

CITY COMMISSION AGENDA

April 23, 2019

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, April 23, 2019.

PUBLIC HEARINGS

080-19 At 6:50 PM, a public hearing will be held in the City Commission Forum relative to a request to vacate W. Mulberry Street from the east right of way line of S. Plum Street east to the east right of way line of Deardorf Avenue and Deardorf Avenue from the north right of way line of W. Mulberry Street north approximately 230 feet with the condition the concerns of the Fire Department are addressed.

081-19 At 6:55 PM, a public hearing will be held in the City Commission Forum relative to a request from East College Professionals LLC to rezone 49-51 E College Avenue from EC-1, Educational Campus District to CC-2, Community Commercial District.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

FIRST READINGS – ORDINANCES

The following legislation is being presented for the first time and requires presentation at a second meeting before vote on passage. The City Manager recommends passage on May 7, 2019:

080-19 Vacating West Mulberry Street from the east right of way line of South Plum Street east to the east right of way line of Deardorf Avenue, and Deardorf Avenue from the north right of way line of West Mulberry Street north approximately 230 feet.

081-19 Amending the Zoning Map of Springfield, Ohio by rezoning 2.556 acres at 49-51 East College Avenue, Springfield, Ohio from EC-1, Educational Campus District to CC-2, Community Commercial District.

103-19 Authorizing a contract with DATAMATX, Inc. for utility bill printing, mailing and electronic bill payment and presentment services for the period of June 11, 2019 through June 10, 2020, for an amount not to exceed \$48,000.00; and authorizing an additional expenditure in an amount not to exceed \$147,000.00 to reimburse DATAMATX, Inc. for postage expenses.

104-19 Authorizing the City Manager to enter into an Employment Incentive Agreement with Code Blue LLC to incentivize expansion of their currently leased facility located at 14 East Main Street to create employment in the City; authorizing the City Manager, Finance Director and Law Director to do all things necessary to implement the said Employment Incentive Agreement.

282-08a Confirming and approving Amendment #3 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport.

282-08b Confirming and approving Amendment #4 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport.

105-19 Authorizing the City Manager to enter into a contract for Mill Run Sewer Cleaning and Inspection Services with Champion Cleaning Specialists, Inc. for an amount not to exceed \$53,547.00.

106-19 Amending 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 Chapter 916 entitled, *Use of Public Sewers*.

107-19 Amending 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 Sections 1711.09 entitled *Plumbing* and 1324.02 entitled *Class A Civil Offenses* and repealing existing Sections 1711.09 and 1324.02.

108-19 Authorizing the City Manager to enter into a contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking for an amount not to exceed \$200,000.00.

109-19 Authorizing the acceptance of donations in support of CultureFest 2019.

FIRST READING – RESOLUTION

The following legislation is being presented for the first time and requires presentation at a second meeting before vote on passage. The City Manager recommends passage on May 7, 2019:

044-19a Declaring it necessary to require the construction or reconstruction of curbs, gutters and sidewalks at the points identified as Section No. 2 of Streets and Section No. 2 of Selected Locations of the 2019 Sidewalk, Curb and Gutter Program.

SECOND READINGS – ORDINANCES

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

096-19 Approving general salary increases for non-bargaining unit employees pursuant to Section 175.03(c) of the Codified Ordinances of The City of Springfield, Ohio; and authorizing the City Manager to do all things necessary to implement such increases.

097-19 Authorizing the purchase of a Tractor Loader Backhoe from Southeastern Equipment Company, for an amount not to exceed \$110,364.07, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

223-96 Authorizing the City Manager to execute a Sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District.

RESOLUTIONS

The following legislation is presented for the first time. The City Manager recommends passage:

110-19 Consenting to the appointment of Blontas Mitchell to the Mediation Board to serve as the Human Relations Board's representative.

111-19 Consenting to the reappointment of Dori Gaier to the Board of Zoning Appeals.

EMERGENCY ORDINANCES

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

013-19 Confirming purchases and the obtaining of services for the City and providing for payments therefor.

112-19 Authorizing the City Manager to apply for, accept and enter into a Cooperative Agreement for the design/planning phase of the Eastern Pressure District Waterline Upgrade Project with the Ohio Water Development Authority ("OWDA").

113-19 Providing for the issuance and sale of notes in the maximum aggregate principal sum of \$210,000 in anticipation of the issuance of bonds to pay the cost of constructing sidewalks, curbs and gutters comprised in the 2018 Sidewalk, Curb and Gutter Program at various locations throughout the City.

114-19 Authorizing the City Manager to enter into an Agreement with the Community Improvement Corporation of Springfield and Clark County, Ohio ("CIC") for the acceptance of funds in relation to the Downtown Springfield Parking Garage Project.

115-19 Repealing the Center City Community Reinvestment Area, the South Limestone Community Reinvestment Area, the Western Community Reinvestment Area, the Monroe-Mulberry Community Reinvestment Area, the North Hill 2 Community Reinvestment Area, the Sheridan-Kenton Community Reinvestment Area, the Washington-Pleasant Community Reinvestment Area and the Burnett and High Community Reinvestment Area, in the City of Springfield, Ohio.

116-19 Authorizing the issuance of a purchase order for monthly access fees for MARCS Radio Communication System Equipment from The Ohio Department of Administrative Services, Office of Information Technology for an amount not to exceed \$64,560.00; confirming and approving any related expenditures incurred from February 28, 2019 to the passage of this ordinance.

117-19 Authorizing the City Manager to enter into a six-year Service Agreement with P&R Communications Service, Inc. for maintenance services for Motorola equipment related to the Marcs Radio System, for an amount not to exceed \$18,450.00 annually for warranty years one through three, and an amount not to exceed \$49,590.00 annually for non-warranty years four through six, respectively; confirming and approving any related expenditures incurred from February 28, 2019 to the passage of this ordinance.

118-19 Authorizing participation in the ODOT winter contract (018-20) for Road Salt.

119-19 Authorizing the City Manager to apply for a grant through the ODOT, Aviation Division in an amount up to \$778,030.00 for the Taxiway H rehabilitation and Taxiway C removal at the Springfield-Beckley Municipal Airport; authorizing an expenditure of up to \$38,901.50 to be used as local matching funds; authorizing the City Manager, Law Director, Airport Manager and the Director of Finance to do all things necessary for the submission of the application of the grant and to comply with all relevant local, state and federal legal requirements.

EMERGENCY RESOLUTION

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

044-19b Ordering the construction or reconstruction of curbs, gutters and sidewalks at Section No. 1 of Streets and Section No. 1 of Selected Locations of the 2019 Sidewalk, Curb, and Gutter Program, as enumerated in Resolution No. 6039.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bryan Heck", written over a light gray rectangular background.

Bryan Heck
City Manager

080-19



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: March 12, 2019

TO: City Commission

FROM: City Planning Board

Apr. 23, 2019
6:50 pm

SUBJECT: RIGHT-OF-WAY ALLEY VACATION RESIDENTIAL 19-RW-01

Request to vacate W. Mulberry Street from the east right of way line of S. Plum Street east to the
REQUEST: east right of way line of Deardorf Avenue and Deardorf Avenue from the north right of way line
of W Mulberry Street north approximately 230 feet.

RECOMMENDED ACTION: 14 Day Ordinance

The following motion was made at the regular March 11, 2019 City Planning Board meeting:

MOTION: Motion by Mr. Shankar to approve Case # 19-RW-01 Right of Way Vacation Request to vacate
W. Mulberry Street from the east right of way line of S. Plum Street east to the east right of way line of
Deardorf Avenue and Deardorf Avenue from the north right of way line of W Mulberry Street north
approximately 230 feet with the condition the concerns of the Fire Department are addressed. Seconded by
Mr. Smith.

VOTE: YEAS: Mr. Harris, Ms. Anderson, Mr. Smith, Mr. Wendt, Ms. George, Mr. Shankar, and Ms.
Roberge. NAYS: None. Motion approved.

cc: Tom Franzen
Jill Pierce

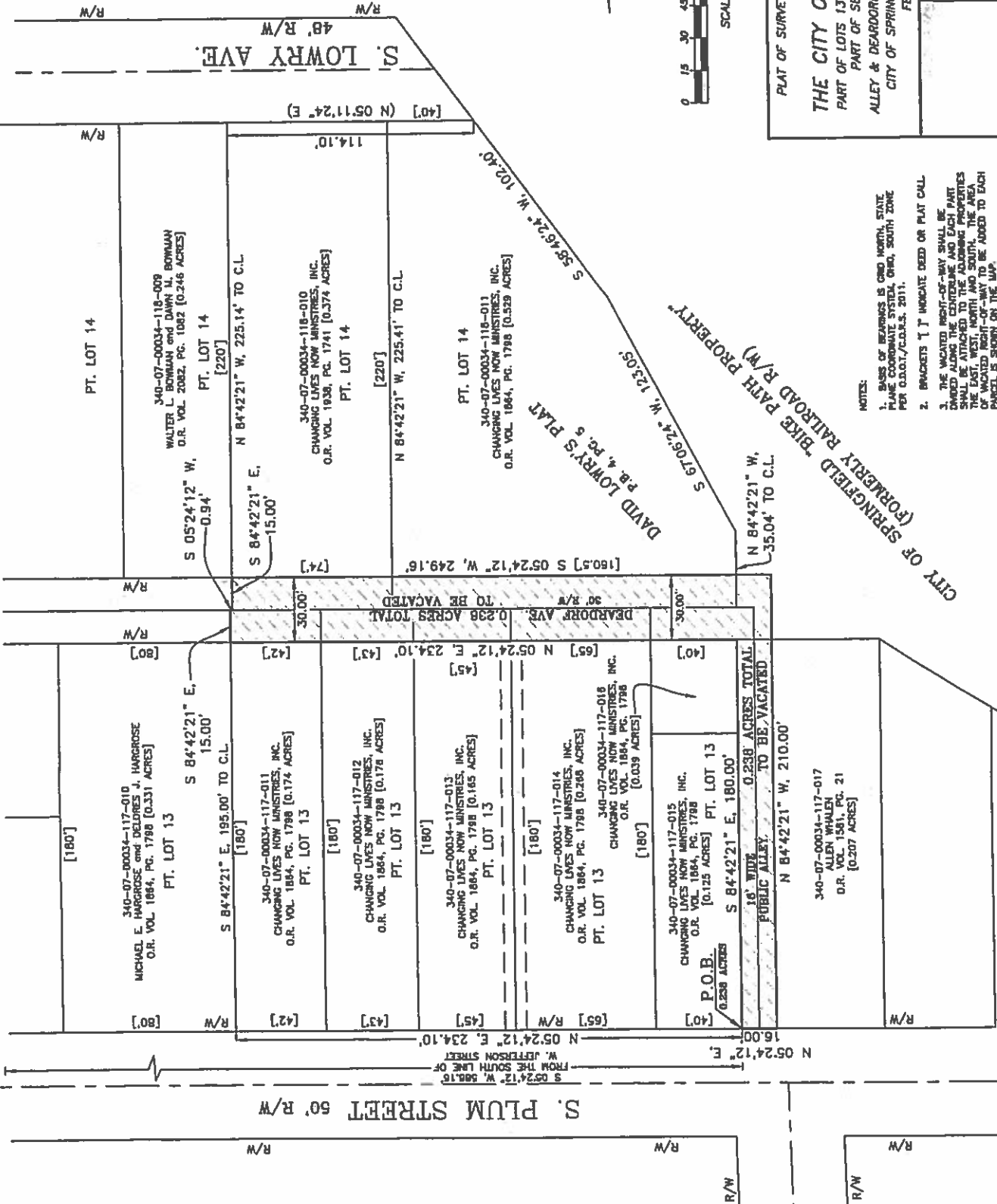
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Thompson".

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments



PLAT OF SURVEY FOR RIGHT-OF-WAY VACATION
FOR
THE CITY OF SPRINGFIELD, OHIO
PART OF LOTS 13 & 14 ~ DAVID LOWRY'S ADDITION
PART OF SEC. 34, T. 5, S. R. 9, B.M.R.S.
ALLEY & DEARDORF AVENUE RIGHT-OF-WAY VACATION
CITY OF SPRINGFIELD ~ CLARK COUNTY, OHIO
FEBRUARY 12, 2019

- NOTES:
1. BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, ZONE 18N, SOUTH ZONE PER O.S.M./C.D.S. 2011.
 2. BRACKETS [] INDICATE DEED OR PLAT CALL.
 3. THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE OF THE PLAT BEING VACATED INTO THE ALTERNATE PROPERTIES THE EAST, WEST, NORTH AND SOUTH. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.

MARK T. SCHOLL P.S. 6599

SCHOLL SURVEYING LLC
1533 MOOREFIELD ROAD
SPRINGFIELD, OHIO 45503
(607) 360-3629 - SCHOLL@SCHOLL-SURV.COM

REC. BY: []
RCS: []
FILE NO. 2019-02-12-01

STAFF REPORT

TO: City Planning Board

DATE: March 6, 2019

PREPARED BY: Stephen Thompson

SUBJECT: Right-of-Way Vacation #19-RW-01

GENERAL INFORMATION:

Applicant: Changing Lives Now Ministries, PO Box 2122,
Springfield, OH 45501

Requested Action: Request to vacate W. Mulberry Street from the east right of
way line of S. Plum Street east to the east right of way line
of Deardorf Avenue and Deardorf Avenue from the north
right of way line of W Mulberry Street north approximately
230 feet.

Petitioner's Comments: See attached Exhibit C

Adjoining Property Owners: See attached Exhibit B

File Date: February 22, 2019

RETURNED REPORTS:

Columbia Gas: No objections

Spectrum: No objections

AT&T: Reserve easement rights – facilities in right of way

Ohio Edison: Ohio Edison has extensive primary distribution
facilities within this right of way. Ohio Edison
recommends that this remain as right of way. If
vacation of this right of way proceeds, Ohio Edison
easement rights must be originated and recorded in
the name of Ohio Edison Company in order to
maintain full access and clearance to all facilities.

City Service Department: Reserving all easement rights to maintain an 8”
public sewer on Deardorf Ave.

City Engineer: Opposed to a dead end alley.

Fire Division: The area requested to be vacated is the only route

that the larger fire apparatus, specifically the Sutphen Tower Ladder (Truck 8) can use to exit from Deardorf. To access Deardorf, we must enter from W. Washington, and then proceed south and can then exit by the church. The backstop has made this more difficult, but not yet impassable. Any further alterations to Deardorf will prevent us from being able to respond effectively to this location.

Police Division:

No Objections

Planning and Zoning:

The applicant owns several parcels along this right of way. By vacating the alley, the applicant hopes to increase the safety of the children when they are outside. The church plans to expand in the future and vacating the alley would allow them to increase the building footprint to the parcels on the east side of the alley.

STAFF RECOMMENDATION:

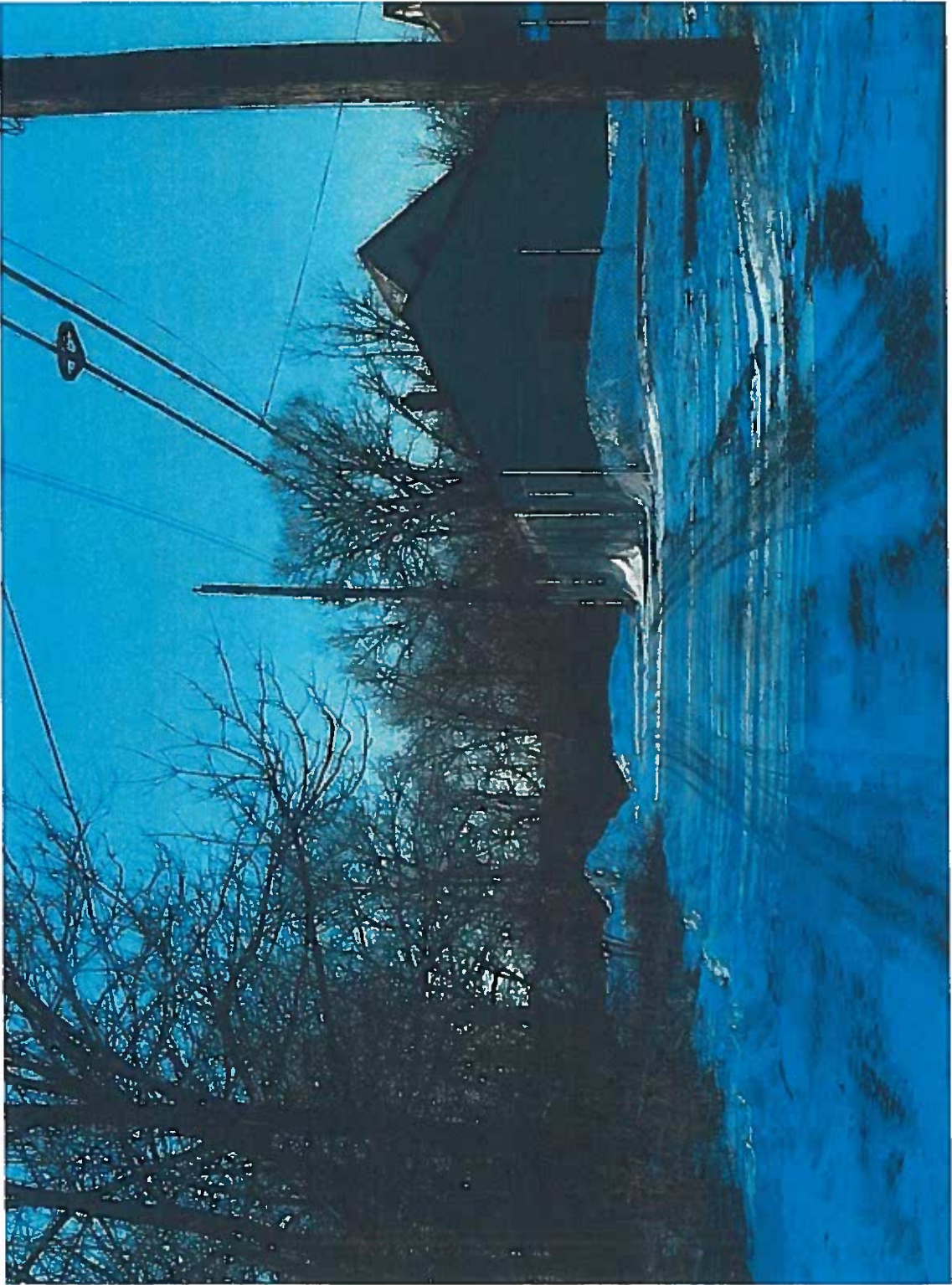
Approval of the request to vacate W. Mulberry Street from the east right of way line of S. Plum Street east to the east right of way line of Deardorf Avenue and Deardorf Avenue from the north right of way line of W Mulberry Street north approximately 230 feet.

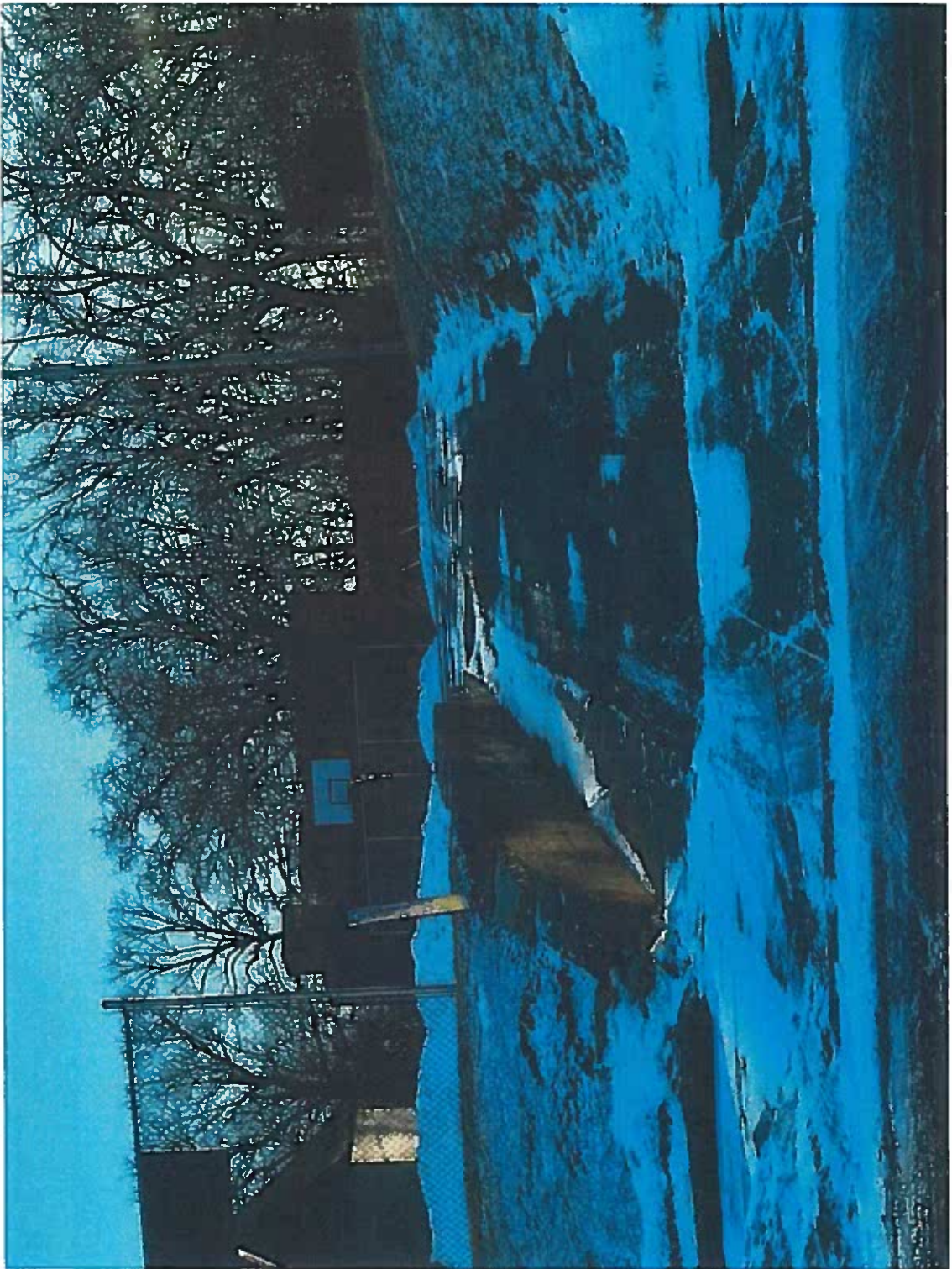
ATTACHMENTS:

1. Vicinity map
2. Petition with petitioner's comments



Right of Way Vacation Case # 19-RW-01







Planning & Zoning

FOR OFFICE USE ONLY

Case #: 19-201

Date Received: 3/22/19

Received by: ST

Application Fee: \$ —

Review Type:

☐ Admin ☒ CPB ☐ BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description (attach additional information, if necessary):

close Deardorf Ave. Between South Plum
1. property line

2. Address of Subject Property: _____

3. Parcel ID Number(s): _____

4. Full legal description attached? ☐ yes ☐ no

5. Size of subject property: _____

6. Current Use of Property: _____

7. Current Zoning of Property: _____

B. APPLICANT

1. Applicant's Status (attach proof of ownership or agent authorization) ☐ Owner

☐ Agent (agent authorization required) ☐ Tenant (agent authorization required)

2. Name of Applicant(s) or Contact Person(s): _____

Title: _____

Company (if applicable): Changing Lives Now Ministries

Mailing address: PO Box 2122

City: Springfield State: Oh ZIP: 45501

Telephone: (937) 605-1066 Fax: () _____

Email sim@changinglivesnow.org

3. If the applicant is agent for the property owner:

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION
CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR
KNOWLEDGE.

Simmie R. Bowen Jr.
Signature of Applicant

Corina Bowen
Signature of Co-applicant

Simmie R. Bowen Jr.
Typed or printed name and title of applicant

CORINA BOWEN
Typed or printed name of co-applicant

State of Ohio

County of CLARK

The foregoing instrument was acknowledged before me this 27th day of
FEB., 2019

by Simmie R. Bowen Jr. & Corina Bowen (name of person acknowledged).

(seal)



Molly McGinnis
Notary Public Signature

My commission expires: 3/23/2021



☒ Planning & Zoning

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
Right-of-Way Vacation Application

Date 2-22-19

Applicant Name: Sim Bowen - Changing Lives Now Ministries

Address: 330 S. Plum St. Springfield, Ohio 45506

Please include the following Exhibits:

Exhibit A

A plot plan is to be attached which indicates the right-of-way to be vacated.

Exhibit B

State the reason for the requested right-of-way vacation. (These statements will be considered by the Planning Staff, the City Planning Board, and the City Commission as the request is reviewed.) This is to be attached and made a part of this petition.

Exhibit C

If required by the City Planning Board, a cross-access easement agreement would need to be signed by all affected neighbors prior to the City Commission Public Hearing.

I, the undersigned, depose and state that I am an interested party in the right-of-way involved in this petition.

Simmie R. Bowen Jr.
Signature

ANDREWS DANIEL S	1429 NAGLEY ST	SPRINGFIELD, OH 45505
ARMSTRONG WILLIAM T	435 LINDEN AVE	SPRINGFIELD, OH 45505
BERNER MARY	323 S PLUM ST	SPRINGFIELD, OH 45506
BOWMAN WALTER L & DAWN M	2521 MEDWAY-CARLISLE ROAD	MEDWAY, OH 45341
CHANGING LIVES NOW MINISTRIES INC	PO BOX 2122	SPRINGFIELD, OH 45501
CITY FOREST OF SPRINGFIELD LIMITED	21600 OXNARD STREET STE 1200	WOODLAND HILLS, CA 91367
CLARK COUNTY LAND REUTILIZATION CORP	3130 E MAIN ST STE 1A	SPRINGFIELD, OH 45505
EVANS CAROL	414 S PLUM ST	SPRINGFIELD, OH 45506
FISHER VIRGIL L	308 W PLEASANT ST	SPRINGFIELD, OH 45506
FLAKER WILLIAM CHRISTOPHER & TERRY L	3501 MECHANICSBURG RD	SPRINGFIELD, OH 45502
HAGES HELEN E	2245 BROADWAY ST	SPRINGFIELD, OH 45504
HARGROSE MICHAEL E & DELORES J	556 N KINGSWOOD DR	SPRINGFIELD, OH 45503
HERMAN SUSAN ELAINE	329 S PLUM ST	SPRINGFIELD, OH 45506
HOUSTON MURRAY B	4127 TREE LINE AVE	SPRINGFIELD, OH 45502
INSIDE OUT YOUTH HOMES INC	535 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
J & M RENTALS INC	266 DEARDORF AVE	SPRINGFIELD, OH 45506
MARSHALL KEVIN L	311 S LOWRY AVE	SPRINGFIELD, OH 45506
MORRISON ROBERT E & MARY ANN	2245 BROADWAY ST	SPRINGFIELD, OH 45504
NOWAK MARTIN S JR & JOANN J	170 MAIN ST	WASHINGTONVILLE, NY 10992
RUTLEDGE RONALD	1104 CHALET DR	NEW CARLISLE, OH 45344
SPRINGFIELD HOMES L P	1990A KINGSGATE RD	SPRINGFIELD, OH 45502
WALDRON CLARENCE & LINDA S	271-273 DEARDORF AVE	SPRINGFIELD, OH 45506
WHALEN ALLEN K	408 S PLUM ST	SPRINGFIELD, OH 45506
WHETSTONE JOHN & CHRISTOPHER L DENNISON	409 W MULBERRY ST	SPRINGFIELD, OH 45506
YOUNCE SCOTT	414 W MULBERRY ST	SPRINGFIELD, OH 45506

To whom it may concern,

We have currently out grown our current location for My Church Built Upon The Rock Inc. located at 330/340 South Plum Street and we are looking to grow the church. As founder of this church and Changing Lives Now Ministries Inc. we have invested hundreds of thousands of dollars over the past decade to improve the area that we minister in. Currently we have acquired the properties surrounding us and we are focused on expanding the church and parking spaces.

We need and have requested the closing of Deardorff Avenue that runs through the middle of our properties. Not only is this a high crime area and a safety concern for our church, but we can not grow in our current location without the closure of Deardorff that splits our properties.

We appreciate your help and consideration in this matter so that we may continue to serve the community we are planted in as well as heavily invested in.

Thank you,

Pastor Sim Bowen
My Church - Built Upon The Rock Inc.
340 South Plum Street
P.O. Box 2122
Springfield, Ohio 45506
937-605-1066

Please Contact me with any questions!

Thank You!
Sim Bowen
Vice President Operations

ABBREVIATED PUBLICATION

First Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that on February 22, 2019, Changing Lives Now Ministries, owner of 330 South Plum Street, filed with the Clerk of the City Commission of The City of Springfield, Ohio, a certain petition praying for the vacation of West Mulberry Street from the east right of way line of South Plum Street east to the east right of way line of Deardorf Avenue, and Deardorf Avenue from the north right of way line of West Mulberry Street north approximately 230 feet.

Notice is hereby further given that a Public Hearing will be held on Tuesday, April 23, 2019, at 6:50 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of said right-of-way.

By order of the City Commission of The City of Springfield, Ohio.

Jill R. Pierce

Clerk of the City Commission

NEWS-SUN: Monday, March 18, 2019

Second Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that a Public Hearing will be held on Tuesday, April 23, 2019, at 6:50 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of West Mulberry Street from the east right of way line of South Plum Street east to the east right of way line of Deardorf Avenue, and Deardorf Avenue from the north right of way line of West Mulberry Street north approximately 230 feet.

This notice has been published on the State of Ohio public notice website at www.publicnoticesohio.com and can also be viewed at www.springfieldnewssun.com.

By order of the City Commission of The City of Springfield, Ohio.

Jill R. Pierce

Clerk of the City Commission

Stephen Thompson, Planning, Zoning and Code Administrator, City of Springfield, Ohio
76 East High Street, 937-324-7674, sthompson@springfieldohio.gov

NEWS-SUN: Monday, March 25, 2018

081-19



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: March 12, 2019
TO: City Commission
FROM: City Planning Board
SUBJECT: CPB-REZONING 19-Z-03
REQUEST: Rezone from EC-1 to CC-2
RECOMMENDED ACTION: 14 Day Ordinance

Apr. 23, 2019
6:55 pm

The following motion was made at the regular March 11, 2019 City Planning Board meeting:

MOTION: Motion by Mr. Wendt to approve Case # 19-Z-03 Rezoning Request from East College Professionals LLC to rezone 49-51 E College Ave from EC-1, Educational Campus District to CC-2, Community Commercial District. Seconded by Mr. Smith.

VOTE: YEAS: Mr. Harris, Ms. Anderson, Mr. Smith, Mr. Wendt, Ms. George, Mr. Shankar, and Ms. Roberge. NAYS: None. Motion approved.

CC: Tom Franzen
Jill Pierce

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Thompson".

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

Staff Report

TO: City Planning Board

DATE: March 6, 2019

PREPARED BY: Stephen Thompson

SUBJECT: Rezoning Case #19-Z-03

GENERAL INFORMATION:

Applicant: East College Professionals LLC, 2663 Derr Rd.,
Springfield, OH 45503

Owner: Wittenberg University Board of Directors, PO Box 720,
Springfield, OH 45501

Requested Action: Rezoning from EC-1, Educational Campus District to CC-
2, Community Commercial District

Location: 49-51 E College Ave

Size: 2.556 acres

Existing Land Use and Zoning: Vacant, EC-1

Surrounding Land Use and Zoning: North: Residential, RS-8 and CC-2
East: Commercial and Residential, CO-1
South: Commercial, CO-1
West: Commercial, CO-1

Applicable Regulations: Chapter 1174 Amendments

File Date: February 15, 2019

BACKGROUND:

The applicant seeks to rezone the property to relocate the applicant's financial and accounting office from another part of the city.

ANALYSIS:

Land Use Plan and Zoning:

The Connect Clark County Comprehensive Plan shows this future character area as "Mixed Use, Low Intensity."

CC-2 allows for the following uses:

Principal Uses

Staff Report

- (a) Business service establishment, except a drive-in facility.
- (b) Club.
- (c) Food locker.
- (d) Meeting hall.
- (e) Museum and art gallery.
- (f) Office use allowed in the CO-1 District.
- (g) Personal service establishment, except a drive-in facility.
- (h) Retail establishment (including a restaurant), except those uses listed as conditional uses.
- (i) Theater.
- (j) Financial Institution.
- (k) Hotel or motel.

Provisional Uses

None

Conditional Uses

- (a) Animal specialty service, veterinary clinic, and animal hospital. Such uses shall be subject to the following requirements:
 - (1) The facility shall have no outside runs.
 - (2) Animals shall not be housed outside nor shall cages be stored outside.
 - (3) The building housing the facility shall be sound proofed to minimize the transmission of sound outside the walls of the building. A minimum sound transmission coefficient of 40 shall be maintained.
 - (4) All facilities shall be constructed and maintained in such a manner so as to prevent the emission of noxious or offensive odors.
 - (5) The facility shall be limited to the care of small domestic animals.
- (b) Automobile and truck oriented use.
- (c) Cemetery.
- (d) Day-care center.
- (e) Commercial recreational use.
- (f) Dwelling located above the ground floor of another principal use allowed in this district, provided the density does not exceed one (1) dwelling unit per 1,800 square feet of lot area.
- (g) Funeral home subject to the requirements of 1135.
- (h) Public utility or public use.
- (i) Religious institution.
- (j) School, specialized private instruction.
- (k) Emergency housing, provided there shall be at least 300 square feet of lot area for each permanent resident and 200 square feet for each guest.
- (l) Drive-in facility for a financial institution.
- (m) Mini-warehouse or self-storage facilities subject to the following requirements:
 - (i) Such mini-warehouse or self-storage facilities must be located at the rear of a lot used for other CC-2 purposes.
 - (ii) The lot on which such use is permitted must have frontage on a thoroughfare as the same is shown on the adopted Thoroughfare Plan of The City of Springfield, Ohio, and entrance and exit to such use shall be from such thoroughfare.

Staff Report

- (iii) All drives and parking areas serving the use shall have a paved surface such as asphalt, concrete, or like material.
- (iv) Any such use on a lot located within 150 feet of or abutting a lot having a residential use in an R district shall be screened in accordance with the requirements of Section 1161.02(h) of this Zoning Code.
- (v) There shall be one (1) off-street parking space for each 3,000 square feet of storage and such off-street parking shall be subject to Section 1158.02(b) of this Zoning Code.
- (n) Community Center, subject to the requirements of Chapter 1135.

Surrounding Land Use:

CC-2 uses are compatible with the surrounding area.

Thoroughfare Plan:

E College Ave. is classified as a Local Street.

STAFF RECOMMENDATION:

Approval of the request to rezone 49-51 E College Ave. from EC-1 to CC-2.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application



Rezoning Case # 19-Z-03





☒ Planning & Zoning

FOR OFFICE USE ONLY

Case #: 19-22

Date Received: 2-15-19

Received by: JS

Application Fee: \$ 285.

Review Type:

☐ Admin ☒ CPB ☐ BZA

19-Z-03

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description (attach additional information, if necessary):

Rezoning application for EC-1 property
to CC-Z classification for Office and retail use

2. Address of Subject Property: 49-51 E. College Avenue

3. Parcel ID Number(s): 3400700035304004 and 3400700035304005

4. Full legal description attached? ☒ yes ☐ no

5. Size of subject property: 2,556

6. Current Use of Property: Vacant buildings

7. Current Zoning of Property: EC-1

B. APPLICANT

1. Applicant's Status (attach proof of ownership or agent authorization) ☐ Owner

☒ Agent (agent authorization required) ☐ Tenant (agent authorization required)

2. Name of Applicant(s) or Contact Person(s): Steven Stuckey

Title: Member

Company (if applicable): East College Professionals, LLC

Mailing address: 2663 Derr Road

City: Springfield State: Ohio ZIP: 45503

Telephone: (937) 629-0890 Fax: (937) 629-0894

Email: sstuckey@stuckeytroutwine.com

3. If the applicant is agent for the property owner:

Name of Owner (title holder): Board of Directors of Wittenberg College

Mailing Address: P.O. Box 720, _____

City: Springfield State: Ohio ZIP: 45501

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION
CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR
KNOWLEDGE.



Signature of Applicant

Signature of Co-applicant

Steven M Stuckey member

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio

County of Clark

The foregoing instrument was acknowledged before me this 15th day of
February, 2019

by Steven M. Stuckey (name of person acknowledged).

(seal)



KHRISTEENE J. RICHARDS
Notary Public, State of Ohio
My Comm. Expires Oct. 31, 2022



Notary Public Signature

My commission expires: 10-31-22



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

PROPERTY OWNER AFFIDAVIT (IF NECESSARY)

Address: 49-51 E. College Ave.
Parcel No.: 3400700035304004/3400700035304005
Acreage: .419 Acres / 2.137 Acres
Agent Name: East College Professionals, LLC
Agent Tax Mailing Address: 2663 Derr Road
Springfield, Ohio 45503
Agent Phone Number: 937-629-0890
Owner Name: Board of Directors of Wittenberg College
Owner Tax Mailing Address: P.O. Box 720
Springfield, OH 45501
Owner Phone Number: 937-327-6145
Requested Action Rezone both parcels to CC2
(to be conducted by
Agent, authorized by
owner):

I hereby certify that:

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: Rhonda Ward

Printed name: Rhonda Ward, Controller

Date: 2/13/19

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 13 day of Feb, 2019
by Rhonda Ward, Controller (name of person acknowledged).



MELISSA A. ANDERSON
Notary Public
In and for the State of Ohio
My Commission Expires
11-8-20

Melissa A. Anderson
Notary Public Signature

My commission expires: 11-8-20



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
REZONING APPLICATION

Date: 2-15-19

Property address: 49-51 E. College Avenue

The undersigned petitions that the following described property be rezoned from a/an EC-1 District to a/an CC-2 District containing 2.556 acres.

Please submit the following Exhibits with this rezoning application:

EXHIBIT A

Attach either a metes and bounds legal description or subdivision and lot number description (this can be obtained at the A. B. Graham Building).

EXHIBIT B

Attach a site plan of the petitioned lands.

EXHIBIT C

Rezoning request statement: Attach a sheet listing your reasons for the zoning district amendment.

EXHIBIT D

1. Is the requested zone compatible to existing zoning and land use in the area?

Yes. Properties to east and west are zoned CO-1.
Property across the street is zoned CC-2.

2. Does it conform to the City's adopted Land Use Plan and the best overall Community Development?

Yes. We will have an accounting office,
financial planning office and law firm on property.

Good neighbors and great potential for job growth.

3. Does the proposed change in zoning conform to City's adopted Thoroughfare Plan? Will it adversely affect the capacity of the present road system in the area?

It does conform. New facilities on property will not adversely affect present road system.

4. Are adequate sanitary sewer, water, and storm drainage facilities available?

Yes.

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.


Signature of Applicant

Steven M Stuckey member
Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Ohio

County of Clark

The foregoing instrument was acknowledged before me this 15th day of February, 2019

by Steven M. Stuckey (name of person acknowledged).

(seal)



KHRISTEENE J. RICHARDS
Notary Public, State of Ohio
My Comm. Expires Oct 31, 2022


Notary Public Signature

My commission expires: 10-31-22

EXHIBIT A

Situate in the State of Ohio, County of Clark, and City of Springfield, and bounded and described as follows:

Being part of the southwest quarter of Section Thirty-Six (36), Township Five (5), Range Nine (9).

Beginning at the intersection of the center line of McCreight Avenue with the center line of Garfield Street; thence with the center line of Garfield Street extended North 3 degrees 24' East four hundred and fifty-five (455) feet to the center of a proposed street fifty (50) feet wide; thence with the center line of the same North 86 degrees 36' West one hundred and eighty-eight (188) feet to the center of an alley sixteen (16) feet wide; thence with the center line of the same South 3 degrees 24' West four hundred and fifty-five (455) feet to the center of said McCreight Avenue; thence with the center line of the same South 86 degrees 36' East one hundred and eighty-eight (188) feet to the place of beginning.

Permanent Parcel No. 340-07-00036-317-006
Prior Deed reference: Deed Volume 135, Page 605

APPROVED
CLARK COUNTY LIS CENTER

B.S.

JUN 11 2008

- ☒ LEGAL DESCRIPTION
- ☐ SURVEY PLAT/LOT SPLIT
- ☐ SUBDIVISION/ANNEXATION

Exhibit "A"

Situate in the City of Springfield, in the County of Clark and the State of Ohio, and described as follows:

TRACT I: Beginning at the intersection of the east line of North Fountain Avenue with the North line of McCreight Avenue, thence in a northerly direction along the east line of North Fountain Avenue 300 feet to a point, said point being in the southwest corner of Lot No. 10599 in Ridgewood Addition to said City; thence in an easterly direction along the south line of said lot 158 feet to a point; thence in a southerly direction parallel to the first described line and 158 feet distant therefrom 300 feet to a point in the north line of McCreight Avenue; thence in a westerly direction along the north line of said McCreight Avenue 158 feet to the place of beginning. Being Lot Nos. 6428, 6429, 6430, 6431, 6432 and 6433 on the unrecorded plat of McCreight's Addition to the City of Springfield, and also being the west half of a 16 foot alley lying east of said lots which said alley was vacated by Ordinance No. 2742 passed by the Springfield City Commission on September 17, 1928, which Ordinance is of record in Vol. 19, Page 129, Ordinance Records of the City of Springfield, subject to reservations contained in said Ordinance.

Excepting therefrom that portion of the tract which was dedicated for streets and sidewalks with the platting of Ridgewood Addition, Subdivision Two, as shown in Plat Book 8, Page 8A of the Plat Records of Clark County, Ohio.

TRACT II: Being Lot Nos. 10599 and 10600, as the same are numbered and designated in Ridgewood Addition to said City of Springfield, Ohio, Subdivision Two. A plat of said Addition being recorded in Plat Book 8, Page 8A in the Recorder's Office of said County. Also the W. ½ of a 16' alley lying east of said lots vacated by Ordinance No. 2742 as mentioned in Tract I, subject to reservations contained in said Ordinance.

The above described two tracts of land, also being Permanent Parcels Numbered 07-36-317-001, 07-36-317-002, 07-36-317-003, 07-36-317-004 and 07-36-317-005.

APPROVED
CLARK COUNTY LIS CENTER

B.S.

JUN 11 2008

☒ LEGAL DESCRIPTION
☐ SURVEY PLAT/LOT SPLIT
☐ SUBDIVISION ANNEXATION



Exhibit "B"

East College Professionals, LLC
2663 Derr Road
Springfield, Ohio 45503

Exhibit C: Rezoning request statement.

Address: 49-51 East College Avenue, Springfield, OH 45504

Reasons for zoning district amendment:

1. Property is currently owned by Wittenberg University and zoned City EC-1 for educational use.
2. Property has been sitting vacant for approximately ten years and has greatly deteriorated. Applicant desires to restore and give new life to property.
3. Property to be purchased by applicant and used for commercial purposes only permitted under City CC-2.
4. Applicant plans to refurbish property, make various improvements and property will be utilized by a public accounting firm, a law firm and other professional offices.
5. Applicant may utilize some space for future restaurant or retail operation.

500 NORTH FOUNTAIN LLC	PO BOX 1488	SPRINGFIELD, OH 45501
ALLEN MATTHEW S	28 E COLLEGE AVE	SPRINGFIELD, OH 45504
BEEBEE MARILYN W & PAUL K	4836 FOREST DR	SPRINGFIELD, OH 45506
BOARD OF DIRECTORS OF WITTENBERG COLLEGE	PO BOX 720	SPRINGFIELD, OH 45501
JUERGENS JOSEPH M	20 N LIMESTONE ST	SPRINGFIELD, OH 45502
KELSEY DARRELL E	3344 OVERHOLSER RD	SPRINGFIELD, OH 45502
MITCHELL ROBERT L JR & MARIANNE	3402 VENTURA AVE	SPRINGFIELD, OH 45503
MOSTAFAVI AHMAD R	24 E COLLEGE AVE	SPRINGFIELD, OH 45504
O NEILL BRIEN K	351 N BROADMOOR BLVD	SPRINGFIELD, OH 45504
O NEILL KEVIN & LINDA J	819 LINMUTH CT S	SPRINGFIELD, OH 45503
PATSIAVOS JAMES C TRUSTEE	4100 BENTLEY RD	SPRINGFIELD, OH 45504
RICHARD DOLBEER HOLDINGS LLC	489 LONGFORD CLOSE DR EAST	SPRINGFIELD, OH 45503
WARDER GROUP LTD	1115 N LIMESTONE ST	SPRINGFIELD, OH 45503
EAST COLLEGE PROFESSIONALS LLC	2663 DERR RD	SPRINGFIELD, OH 45503

ALLEN MATTHEW S
28 E COLLEGE AVE
SPRINGFIELD, OH 45504

JUERGENS JOSEPH M
20 N LIMESTONE ST
SPRINGFIELD, OH 45502

MOSTAFAVI AHMAD R
24 E COLLEGE AVE
SPRINGFIELD, OH 45504

PATSIAVOS JAMES C TRUSTEE
4100 BENTLEY RD
SPRINGFIELD, OH 45504

EAST COLLEGE
PROFESSIONALS LLC
2663 DERR RD
SPRINGFIELD, OH 45503

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**NOTICE OF PUBLIC HEARING
PROPOSED REZONING**

Notice is hereby given that a public hearing will be held on Tuesday, April 23, 2019, at 6:55 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed change in zoning for 2.556 acres at 49-51 East College Avenue, from EC-1, Educational Campus District, to CC-2, Community Commercial District.

By Order of the City Commission of The City of Springfield, Ohio.

JILL R. PIERCE

CLERK OF THE CITY COMMISSION

NEWS-SUN: MONDAY, March 18, 2019

AN ORDINANCE NO. _____

Vacating West Mulberry Street from the east right of way line of South Plum Street east to the east right of way line of Deardorf Avenue, and Deardorf Avenue from the north right of way line of West Mulberry Street north approximately 230 feet.

...oooOOOooo...

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

Section 1. That West Mulberry Street from the east right of way line of South Plum Street east to the east right of way line of Deardorf Avenue, and Deardorf Avenue from the north right of way line of West Mulberry Street north approximately 230 feet is hereby vacated.

Section 2. That the City hereby reserves unto itself all existing easements and rights with respect to any underground pipes or facilities within said right-of-way described in Section 1 hereof.

Section 3. As provided in Section 723.08 of the Ohio Revised Code, the rights-of-way and easements of any lot owner in and to said right-of-way shall not be impaired by the vacation thereof.

Section 4. That the Clerk of the City Commission shall file a certified copy of this Ordinance and the plat of survey with the County Auditor of Clark County, Ohio for transfer and with the County Recorder of Clark County, Ohio for recording.

Section 5. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

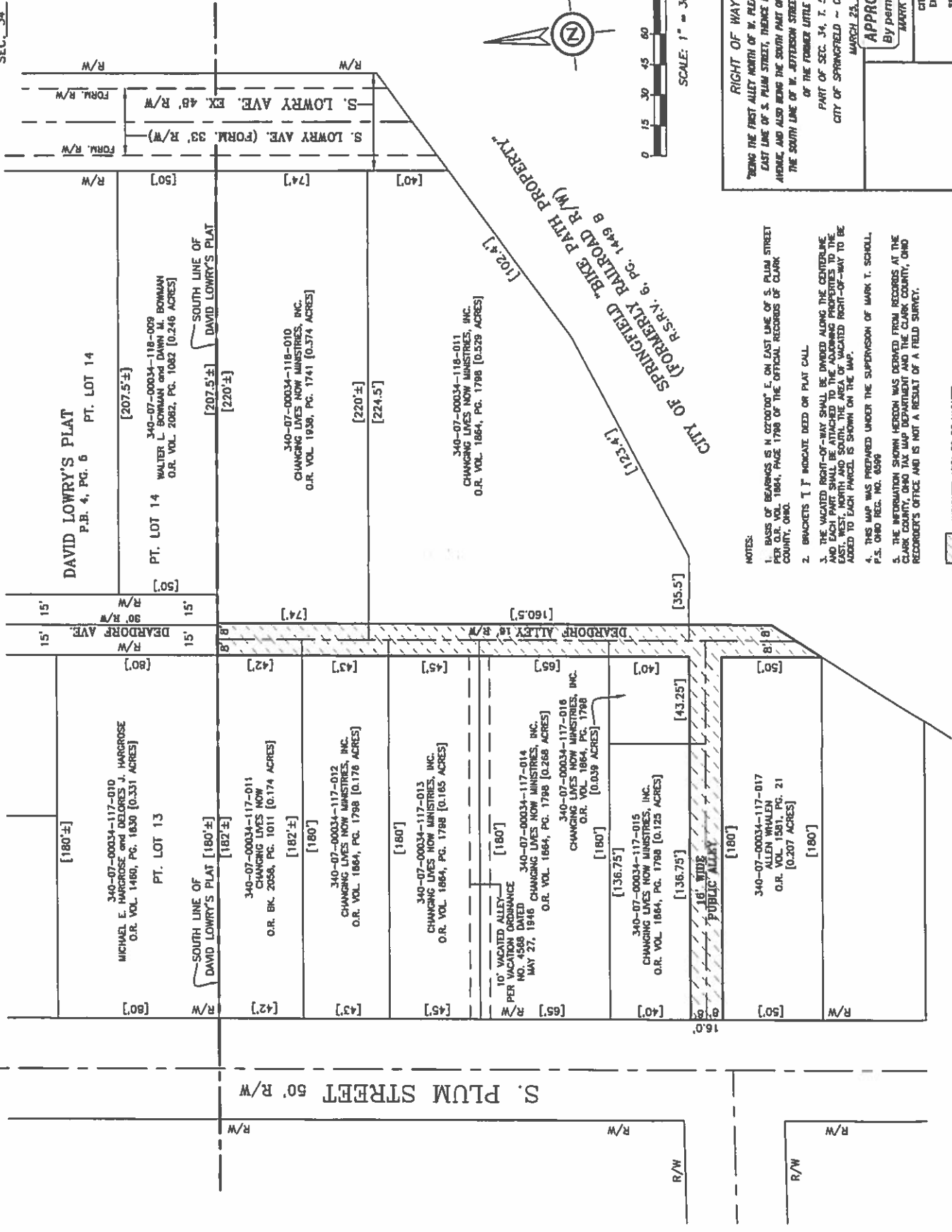
CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2019)

I do hereby certify that the foregoing Ordinance No. _____ was
duly published in the Springfield News-Sun on _____,
2019.

CLERK OF THE CITY COMMISSION



RIGHT OF WAY VACATION

"BEING THE FIRST ALLEY NORTH OF W. PLEASANT STREET, COMMENCING AT THE EAST LINE OF S. PLUM STREET, THENCE EAST TO WEST LINE OF DEARDORF AVENUE, AND ALSO BEING THE SOUTH PART OF DEARDORF AVENUE, 334 FEET FROM THE SOUTH LINE OF W. JEFFERSON STREET SOUTH TO THE NORTHERLY R/W OF THE FORMER LITTLE MAIN RAILROAD

PART OF SEC. 34, T. 5, R. 9, B.M.R.S.

CITY OF SPRINGFIELD - CLARK COUNTY, OHIO

MARCH 25, 2019

APPROVED

By permit at 4:08 pm, Apr 08, 2019

MARK T. SCHOLL, P.E. 65399

CITY OF SPRINGFIELD, OHIO

ENGINEERING DEPARTMENT

1000 E. MAIN STREET

SPRINGFIELD, OHIO 45502

DATE: APR 08, 2019

FILE: 2019-001-001

REVISION: 001 / 001

ASST. DEARDORF

- NOTES:**
1. BASIS OF BEARINGS IS N 07°00'00" E, ON EAST LINE OF S. PLUM STREET PER O.R. VOL. 1864, PAGE 1798 OF THE OFFICIAL RECORDS OF CLARK COUNTY, OHIO.
 2. BRACKETS [] INDICATE DEED OR PLAT CALL.
 3. THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE AND EACH PART SHALL BE ATTACHED TO THE ADJOINING PROPERTIES TO THE WEST AND EAST. THE VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.
 4. THIS MAP WAS PREPARED UNDER THE SUPERVISION OF MARK T. SCHOLL, P.E. OHIO REG. NO. 65399.
 5. THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY, OHIO TAX MAP DEPARTMENT AND THE CLARK COUNTY, OHIO RECORDER'S OFFICE AND IS NOT A RESULT OF A FIELD SURVEY.
- INDICATES AREA TO BE VACATED.

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 2.556 acres at 49-51 East College Avenue, Springfield, Ohio from EC-1, Educational Campus District to CC-2, Community 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 2.556 acres at 49-51 East College Avenue, Springfield, Ohio, described as Parcel Nos. 3400700035304004 and 3400700035304005, from EC-1, Educational Campus District to CC-2, Community 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2019)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, 2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 103-19

Agenda Date: 4/23/2019

Today's Date: 04/17/2019

Subject: Utility Bill Printing, Mailing, Postage and Electronic Bill Payment and Presentment Services

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Utility Billing

Contact: Andrew Luttrell, Utility Billing Mgr.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that the City Commission authorize the service of utility bill printing, mailing and electronic bill payment and presentment for an amount not to exceed \$48,000.00. The service will be provided by DATAMATX, Inc., 3146 Northeast Expressway NE, Atlanta, Georgia 30341.

In addition, it is respectfully requested that the City Commission authorize the reimbursement of postage fees to DATAMATX for an amount not to exceed \$147,000.00. The service shall be provided for the period of June 11, 2019 through June 10, 2020.

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: \$195,000.00

AN ORDINANCE NO. _____

Authorizing a contract with DATAMATX, Inc. for utility bill printing, mailing and electronic bill payment and presentment services for the period of June 11, 2019 through June 10, 2020, for an amount not to exceed \$48,000.00; and authorizing an additional expenditure in an amount not to exceed \$147,000.00 to reimburse DATAMATX, Inc. for postage expenses.

...oooOOOooo...

WHEREAS, the City is desirous of receiving utility bill printing, mailing and electronic bill payment and presentment services, and DATAMATX, Inc. is a corporation that is engaged in said services: NOW, THEREFORE:

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

Section 1. That a contract with DATAMATX, Inc. for utility bill printing, mailing, postage and electronic bill payment and presentment services for the period of June 11, 2019 through June 10, 2020, for an amount not to exceed \$48,000.00, a copy of which is attached hereto, is hereby authorized.

Section 2. That an additional expenditure in an amount not to exceed \$147,000.00 to reimburse DATAMATX, Inc. for postage expenses is hereby authorized.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



City of Springfield Ohio
Purchasing Division, Finance Department
76 East High Street, 4th Floor
Springfield, Ohio 45502

Date: June 11, 2019
Term: 12 months
Tax exempt: _____
Exemption no. _____

DATAMATX agrees to furnish and city agrees to purchase DATAMATX products and services in accordance with the specifications and prices contained in the Service Specifications and Price Schedule inclusive of any attachments hereto and made a part thereof.

PRICE SCHEDULE

Printing & Mailing

Data Processing ⁽¹⁾	\$0.00700	Per Image ⁽⁵⁾
Laser Printing Black	\$0.01800	Per Image ⁽⁵⁾
Laser Printing Highlight Color (1 color plus black)	\$0.02700	Per Image ⁽⁵⁾
Variable Full Color Ink Jet	\$0.04800	Per Image ⁽⁵⁾
Intelligent Fold & Insert	\$0.01600	Per Sheet
Insert Static Pieces(BRE, Inserts, Brochures)	\$0.00200	Per Insert
Inline Meter and Seal	\$0.00200	Per Envelope
Barcode/Presort/Mail	\$0.01500	Per Envelope
NCOA ^{Unk} / 18-month move Update	\$0.18000	Per Hit ⁽⁷⁾

Materials ⁽⁴⁾

White, 24lb., 8.5 x 11, Plain	\$0.01030	Per Sheet
White, 24lb., 8.5 x 11, 3.5" perf	\$0.01160	Per Sheet
White, 24lb., Standard Preprint 8.5 x 11, Printed 1/1	\$0.01580	Per Sheet
Colored, 24lb., Standard Preprint 8.5 x 11, Printed 2/1	\$0.03050	Per Sheet
White, Std #10 Double Window, with Security Tint	\$0.01540	Per Envelope
White, Std #9 Single Window, with Security Tint	\$0.01380	Per Envelope
White, Std 6x9 Double Window, with Security Tint	\$0.03680	Per Envelope
White, Std 9x12 Double Window, with Security Tint	\$0.21000	Per Envelope
White, Std 9x12 Double Window Accordion, with Security Tint	\$0.68300	Per Envelope

Postage ⁽²⁾

1st Class 1 oz Qualified Presort Piece Rate, Actual postage will apply.

5-Digit sort	\$0.378
AADC	\$0.408
MAADC	\$0.424
Full 1 st Class	\$0.470

Move-Update Compliance

To qualify for first class postage discounts, you are required to use a USPS approved method to update your mailing lists addresses within 95 days of each mailing. If you choose to use a move method outside of DATAMATX control, we will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class postage prior to mailing to comply with USPS regulations and protect us from USPS penalties. If your move-update process is successful, we anticipate there will be few or no pieces upgraded to full first class postage, however due to timing differences between updates to various USPS and licensee databases, there may be an occasional hit.

Postage Deposit

A postage deposit for an estimated 45 days postage is requested advance of any mailing and maintained in a postage escrow account. Actual metered usage is drawn from the account and billed on your next monthly invoice to refresh the escrow balance.

Optional CD/DVD Archival pricing

1-time set up fee per application	\$150.00	One time set up fee
PDF File Conversion and Index	\$ 0.0100	Per Image
Media Burn Fee	\$50.00	Each
Additional CD Copes	\$50.00	Each

USPS IMb Tracing

Electronic Reports Set up	\$250.00	One time set up fee
Ongoing per piece tracking	\$0.0020	Bar code piece one direction

Programming ⁽³⁾

Post Implementation Maintenance and Change Programming	\$125.00	Per hour
--	----------	----------

Clarification of Service and/or Price

1. Includes electronic file transfer, eMail confirmation, CASS Certification, ZIP+4 assignment, address correction, page groupings to combine multiple bills, processing for variable messaging, inserter bar codes, document integrity barcodes, print file generation, and report generation.
2. Based on qualifying pieces using current USPS rates and regulations – subject to change based on USPS rate increase (s)
3. Form and application change programming will be quoted per job after receiving full specifications.
4. All custom ordered client materials will be billed lump sum upon order placement. Pricing for custom materials is based on either (1) a 3-6 month supply with a minimum order of 50,000 for recurring jobs (default) or (2) a specific minimum order quantity noted on or below the pricing line item description. Where no quantity is listed, the default minimum order in (1) applies. To insure an adequate supply for production of single-run jobs, the procurement and billing of any client specific materials requires allowance of 1-5% overrun (depending on the quantity) to accommodate test & production setup sheets, occasional production equipment spillage and fluctuations in actual production quantities.
5. An image is considered one side of an 8 ½ x 11 page.
6. Includes standard processing, verification e-mail report, check register/processed records detail report.
7. A "hit" is any name/address match on the NCOA database. A hit may or may not return a new address. Service includes NCOA search, update to in-process address and return of address update information in a PDF report and delimited data file.

e-Statement (Enroll, Authenticate, Notify, Present and Delivery)
(Full Service Hosted Mode)

1. **Set-up/Integration – Enroll and Authenticate** (standard capabilities and layout) **N/C (in production)**
Includes: standard enrollment and authentication capabilities.

2. **Set-up/Integration – Notify and Present** (standard capabilities and layout) **N/C (in production)**
Includes: standard layout skin, custom client specific banner, 3 marketing messages down left pane or across top banner, opt-in agreement acceptance screen, FYI and HELP screens (text provided by client)

3. **Hosted Solution Connection Fee** for full service hosted integrated ePAY solution **\$200.00/mo.**

4. **New Account Enrollment** **\$0.20/activated account (one time charge)**

5. **e-Statement/e-Bill - Notify and Present – THIS REPLACES PAPER PROCESSING AND OFFSETS POSTAGE AND PROCESSING EXPENSE USUALLY @ .48/EACH. - Customer notification and availability of their statement/bill images per month**

\$0.12 per Customer set up on e-Statements – 1 - 10,000 Customers

**** Includes:**

- Suppression of printing and mailing based on eStatement enrollment in system,
- Customized email notification with link to website to each enrolled Customer upon statement availability for viewing,
- **12 months of available opted-in accessible statements viewable online included as well as 30 days for all non opted-in Customers. (Additional availability of viewing history extended based on listed storage costs below).**

6. **Optional: Additional e-Statement Data Storage – (Format, load, index and store) for extended available storage requirements in excess to standard 12 months, as well as non-opted in customer documents/statements.**

<u>Total Available Online Images Loaded</u>			<u>Storage Charge</u>
1	to	250,000	\$0.0020 per image per month
250,001	to	500,000	\$0.0016 per image per month
500,001	to	1,000,000	\$0.0014 per image per month
1,000,001	to	2,000,000	\$0.0012 per image per month
2,000,001+			\$0.0011 per image per month

7. **Optional: Event Driven Emails if needed** **\$0.03/each**

e-Payment Processing

1. **Initial Set-up/Integration – e-Pay** (standard capabilities and layout) **N/C (in production)**
Includes: Credit card payment only (MC, Visa, and Disc.)
2. **Account Management/Maintenance Fee** (Payment System) **\$150.00/mo.**
Includes payment front end hosting, authentication of user, authorization of transaction, daily posting file, daily funds transfer, and standard monthly/weekly/daily transaction summary report.
3. **Processing/Transaction Charges** (ALL Card Based Payment Convenience Fees including MC, Visa, Disc.)

\$0 - \$100	\$2.95/transaction
\$101 - \$200	\$4.95/transaction
\$201 - \$350	\$7.45/transaction
\$351 - \$500	\$9.95/transaction
\$501 - \$750	\$12.95/transaction
\$751 - \$1000 Max	\$15.95/transaction

Other:

Optional ACH/eCHECK Processing/Transaction Charges (Phase II) **\$1.95/transaction****
(Direct with Springfield Financial Institution if possible)
Return Item Fee - 7.95
**75.00 per month minimum

Credit Card Chargebacks (if applicable) **\$15.00/each**

Transaction dispute research charge (if applicable) **\$15.00/each**

Optional: Event Driven Emails if needed **\$0.03/each**

Optional: Application Development (customization) **\$125.00/hr**

Accepted for:
DATAMATX, Inc.

Date: 4/11/2019

By: [Signature]
Signature

Name: HARRY P. STEPHENS
Print Name

Title: CEO

Accepted for:
City of Springfield Ohio

Date: _____

By: _____
Signature

Name: _____
Print Name

Title: _____

Terms and Conditions

Version (06/19/2018)

1. **Term of Agreement.** This Agreement will remain in effect for the initial term of 1 year (12 months) upon Client acceptance date, and may be renewed for like successive terms. Agreement can be terminated by either party at end of the initial term or any renewal term. Requesting party must provide written notice at least ninety (90) days before end of the active term indicating their intent to terminate the agreement.
2. **Warranty.** Datamatx shall exercise reasonable due care and diligence in processing all work submitted by the Client and warrants all outputs to be free of errors, printing or manufacturing defects and compliant with the statement of work or specifications based on Client's approvals. Datamatx shall not be responsible in any manner for errors in data furnished by Client. If data supplied by Client is not completely machine-readable or contains errors caused by Client, Client shall be required to pay for all production related output and postage or freight charges incurred. Client will be billed at the rates agreed to for programming efforts required to correct or bypass errors or omissions in Client-supplied data. THE FOREGOING WARRANTY IS THE Datamatx EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.
3. **Charges.** INVOICES ARE DUE AND PAYABLE NET 30 days. Client is responsible for all federal, state, and local taxes based upon or arising out of the services rendered under this Agreement. Adjustments will be made for billing related errors that occurred within the prior three months from the discovery date provided they are communicated in writing to Datamatx. Datamatx may increase the prices set forth in this Agreement upon sixty (60) days written notice with prior approval from Client for services. For clarification on supply price adjustments, see paragraph thirteen (13) below; Price Fluctuations in Materials. In the event such increase is greater than the most recently published annual increase in the Consumer Price Index or more frequent than once a year, Client may terminate this Agreement by giving written notice of such termination to Datamatx any time prior to the effective date of such increase.
4. **Confidentiality.** Datamatx agrees to safeguard and treat as "confidential" all information disclosed to it pursuant to this Agreement and any associated non-disclosure agreement that may be in place. Client agrees to safeguard and treat as "confidential" all Datamatx intellectual property, business methods and processes, documentation and manuals developed pursuant to this Agreement

Client Confidential Information, including all Client submitted data and derivative data used by Datamatx during data processing, must be protected from unauthorized access, viewing or disclosure, and may never be shared with any third party without express written authorization of the Client. Scrap media containing confidential information will be destroyed in an appropriate manner to make the information unrecoverable.

All Client submitted data shall remain the exclusive property of Client. All systems, documentation, operation manuals, components, accessories and other material utilized or developed by Datamatx in connection with this Agreement shall be classified as confidential and remain the sole property of Datamatx. Upon termination of the Agreement, each party shall securely destroy or return to the other all items, paper, or documents which may contain any such confidential information.

5. **Data Categorization and Protection.** Datamatx has implemented certain policies, procedures and controls based on the NIST 80053, PCI and HITRUST cybersecurity frameworks to protect information categorized up to Moderate Impact based FISMA 199 Standards for Security Categorization of Federal Information and Information Systems. Clients are required to, at least annually, affirm the data category for Client data as Low or Moderate Impact. Datamatx reserves the right to designate the categorization of Client data, provided that Datamatx does not categorize it using a lower impact level than the Client's own affirmation.

Client Data Retention / Data Destruction. Datamatx will retain Client data in an encrypted, protected archive for a maximum period of 12 months. Datamatx will retain Client data categorized as Moderate Impact no longer than 60 days. Additional fees will apply based on any extended retention period request. It is the Client's responsibility to notify Datamatx if a shorter or longer retention period is required.

All Client data, upon reaching the expiration of its retention period, will be destroyed either by magnetically erasing the archive media, or by using an approved data shredding algorithm.

6. **Limitation of Liability.** In no event shall Datamatx be liable for incidental, special or consequential damages arising out of the performance or breach of this Agreement, regardless of the form of action, even if Datamatx is aware of the possibility of such damage, or for any claim whatsoever shall in no event exceed an amount equal to one (1) month service billing based on the prior three (3) month's billing.
7. **Default.** If the Client fails to pay any amount when due, Datamatx may with notice (i) terminate this Agreement, (ii) suspend performance, and (iii) declare any unpaid balances immediately due. In addition, Client shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by Datamatx to enforce collection of any unpaid balance due under this Agreement.
8. **Performance.** If Datamatx fails to supply acceptable quality services and products to Client and, has been given notice of such problems in writing and has been given at least 60 days to correct them and does not correct reported problems, Client then has the right to terminate this Agreement.
9. **General.** Any assignment of this Agreement by either party without the prior written consent of the other party shall be void unless it is in connection with reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. This Agreement contains the entire agreement between the parties with respect to the services and the provisions thereof may not be modified, terminated or discharged except in writing signed by the party against whom the same is sought. Any handwritten alterations to the terms and conditions contained herein must be initialed and dated by both parties executing this agreement to be valid. The provisions of this Agreement are for the express benefit of the parties whose representative signatures appear on the reverse side hereof, and neither party shall have any liability or obligation to any non-signatory of this Agreement. This Agreement shall be construed to be between businesses and shall be binding upon the parties, their successors, legal representatives and assigns. Any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia.

Terms and Conditions, cont'd

10. **Postage Deposit.** A postage deposit for an estimated 45 days postage is required in advance of any mailing and maintained in a postage escrow account. Client appoints Datamatx to serve as its purchasing agent for the procurement of postage from the USPS and Datamatx agrees to serve as Client's representative to procure postage from the USPS on its behalf. Client will not earn any interest on any deposits or other payments held by Datamatx. If service is terminated, Datamatx may apply any deposits or other payments against the outstanding final balance on Client's account.
11. **Move-Update Compliance.** To qualify for first class postage discounts, Client is required to utilize a USPS approved method to update your mailing list addresses within 95 days of each mailing. If you choose a move update method outside of Datamatx control, we will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class prior to mailing to comply with USPS regulations and protect Datamatx from USPS penalties. If Client's move-update process is successful, it is anticipated that limited pieces may be upgraded to full first class postage due to timing differences between updates to various USPS and licensee databases.
12. **Indemnification.** Datamatx agrees to indemnify and hold harmless Client, its officers, directors, employees, agents, subsidiaries, and affiliates against claims raised against Client resulting from actions or omissions of Datamatx or any of Datamatx's officers, directors, employees, agents, subsidiaries or affiliates.
13. **Price Fluctuations in Materials/Other.** The fees listed on the pricing schedule of this Agreement shall be subject to price increases or decreases subsequent to the date of this Agreement based on increases and decreases in the cost to Datamatx of paper, envelopes, and other supplies. Such price increases or decreases shall become effective only after written notice from Datamatx to Client setting forth such price change with prior negotiations. Material price increases shall not exceed the Consumer Pricing Index (CPI) adjustments in any given year. Both parties agree that CPI schedule shall be the standard measurement defining supply price increases. Client shall have the right to review information which evidences such increase or decreases in the costs to Datamatx for such items. If Datamatx provides services to Client using inkjet technology printing, and Client's requirements for printed output increases ink coverage/usage more than 2% from the original application as designed and approved, Datamatx can increase service fees related to this item without 30 days notice.
14. **Expiration of Non-Executed Agreement.** The fees and pricing listed in this agreement shall be valid with Datamatx signature for 60 days of issuance to Client. After 60 days Datamatx reserves the right to adjust fees and pricing as listed on this agreement if both parties have not fully executed in consideration of the fluctuations in pricing.
15. **Use of Contract by Other Political Jurisdictions and Public Entities.** DATAMATX advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other District of Columbia jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of DATAMATX. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and DATAMATX, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with DATAMATX concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of DATAMATX's current bid/proposal.

Initials JP Date 8/14/19

Initials _____ Date _____

Request for Commission Action

City of Springfield, Ohio

Item Number: 104-19

Agenda Date: 4/23/19

Today's Date: 4/03/19

Subject: Employment Incentive Agreement with Code Blue

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

Department: City Manager's Office/ED

Contact: Tom Franzen, x7300

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission authorize the City Manager to enter into an Employment Incentive Agreement with Code Blue LLC, a Wisconsin limited liability company licensed to do business in Ohio whose mailing address is 14 East Main Street, Springfield, Ohio 45502 to expand their end to end – claims management outsourcing solutions operation. The company will retain 126 employees and create 169 new jobs. The grant will be paid annually to the company based off actual jobs created and retained, as verified through annual reporting and municipal income tax withholding information. Upon verification of the employer's municipal income taxes withheld, the City shall pay to Code Blue LLC an amount equal to 50% of the "Actual Sum" for 5 years.

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. _____

Authorizing the City Manager to enter into an Employment Incentive Agreement with Code Blue LLC to incentivize expansion of their currently leased facility located at 14 East Main Street to create employment in the City; authorizing the City Manager, Finance Director and Law Director to do all things necessary to implement the said Employment Incentive Agreement.

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WHEREAS, Code Blue LLC is considering expanding its currently leased facility at 14 East Main Street; and

WHEREAS, Code Blue LLC wishes to create employment in Springfield for approximately 169 full-time employees and retain employment of 126 full-time employees in Springfield, if sufficient inducement is provided by the Springfield community to make continuing operations in Springfield economically attractive for Code Blue LLC; and

WHEREAS, but for the assistance to be provided by the City to Code Blue LLC pursuant to this Agreement, Code Blue LLC's facility and the related employment would be lost to the Springfield community; accordingly, the City wishes to exercise its powers under Article VIII, Section 13 of the Ohio Constitution to retain jobs and employment opportunities and promote economic development with business expansion in the Springfield community by providing the assistance to Code Blue LLC described in this Agreement to ensure the success of Code Blue LLC to maintain its business operations at 14 East Main Street and create 169 full-time employment positions; NOW, THEREFORE:

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

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance.

Section 2. That the City Manager is hereby authorized to enter into an Employment Incentive Agreement with Code Blue LLC to incentivize expansion of its currently leased facility located at 14 East Main Street, Springfield, Ohio, a copy of which is attached hereto and is hereby approved.

Section 3. That the City Manager, Finance Director and Law Director are hereby authorized to do all things necessary to implement the said Employment Incentive Agreement.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CITY OF SPRINGFIELD, OHIO
EMPLOYMENT INCENTIVE AGREEMENT

This Employment Incentive Agreement is hereby entered into as of the ____ day of April, 2019, by and between the City of Springfield, Ohio, a municipal corporation, (the "City"), located at 76 E. High St., Springfield, Ohio 45502 and **CODE BLUE LLC**, ("Code Blue"), located at 14 E. Main St., Springfield, Ohio 45502. This Agreement shall pertain to the Code Blue's expansion project at 14 E. Main St. in the city of Springfield, Ohio (the "Facility").

WITNESSETH:

Whereas, in accordance with Article VIII, Section 13 of the Ohio Constitution, entitled "Economic Development", the City desires to preserve jobs and employment opportunities and promote economic development in Springfield. As such, the City wishes to provide assistance to Code Blue, or any successor, to promote business expansion that would include, but not be limited to, enlarging its current lease, building improvements, and the addition of an estimated one hundred and sixty-nine (169) employees; and

Whereas, Code Blue has represented to the City that its business expansion will include an investment of Eight Hundred Thousand Dollars (\$800,000) with the projected employment of an additional one hundred and sixty-nine (169) new full-time employees beyond its current one hundred and twenty-six (126) full-time employees.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree to the following terms and conditions:

Section 1. Prior Incentive Agreement. Under the terms of the 2010 Code Blue Employment Incentive Agreement (the "2010 EIA"), the City provided incentives to Code Blue, which resulted in the creation of 126 full-time employment positions in Springfield. Those 126 positions constitute the base number of positions for this Agreement. This Agreement provides additional incentives for the creation of positions over and above this base number of positions.

Section 2. Employment Development Incentive. The City hereby grants to Code Blue a five (5) year, fifty percent (50%) grant pertaining specifically to the new income tax generated as a result of an increase in the number of full-time employment positions at the Facility. Code Blue anticipates hiring one hundred and sixty-nine (169) new full-time employees, in addition to the employees staffing the base number of positions, for a total of two hundred ninety-five (295) employees. The result of this new hiring is estimated to create approximately One Hundred Fifty-One Thousand Dollars (\$151,000) in new income tax revenue annually.

Section 3. Code Blue's Project Obligations. For the purposes of this Agreement, a full-time employee is defined as an individual who works and is compensated for at least thirty-five (35) hours during a calendar week. Code Blue will be credited for part-time employees as a portion of a full time employee based on the portion of a 35-hour week the part-time employee works (e.g., a part-time employee working 17.5 hours per week will count as one half of a full-time employee so that two (2) 17.5 hour-per-week part-time employees will count as one full-time employee). Throughout the term of this Agreement Code Blue shall staff the base number of positions, and shall utilize its best efforts to add 169 new full-time employees.

Section 4. Submission of Reports.

- A. Within 10 business days of the execution of this Agreement, Code Blue shall submit to the Office of the City Manager, as set forth in Section 9 below, a report concerning the base number of positions. That report shall list the name, address, job function, and position title with respect to each Code Blue employee in one of the base positions.
- B. On or before March 31 of each calendar year through 2025, Code Blue shall submit to the City a report with respect to every employee employed at the Facility. The report shall list for every Code Blue employee:
 - a. Their name, address, job function, and/or position title;
 - b. If the employee is a new, full-time employee or a base employee;
 - c. Their compensation during the prior calendar year; and
 - d. The amount of city of Springfield municipal income tax withheld for each employee to pay the taxes imposed by the City's Codified Ordinances.

The City may audit the report by comparing it to tax withholding reports submitted by Code Blue in accordance with the City's municipal income tax ordinances. After receipt of the above report from Code Blue, the City will determine the amount of municipal income tax revenue collected on qualifying wages by the City's Codified Ordinances attributable to Code Blue employees at the Facility over and above the employees in the base positions. This sum shall be called the "New Revenue".

No later than May 15 of each calendar year 2020 through 2025, the City shall pay to Code Blue an amount equal to fifty percent (50%) of the New Revenue.

Section 5. Assurances. Code Blue agrees that all operations conducted by or pursuant to this Agreement shall be in complete compliance with all federal, state, and local constitutions, Charters, statutes, ordinances, rules, and regulations of whatever nature. Discrimination by Code Blue on grounds of race, religion, color, ancestry, national origin, sex, or sexual orientation is unlawful and may result in termination of this Agreement.

Section 6. Breach and Termination. Should Code Blue materially fail to fulfill its obligations under this Agreement or if the City determines that any representations by Code Blue have been fraudulent, the City may terminate or modify the terms of this Agreement and therein may require repayment of the amount of prior payments. If the City makes a demand for repayment, Code Blue shall make such repayment within thirty (30) days.

Section 7. Good Standing. Code Blue affirmatively covenants that it does not owe: (1) any delinquent taxes to the state of Ohio (the "State") or a political subdivision thereof; (2) any monies to the State or a State Agency for the administration or enforcement of any environmental laws of the State; (3) any other monies due to the State, a State Agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 8. Representations and Warranties. Each party represents and warrants to the other party hereto as follows:

- A. It has received all approvals necessary to enter into this Agreement and is authorized to execute the same, which is a binding, valid obligation upon it, enforceable in accordance with its terms and conditions.
- B. It is duly organized and validly existing under the laws of the state of Ohio and city of Springfield, Ohio (in the case of the City) or under the laws of the state of Delaware (in the case of Code Blue), as applicable, and is in good standing with the state of Ohio and city of Springfield, Ohio.

Section 9. Notices. All notices, demands, and requests required or permitted to be given under this Agreement must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid, and must be addressed to the parties at the respective address of each party as shown below or otherwise as designated:

If to the City:	Tom Franzen Office of the City Manager City of Springfield, Ohio 76 E. High St. Springfield, Ohio, Ohio 45502
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If to Code Blue:	Dan Wilson, CEO Code Blue LLC 14 E. Main St., 4 th Floor Springfield Ohio 45502
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Section 10. Miscellaneous.

- A. The applicable laws of the city of Springfield, Ohio and the state of Ohio shall govern this Agreement, including but not limited to matters of validity, construction, effect, and performance.
- B. If the project fails to proceed as specified in this Agreement the City Commission may rescind this Agreement upon the recommendation of the City's Administration.
- C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum or Amendment to this Agreement.
- D. This Agreement and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the state of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.
- E. This Agreement shall be executed in identical counterparts, each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
- F. Additionally, by affixing his signature below, the officer signing on behalf of Code Blue represents that he is a duly authorized officer of Code Blue with authority to act on behalf of and bind Code Blue to this Agreement.

WARNING: It is unlawful for officials and employees of the City to receive gratuities.

Request for Commission Action City of Springfield, Ohio

Item Number: 282-08a

Agenda Date: 4/23/19

Today's Date: 4/15/19

Subject: Confirm and Approve Amendment #3 to Hangar Lease with SelectTech Lease

Submitted By: Tom Franzen, Assistant Mgr. and Director of Economic Development

Department: City Manager's Office

Contact: Tom Franzen, x7303

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|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request Commission approve Amendment #3 to the hangar lease between the City of Springfield and SelectTech Services Corporation dba SelectTech at the Springfield-Beckley Municipal Airport. The Amendment is for the renewal term of 30 months. All other respects to the Hangar Lease shall continue in full force and effect.

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

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

AN ORDINANCE NO. _____

Confirming and approving Amendment #3 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport.

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WHEREAS, the City and SelectTech Services Corporation, dba SelectTech have entered into a Hangar Lease Agreement dated effective November 1, 2008 and amended on November 10, 2009 and February 1, 2017, and the parties wish to amend the agreement to modify the renewal term and lease rates; NOW, THEREFORE:

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

Section 1. That this Commission hereby confirms and approves Amendment #3 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport, a copy of which is attached hereto, to modify the renewal term and lease rates.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

HANGAR LEASE

BETWEEN

**THE CITY OF SPRINGFIELD, OHIO
LANDLORD**

AND

**SELECTTECH SERVICES CORPORATION OBA SELECTTECH
TENANTS**

at the

SPRINGFIELD BECKLEY MUNICIPAL AIRPORT

AMENDMENT#3

HANGAR LEASE AMENDMENT #3

THIS LEASE AMENDMENT is effective as of _____, 2019, by and between **THE CITY OF SPRINGFIELD, OHIO** ("City"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio and owner of the Springfield-Beckley Municipal Airport (the "Airport"), including the "Premises" and the "Option Property" (as hereinafter defined), and **SELECTTECH SERVICES CORPORATION DBA SELECTTECH**, an Ohio corporation (the "Tenant").

WHEREAS, City and Tenant have entered into a Hangar Lease agreement dated effective November 1, 2008 (the "Initial Hangar Lease") and wish to modify certain provisions of the Subject Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows:

Section 1. **BASIC TERMS.**

(f) **Renewal Term:** The renewal term of this lease shall be for one period of thirty (30) months, commencing with the effective date of this Agreement as written above.

(j) **Renewal Term Premises Rent:** Renewal term rent shall be at the rates set forth below for the following specified periods for a total rental amount of Ninety-Three Thousand and Fourteen Dollars and Eighty-Eight Cents (\$93,014.88). It shall be payable per the monthly scheduled of installments as set forth below:

(i) January 1, 2019- December 31, 2019 - monthly rental amount of \$2,990.00;

(ii) January 1, 2020- June 30, 2021- monthly rental amount of \$3,173.44.

In all other respects the Hangar Lease shall continue in full force and effect. The Hangar Lease as amended by this Amendment #3.

IN WITNESS WHEREOF, City and Tenant have executed this Amending Agreement #3 by their duly authorized representatives on the date first above written.

APPROVED AS TO
FORM AND
CORRECTNESS:

BY: _____

Jill Allen
Assistant Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Bryan Heck, City Manager

SELECTTECH SERVICES
CORPORATION DBA SELECTTECH

By: _____

STATE OF OHIO }
COUNTY OF CLARK } SS:

On this ____ day of _____, 2019, before me appeared Bryan Heck, to me personally known, who being by me duly sworn, did say that he is the City Manager of THE CITY OF SPRINGFIELD, OHIO (the City) who acknowledged said instrument to be his free act and deed and the free act and deed of the City.

NOTARY PUBLIC

STATE OF OHIO }
COUNTY OF ~~CLARK~~ } SS:
 Warren

On this 8th day of April, 2019, before me appeared Scott A. Sullivan, to me personally known, who being by me duly sworn, did say and acknowledge that he/she is the President/CEO of SELECTTECH SERVICES CORPORATION who said instrument was signed as his/her free act and deed on behalf of such corporation.

Kimberly Ann Derrenkamp
NOTARY PUBLIC

This instrument prepared by The City of Springfield, Ohio.



KIMBERLY ANN DERRENKAMP
Notary Public, State of Ohio
My Commission Expires 01-21-2021

Request for Commission Action

City of Springfield, Ohio

Item Number: 282-08b

Agenda Date: 4/23/19

Today's Date: 4/15/19

Subject: Confirm and Approve Amendment #4 to SelectTech Lease

Submitted By: Tom Franzen, Assistant Mgr. and Director of Economic Development

Department: City Manager's Office

Contact: Tom Franzen, x7303

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|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request Commission approve Amendment #4 to the hangar lease between the City of Springfield and SelectTech Services Corporation dba SelectTech at the Springfield-Beckley Municipal Airport. The amendment allows for the continued temporary placement of an office trailer for July 31, 2018 through June 30, 2021.

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 and approving Amendment #4 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport.

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WHEREAS, the City and SelectTech Services Corporation, dba SelectTech have entered into a Hangar Lease Agreement dated effective November 1, 2008 and amended on November 10, 2009 and February 1, 2018, and the parties wish to amend the agreement to allow for the temporary placement of an office/job trailer for the period of July 31, 2018 through June 30, 2021; NOW, THEREFORE:

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

Section 1. That this Commission hereby confirms and approves Amendment #4 to the Hangar Lease between the City and SelectTech Services Corporation, dba SelectTech at the Springfield-Beckley Municipal Airport, a copy of which is attached hereto, to allow for the temporary placement of an office/job trailer for the period of July 31, 2018 through June 30, 2021.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

HANGAR LEASE
BETWEEN
THE CITY OF SPRINGFIELD, OHIO LANDLORD
AND
SELECTTECH SERVICES CORPORATION OBA SELECTTECH
TENANTS
at the
SPRINGFIELD BECKLEY MUNICIPAL AIRPORT
AMENDMENT#4
TEMPORARY PAC and ADDENDUM

TEMPORARY PAC-VAN ADDENDUM
(Hangar Lease Amendment #4)

THIS LEASE AMENDMENT is effective as of _____, 2019, by and between THE CITY OF SPRINGFIELD, OHIO ("City"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio and owner of the Springfield-Beckley Municipal Airport (the "Airport"), including the "Premises" and the "Option Property" (as hereinafter defined), and SELECTTECH SERVICES CORPORATION DBA SELECTTECH, an Ohio corporation (the "Tenant").

WHEREAS, City and Tenant entered into a Hangar Lease Agreement dated, effective November 1, 2008 and amended November 10, 2009 (the "Initial Hangar Lease"). Thereafter, the parties entered into an Amendment #2 -- Temporary Pac Van Addendum ("Amendment #2") February 1, 2017 and hereby wish to modify certain provisions of the Hangar Lease Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows to a renewal in the term of Amendment #2:

Section F. On and after _____, 2019 and continuing through June 30, 2021, Tenant shall have the right and privilege to install upon the Premises and occupy a temporary Pac Van building, described in Exhibit K in Amendment #2.

Section G. In all other respects the Hangar Lease shall continue in full force and effect.

IN WITNESS WHEREOF, City and Tenant have executed this Amending Agreement by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:
Jerome M. Strozdas, Law Director

THE CITY OF SPRINGFIELD, OHIO

By: _____
Assistant Law Director

Bryan Heck, City Manager

SELECTTECH SERVICES
CORPORATION DBA SELECTTECH

By:  _____

STATE OF OHIO

COUNTY OF CLARK

)
)
) SS:

On this _____ day of _____, 2019, before me appeared Bryan Heck, 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 his free act and deed and the free act and deed of the City.

NOTARY PUBLIC

STATE OF OHIO

COUNTY OF CLARK

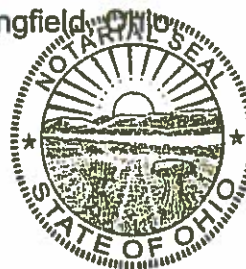
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On this 8th day of April, 2019, before me appeared Scott A. Sullivan, to me personally known, who being by me duly sworn, did say and acknowledge that he/she is the President/CEO of SELECTTECH SERVICES CORPORATION who said instrument was signed as his/her free act and deed on behalf of such corporation.

Kimberly Ann Derrenkamp
NOTARY PUBLIC

This instrument prepared by The City of Springfield, Ohio



KIMBERLY ANN DERRENKAMP
Notary Public, State of Ohio
My Commission Expires 01-21-2021

Request for Commission Action

City of Springfield, Ohio

Item Number: 105-19

Agenda Date: 04/23/19

Today's Date: 04/16/19

Subject: Mill Run Sewer Cleaning and Inspection Services

Submitted By: Mark Beckdahl, Finance Director

Department: Service/Utilities

Contact: Leslie McDermott, Utilities Coordinator

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input checked="" 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 enter into a contract with Champion Cleaning Specialists, Inc., for Mill Run Sewer Cleaning and Inspection Services. The total not-to-exceed cost shall be \$53,547.00. This recommendation is based on the lowest and best of two (2) bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Utilities/Sewer	637 Sewer System Expansion Bond Const.	140638-6050 PR 7229	\$53,547.00

Total Cost: \$53,547.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for Mill Run Sewer Cleaning and Inspection Services with Champion Cleaning Specialists, Inc. for an amount not to exceed \$53,547.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received a bid for Mill Run Sewer Cleaning and Inspection Services; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Champion Cleaning Specialists, Inc. for an amount not to exceed \$53,547.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for Mill Run Sewer Cleaning and Inspection Services with Champion Cleaning Specialists, Inc. for an amount not to exceed \$53,547.00.

Section 2. That the contract entered into by the City shall incorporate the specifications prepared by the Purchasing Division, which are hereby approved, and made available to providers submitting bids to the City, and shall conform to the recommendations of the City's Purchasing Division as made to this Commission.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 106-19

Agenda Date: 4/23/2019

Today's Date: 4/12/2019

Subject: Revise Chapter 916 entitled Use of Public Sewers

Submitted By: Chris Moore

Department: Service

Contact: Leslie McDermott 561-8153

<input checked="checked" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input type="checkbox"/> Contract	

Prior
Ordinance/Resolution: 11-101
91-90

Date of Prior
Ordinance/Resolution: 4-12-2011
3-12-1991

Summary:

Respectfully request City Commission authorization to amend the Codified Ordinances of The City of Springfield, Ohio by enacting revisions to Chapter 916 entitled Use of Public Sewers. Revisions include updating terminology to comply with current state and federal regulations and an overall restructuring of paragraphs within the chapter.

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. _____

Amending 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 Chapter 916 entitled, *Use of Public Sewers*.



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 enactment of Chapter 916 to read as follows:

CHAPTER 916
Use of Public Sewers

916.01	Definitions.
916.02	Use of Public Sewers.
916.03	Obligations of Dischargers – Application and Reports.
916.04	Obligations of Dischargers – Facilities and Equipment.
916.05	Issuance of Local Permit
916.06	Fees.
916.07	Prohibitions.
916.08	Enforcement.
916.99	Penalty.

CROSS REFERENCES

Compulsory sewer connections—see Ohio R.C. 729.06
Sewer regulations—see Ohio R.C. 729.51
Untreated sewage—see Ohio R.C. 3701.59
Private sewage disposal systems—see OAC Ch. 3701.29

916.01 DEFINITIONS.

Whenever used in this chapter:

- (a) "Act" means the Clean Water Act (33 U.S.C. 1251 et seq) as amended.
- (b) "BOD" (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the carbonaceous and nitrogenous biochemical oxidation of organic

matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter (mg/L).

- (c) "Best Management Practice" (BMP): Any schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in OAC 3745-3-04. BMP's also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
- (d) CBOD (Denoting Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen utilized in the carbonaceous biochemical oxygen demand of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter (mg/L).
- (e) "Categorical Pretreatment Standards" means the National Pretreatment Standards of the Clean Water Act (33 U.S.C. 1251 et seq) specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the Springfield POTW by specific industrial dischargers.
- (f) "CFR" means code of federal regulations.
- (g) "Chronic violation" means that sixty six percent (66%) or more of the measurements in a six (6) month period have exceeded the limits in the Local Permit issued by the City to the Discharger as measured at a monitoring point designated in the Local Permit.
- (h) "Combined sewer" means a sewer designated to receive both surface runoff and sewage.
- (i) "Compatible pollutant" shall mean pollutants which the treatment plant was designed to treat which are BOD, suspended solids, fecal coliform, phosphorous and ammonia.
- (j) "Composite wastewater sample" means a combination of individual samples of water or wastewater taken at selected intervals, either time proportional or flow proportional, as to minimize the effect of the variability of the individual sample. The individual aliquots comprising the time and flow proportional samples will be of roughly equal volume.
- (k) "Director" means the Director of the Service Department of the City, or the Director's authorized deputy, agent, or representative.
- (l) "Industrial discharger" means any non-residential user who releases any effluent into the POTW by means of pipes, conduits, pumping stations, force mains, construction drainage ditches, intercepting ditches, and all constructed devices and appliances appurtenant thereto.
- (m) "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispersing of food, and from the handling, storage and sale of produce.
- (n) "Grab Sampling:" An individual sample, taken at one specific point in time, and not combined with any other samples taken.
- (o) "Hazardous waste" means any waste or combination of wastes which pose a substantial present or potential hazard to human health or living organisms because such wastes are non-biodegradable or persistent in nature or because they can be biologically magnified, or because they can be lethal, or because they may otherwise cause or tend to cause detrimental cumulative effects, including any substance, combination of substances or mixtures as defined as "hazardous wastes" in 40 CFR Part 261.
- (p) "High Strength sewage" is defined as sewage containing more than 500 mg/L total Suspended Solids, 400 mg/L BOD, and/or 30 mg/L Ammonia Nitrogen.
- (q) "Industrial wastes" means the liquid or solid wastes from industrial manufacturing

- processes, trade or business as distinct from sanitary sewage.
- (r) "Industrial user" means any source of the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307 (B)(C)(D) of the Act.
 - (s) "Interference" means the inhibition or disruption of the POTW, treatment processes or operations which contributes to a violation of any requirement of its NPDES permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act or any criteria, guidelines, or regulations developed pursuant to the Clean Air Act, the Solid Waste Disposal Act (including Title II, more commonly known as the Resource Conservation and Recovery Act), the Toxic Substance Control Act, the Marine Protection Research And Recovery Act, or any more stringent state criteria.
 - (t) "Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
 - (u) "New source or new discharger" means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of the proposed pretreatment standards under Section 307(C) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that: (1) the building, structure, facility or installation is constructed at a site at which no other source is located; or (2) the building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or (3) the production or wastewater generating process of the building, structure, facility or installation are substantially independent of existing source at the same site.
 - (v) "Normal sewage" is defined as sewage containing not more than 250 mg/L Suspended Solids, or 200 mg/L BOD, or 15 mg/L Ammonia Nitrogen.
 - (w) "NPDES permit" shall mean the National Pollution Discharge Elimination System permit in effect as issued by the Ohio Environmental Protection Agency to the City for the operation of the POTW which regulates the strength of the POTW effluent at its discharge point to the Mad River.
 - (x) "Pass through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirements of the NPDES Permit.
 - (y) "Person" means any individual, firm, company association, society, corporation, or group.
 - (z) "pH" means the logarithm of the reciprocal of the concentration of hydrogen ions in gram equivalents per liter of solution.
 - (aa) "POTW" means Publicly Owned Treatment Works or any sewage treatment works and the sewers and conveyances appurtenances discharging thereto, owned and operated by the City of Springfield.
 - (bb) "Pretreatment" means the reduction of the amounts of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.
 - (cc) "Pretreatment regulations" is defined as a discharge limit related to pretreatment that is imposed on an industrial discharger by the Ohio Administrative Code Chapter 3745-3, Chapter 916 of the Codified Ordinances of the City of Springfield, Ohio, any control mechanism (including a Local Permit), categorical pretreatment standards, prohibitive discharge limits established pursuant to rule 3745-3-04 of

the Ohio Administrative Code, local limits established pursuant to paragraph (C)(4) of rule 3745-3-03 and paragraph (D) of rule 3745-3-04 of the Ohio Administrative Code, and any enforceable schedule designed to achieve compliance with such limit.

- (dd) "Priority pollutant" means any of the pollutants classified by the USEPA in 40 CFR Part 122, Appendix D, and amendments. These generally consist of volatile and semi-volatile organic compounds, pesticides, poly-chlorinated biphenyls and metals.
- (ee) "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (ff) "Public sewer" means a sewer which is controlled by public authority.
- (gg) "Regulated industrial categories" means those categories defined in the Clean Water Act (33 U.S.C. 1251 et seq) as being regulated.
- (hh) "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- (ii) "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present.
- (jj) "Sewer" means a pipe or conduit for carrying sewage.
- (kk) "Shall" is mandatory; "may" is permissive.
- (ll) "Significant Non-Compliance" means a violation which remains uncorrected forty five (45) days after notification of noncompliance; which is part of a pattern of noncompliance over a twelve month period, either chronic violations or technical review criteria violations; which involves a failure to accurately report noncompliance; or which resulted in the POTW exercising its emergency authority under 40 CFR, Part 403.8(f)(1)(vi)(B).
- (mm) "Significant industrial user" means all categorical industries and any non-categorical industry that has either, 1) a discharge averaging 25,000 gallons per day of process wastewater per billing period, or 2) discharges less than 25,000 GPD [determined by the average daily discharge per billing period] and contributes a process consistent waste-stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the treatment plant and/or 3) has a reasonable potential, in the opinion of the director, to adversely affect the POTW.
- (nn) "Slug" means any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge that has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions. The results of these activities shall be made available to the director upon request.
- (oo) "Storm sewer" means a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.
- (pp) "Suspended solids" means any solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.
- (qq) "Technical Review Criteria (TRC) violations" means that thirty three percent (33%) or more of all the measurements for each pollutant parameter taken during a six month period have equaled or exceeded the product of the daily maximum limit or average limit multiplied by the applicable TRC (TRC=1.4 for fats, oil and grease,

and 1.2 for all other pollutants except pH) as measured at a monitoring point designated in the Local Permit.

- (rr) "TKN" means Total Kjeldahl Nitrogen determined by the Kjeldahl method as nitrogen in the form of organic proteins and/or their decomposition product ammonia expressed in milligrams per liter (mg/L).
- (ss) "Total Toxic Organics" (TTO) means the sum of masses or concentrations of specific toxic organic compounds found in the industrial discharger's process discharge at a concentration greater than 0.01 mg/L. Each categorical standard is listed in 40 CFR Part 403, the specific toxic organic compounds that are to be included in the summation to define TTO for the category. If the industry is not defined under the categorical standards, then total toxic organics means the organic constituents that are considered federal priority pollutants.
- (tt) "Toxic pollutants" means those substances considered by the Federal Environmental Protection Agency as priority pollutants.
- (uu) "Upset" means an exceptional incident in which a discharger unintentionally and temporarily is in a state of non-compliance with the standards set forth in this ordinance due to factors beyond the reasonable control of the discharger, and excluding non-compliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.
- (vv) "Watercourse" means a channel in which flow of water occurs, either continuously or intermittently.
- (ww) "Wastewater Treatment Plant" means any arrangement of devices and structures used for treating sewage.
- (xx) "Non-polar fat, grease, and oil material" means that portion of the Hexane Extractable Material (HEM) not absorbed by silica gel used in USEPA testing Method 1664A.
- (yy) "Polar fat, grease, and oil material" means that portion of the Hexane Extractable Material (HEM) that is absorbed by silica gel used in USEPA testing Method 1664A.

916.02 USE OF PUBLIC SEWERS.

- (a) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. All existing connections allowing such discharge may be reviewed and approved or rejected by the Director upon consideration of the resulting hardships and related factors.
- (b) Non-contact cooling water may be discharged to a storm sewer or natural outlet. Non-contact cooling water may be discharged to a combined sewer only with approval of the Director.
- (c) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - (1) Any liquids, solids, or gasses which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewer system or the POTW or to the operation of the POTW, including, but not limited to, waste-streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test method specified in 40 CFR

261.21. Prohibited substances include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, ketones, aldehydes, peroxides, chlorates, alcohols, bromates, carbides, hydrides, perchlorates, sulfides and any other substance which the City, the state, or EPA has notified the user is a fire hazard or hazard to the system.

- (2) Any waters or wastes containing toxic or poisonous pollutants as solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to human or animals, create a public nuisance or create any hazard in the receiving waters of the POTW.
 - (3) Any waters or wastes having a corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, wood, glass, rags, feathers, tar, flashings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (5) Any waters or wastes containing objectionable or toxic substances in excess of the allowable limits determined by the Director and listed in the "Index of Restricted Substances" posted at the Wastewater Treatment Plant, the City Service Center and on the City's website.
 - (6) Any waters or wastes which may cause the POTW to exceed NPDES Permit conditions.
- (d) No discharger shall increase the use of potable or process water in any way, nor mix separate waste streams for the purpose of diluting a discharge to partially or completely substitute adequate treatment to achieve compliance with the standards set forth in this ordinance.
- (e) No person shall discharge any hazardous wastes to the POTW by truck, rail, or dedicated pipeline. Industrial dischargers are required to notify the POTW if they are disposing of any Resource Conservation and Recovery Act (RCRA) listed or characteristic hazardous wastes, as defined in 40 CFR 261, by discharging it into the POTW. Exempt from this notification requirement are these industrial dischargers who discharge 15 kilograms or less per month of non-acute hazardous wastes. All industrial dischargers shall promptly notify the Director in advance of any substantial changes in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial discharger has submitted initial notification under 40 CFR 403.12(p).
- (f) No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Director that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of sewage treatment process, capability of the POTW, and other pertinent factors. The substances

prohibited are:

- (1) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit, or 65 degrees Celsius at the discharge point into the sewer and/or any temperature which would cause the POTW to have an influent temperature of 104 degrees Fahrenheit or 40 degrees Celsius at any time.
- (2) Any water or wastes containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit, or between 0 degrees and 65 degrees Celsius.
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipment with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the Director.
- (4) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions.
- (5) Any waters or wastes containing taste or odor producing substances in such concentrations as exceed limits which may be established by any State, Federal, or other public agency having jurisdiction over the discharge of such substances to the receiving waters.
- (6) Any radioactive waste or isotopes of such half-life or concentration as may exceed limits established by the Director in compliance with applicable State or Federal regulations.
- (7) Materials which exert or cause:
 - (A) Unusual concentration of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residue) or of dissolved solids, (such as, but not limited to, sodium chloride and sodium sulfate).
 - (B) Excessive discoloration, such as, but not limited to, dye wastes and vegetable tapping solutions.
 - (C) Unusual requirements of BOD, suspended solids, or chlorine demand in such quantities as to constitute a significant load on the POTW.
 - (D) Unusual volume of flow or concentration of wastes constituting "slugs" as defined in 916.01(nn).
- (8) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the POTW effluent cannot meet the requirements of other agencies having jurisdiction over the discharge of such substances to the receiving waters or will contaminate the sludge thereby rendering it unsuitable for reclamation.
- (g) No discharger subject to the National Categorical Pretreatment Standards as promulgated by the U.S. Environmental Protection Agency (USEPA) shall fail to meet by the applicable standards.

916.03 OBLIGATIONS OF DISCHARGERS – APPLICATION AND REPORTS.

- (a) All persons proposing to connect to or discharge sewage, industrial wastes and other wastes to the POTW shall submit a utility service application to the City of Springfield before connection or discharging to the POTW. In addition, all industrial dischargers proposing to connect to or contribute to the POTW shall complete and file with the City a Baseline Monitoring Report and any other pertinent documents deemed by the City as being necessary to determine discharge characteristics and flow. If, in the opinion of the Director, an industrial discharger is required to obtain a wastewater discharge permit, known as a Local Permit, the Baseline Monitoring

Report may be used as the application. Additionally, if in the opinion of the Director, an industrial discharger is required to develop a slug discharge control plan, the plan must be submitted and approved before the permit may be approved. This plan must be reviewed and updated each time the permit is renewed. The slug discharge plan must include, but is not limited to the following:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under paragraph (B) of rule 3745-3-04 of the Administrative Code, with procedures for follow-up written notification within five days;
- (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of wastewater discharge, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.

The Local Permit will be issued with the following specifications and in accordance with OAC 3745(C)(1)(c) and 40 CFR 403.8(f)(1)(iii):

- (1) To a specific user for a specific operation.
- (2) The Local Permit is non-transferable and shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. Any succeeding owner or user shall also apply for a new Local Permit.

The City of Springfield has the right to disapprove permit applications for new dischargers or increases to existing loadings before discharges actually commence. The City has the right to revoke existing permits should it become necessary to protect the POTW or its discharge points or for violations of this ordinance. No significant industrial user shall discharge into any City sewer, whether directly or indirectly, without a Local Permit. Should changes occur to the significant industrial user's operation or any system that might alter the nature, quality, or volume of its wastewater, that user must notify the Director at least thirty (30) days in advance, and request that a new permit be issued.

- (b) All new industrial dischargers will submit a Baseline Monitoring Report within 90 days before connection to the sanitary sewer system. The report shall be in such form as prescribed by the Director and shall include such information as the Director shall require.

The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not what additional operating and maintenance and/or pretreatment is necessary to bring the discharger into compliance with the applicable pretreatment requirements. All sampling requirements must meet the standards in 916.03(f).

- (c) In addition to the report in subsection 916.03(b), each industrial discharger regulated by the Federal Categorical pretreatment standards as promulgated by the USEPA shall submit to the City within ninety (90) days of initial discharge and on a bi-annual basis, a compliance report. This compliance report shall be in such form

as prescribed by the Director and shall include such information as the Director shall require.

All sampling shall be performed as outlined in subsection 916.03(f).

If any significant industry that is required to self-monitor analyzes any pollutant more frequently than required by its discharge permit, using approved analytical methods as specified herein, the results of such monitoring shall be included in the following compliance reports. If any self-monitoring, results show a violation of this ordinance then the discharger must notify the City within twenty-four (24) hours after becoming aware of the violation and must resample for the parameters in violation and report the results to the POTW within thirty (30) days of becoming aware of the initial violation.

- (d) Any discharger subject to this ordinance shall, if deemed necessary by the City, submit to the Director a quarterly report indicating the nature and concentration of all substances prohibited or regulated by this ordinance or Federal Categorical Pretreatment Standards that are contained in its discharge and the average and maximum daily flows in gallons.
- (e) In the event any substance, material, slug, upset, water or waste the discharge of which is prohibited by subsection 916.02(d) and subsection 916.02(e) herein is discharged into the sewer system, the person responsible for such discharge shall notify the City immediately, and in no case later than one (1) hour following such discharge, by calling the emergency number provided. The person responsible for such discharge shall report to the Director in writing within five (5) days after the discharge as to the cause, action taken, and measures taken to prevent such occurrences from happening again. All costs incurred to correct any damage resulting from such discharge shall be charged to the discharger and any person responsible for such discharge. Each such discharge shall be considered separately and costs and charges shall be levied accordingly. Failure of the person responsible for such discharge to report it, or to institute such corrective measures as are necessary to prevent a subsequent discharge after having been notified in writing by the City to do so and having been given a reasonable time in which to institute such measures, may result in the sewer through which such discharge enters the public sewer being disconnected from the public sewer. A sewer disconnected under this provision will not be reconnected until, in the opinion of the Director, appropriate corrective measures have been implemented.
- (f) All analyses required by this Chapter shall be performed by the discharger, or by his agent, in accordance with 40 CFR, Part 136 and amendments thereto. Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedure set forth in the most recent publication of the USEPA, "Sampling And Analysis Procedures For Screening Of Industrial Effluents For Priority Pollutants", and/or the USEPA manual "Methods For Chemical Analysis For Water And Wastes" and/or the American Public Health Association "Standard Methods For the Examination Of The Water And Wastewater" and amendments thereto, or with any other sampling and analytical procedure approved by the administrator of the USEPA or Ohio EPA. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined

at the control structure (per the Local Permit and/or subsection 916.041(c)) provided, or upon suitable samples taken at the control structure. In the event that no special structure has been required, the control structure shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by the customarily accepted methods to reflect the effect of constituents upon the property. The particular analyses involved will determine whether a twenty-four hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Samples will be collected by and analyzed by personnel assigned by the City for that duty. Additionally, when flow-measuring equipment has been required to be installed, sampling shall be completed using the flow proportional method for those parameters requiring composite sampling.

- (1) The following analytes shall utilize the "grab" sample technique: Cyanide (Total and Free), Hexavalent Chromium, Oil and Grease (Total, Non-Polar and Polar), pH, Total Phenols and Volatile Organic Compounds. All other analytes shall utilize the "Composite" sample technique, using time or flow proportional sampling as required.
 - (2) All samples shall be representative of the discharge and taken during normal facility operations.
- (g) All reports required under this section shall include the following certification statement: "I certify that under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." All reports that are more than forty five (45) days late shall require that the Sewer User be found in Significant Non-Compliance. All reports shall be signed by a manager that:
- (1) Is authorized to make managerial decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and;
 - (2) Initiates and directs other comprehensive measures, to assure the long-term environmental compliance with applicable laws and regulations.
 - (3) Can ensure that the necessary systems are established or that the necessary actions are taken to gather complete and accurate information for control mechanism requirements and;
 - (4) Is assigned or delegated the authority to sign documents in accordance with corporate procedures,
Or by an authorized representative of the industrial user as defined in OAC 3745-3-06(F).
- (h) The City, at its discretion, may issue Monitoring Waivers to Categorical Industrial Sewer Users. Monitoring Waivers will not be issued to Centralized Waste Treatment facilities as regulated and defined in 40 CFR 437. These waivers allow dischargers subject to a waiver to forego sampling and analyzing for certain pollutants, as identified by the City and regulated by categorical pretreatment standards, under the following conditions:

- (1) Those pollutants not already exempted by other certification processes and/or requirements established by the City;
 - (2) If a waived pollutant is found to be present or is expected to be present based on changes that occur in the industrial discharger's operations, the discharger shall be required to immediately notify the City in writing and begin monitoring that pollutant at the frequency specified in the City's pretreatment program.
 - (3) In making a demonstration that a pollutant is not present, the industrial discharger must provide the following:
 - (A) An analysis of four (4) consecutive samples of process wastewater, prior to any treatment process present at the facility that is representative of normal operations.
 - (B) Non-Detectable sample results may only be used as a demonstration that a pollutant is not present only if procedures from subsection 916.03(f) of this ordinance is followed and;
 - (C) The lowest method detection limit for that pollutant was used.
 - (4) These waivers must be requested by an industrial sewer Discharger. If approved by the City, the waivers will be included in the respective Local Permits. Dischargers issued a Monitoring Waiver will still be responsible for meeting the limits of those parameters whose monitoring has been waived. Monitoring Waivers will expire with the related Local Permit or within 5 years of issue, whichever occurs first. A new waiver may be granted in conjunction with a new Local Permit.
 - (5) A Monitoring Waiver may be revoked due to a change in industrial activity, upon receipt of results indicating that any waived parameter has exceeded the respective limit, or any other reasonable basis.
 - (6) Any industrial discharger granted a Monitoring Waiver must include the following language on each compliance report:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the pretreatment standards under 40 CFR [specify applicable national pretreatment standard part or parts], I certify that, to the best of my knowledge and belief, there has been no increase in the level of [list pollutant or pollutants] in the wastewaters due to the activities at the facility since submittal of the last periodic report under paragraph (E) of rule 3745-3-06 of the Administrative Code."
- (i) All dischargers subject to this ordinance shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling, and chemical analysis made by or on the behalf of a discharger in connection with its discharge. All records which pertain to matters which are subject to administration adjustment or any other enforcement or litigation activities brought by the City of Springfield pursuant hereto shall be retained and preserved by the discharger until all enforcement activities have concluded and all periods of limitations with respect to any and all appeals have expired.
 - (j) Information and data furnished to the City of Springfield with respect to the nature and frequency of discharge shall be available to the public or other governmental

agencies without restriction unless the discharger specifically requests and is able to demonstrate to the satisfaction of the Law Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of proprietary information of the discharger. Information deemed to be trade secrets by the Law Director shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this ordinance, the National Pollution Discharge Elimination System (NPDES) Permit, State Disposal System Permit and/or the pretreatment programs.

- (k) The Director reserves the right to issue General Permits for those industries that discharge similar types of wastes, have substantially similar types of operations, require the same effluent limitations and require the same or similar monitoring. These General Permits shall not be issued to significant industrial users or industrial dischargers whose limits are based on pretreatment standards expressed as mass of pollutant discharged per day.

916.04 OBLIGATIONS OF DISCHARGERS – FACILITIES AND EQUIPMENT

- (a) If the pretreatment or equalization of waste flows is required by this Chapter, then the design and installation of the plants and equipment required shall be subject to the Director's approval. Grease, oil, and sand interceptors shall be provided, when in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing harmful ingredients; except that such interceptors shall not be required for private dwelling units. All interceptors shall be of a type and capacity approved by the Director, and shall be located as to be readily and easily accessible for cleaning and inspection.
- (b) Where preliminary treatment or flow-equalizing facilities are provided for any water or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (c) When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters, flow measuring devices and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structure, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the City. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

916.05 ISSUANCE OF LOCAL PERMIT.

- (a) Upon determination by the Director that a discharger or prospective discharger has fulfilled all obligations with regard to the issuance of a Local Permit, the Director shall issue such Local Permit.
- (b) The Local Permit may contain conditions that the Director reasonably determines are necessary to achieve compliance with this Chapter, such as requiring the adoption of one or more BMP's, requiring the discharger to install and maintain additional pretreatment equipment or to conduct additional monitoring and

reporting.

916.06 FEES.

- (a) Every industrial discharger which discharges "High Strength sewage" rather than, or in addition to "Normal sewage", either directly or indirectly, into the POTW shall be charged and pay a sewer system surcharge in addition to the sewerage service charge. Every person discharging sewage into the POTW having a concentration of any one or more of the sewage constituents described in subparagraph (1) of this paragraph (a), which is more than two (2) times the "Normal sewage" value of that sewage constituent, as defined in subsection 916.01(v), shall be charged a base surcharge for the billing period. The surcharge will apply at all volumes discharged during a billing period above 15,000 gallons per day and shall be determined by the average daily discharge per billing period. Every person discharging sewage into the POTW having a concentration of any one or more of the sewage constituents described in subparagraph (1) of this paragraph (a), which is more than seven and one half (7.5) times the "High Strength sewage" value for that sewage constituent, as defined in subsection 916.01(p), (i.e. a Slug or sometimes called a "Slug Load"), shall be charged an enhanced surcharge for the billing period.

- (1) The amount of the surcharge shall be based on the levels of the following three sewage constituents pertinent to the wastewater being discharged into the POTW:
- (A) Total Suspended Solids (TSS)
 - (B) Biochemical Oxygen Demand (CBOD)
 - (C) Ammonia Nitrogen (NH₃)
- (2) Surcharges imposed under this paragraph (a) shall be calculated based on all constituent values over the "High Strength sewage" value for the concentration values for the sewage constituents described in subparagraph (1) of this paragraph (a) discharged by the customer during the billing period, as determined by use of the applicable formulas shown below.

"High Strength sewage" Formula:

$$SC1 = Q \times (CV - SL - HSS) \times 8.34 \times SCR$$

"Slug Load" Formula:

$$SC2 = Q \times SL \times 8.34 \times (SCR \times 4)$$

Wherein:

SL = Surchargeable Slug Load concentration (mg/L).

$$SL = CV - SLV$$

(When SL is less than or equal to zero, the SL value used in the above formulas shall be zero.)

SC1 = Surcharge for a constituent's High Strength sewage concentration (\$).

SC2 = Total charge for Slug Load surcharge for concentration (\$).

Q = Total quantity of the waste flow million gallons (MG).

CV = Constituents concentration from sampling (mg/L).

HSS = High Strength sewage value for constituent (mg/L).

CBOD = 400 mg/L

TSS = 500 mg/L

NH₃ = 30 mg/L

SLV = Slug Load value for constituent (mg/L)

CBOD = 3000 mg/L

TSS = 3750 mg/L

NH₃ = 225 mg/L

SCR = Base rate of surcharge per pound for constituent (\$).

Table Of Base Rates Of Surcharge Per Pound For Constituent

	High Strength sewage	Slug Load value
CBOD Surcharge per Lb.	\$0.16	\$0.64
TSS Surcharge per Lb.	\$0.13	\$0.52
NH ₃ Surcharge per Lb.	\$0.60	\$2.40

The total of all surcharges imposed under this paragraph (a) for a billing period shall be the sum of SC1 plus SC2 computed for each of the three constituents listed in subsection 916.06(a)(1) [this may require six calculations and the summation of six surcharge numbers]. Surcharge amounts will be added to the discharger's bill for the billing period.

- (3) The measurements described in subsection 916.06(a)(2) shall be analytical measurements determined from samples taken from discharge points determined by the City at such a time or times, of such duration and in such a manner as the City may elect.
- (4) If for any one or more of the sewage constituents described in subsection 916.06(a)(1) the mass amount of the sewage constituent discharge for a sample is equivalent to five percent (5%) or more of the POTW Average Headworks Loading for that sewage constituent, as defined herein, the Director may establish a compliance schedule under which the customer must reduce the concentration of the discharged sewage constituent: (a) so that the discharge of the sewage constituent does not meet the definition of a slug; or (b) to a maximum mass discharge amount of four percent (4%) of the POTW Average Headworks Loading, whichever is greater. POTW Average Headworks Loading is defined as the average monthly mass amount of each sewage constituent, described in subsection 916.06(a)(1), received by the POTW, as determined from the latest POTW influent

analysis, less any process recycle loading in the most recent calendar year for which data is available.

916.07 PROHIBITIONS.

- (a) No person shall maliciously, willfully, or negligently break, damage, uncover, deface or tamper with sewage works.
- (b) No person shall access the sewer system or POTW for any activity including discharge of hauled septic or industrial wastes except at the locations and at times designated by the Director.
- (c) No person shall remove a manhole lid, or otherwise access the sewer system for the purpose of discharging wastes at times and/or locations other than those designated by the Director, or without the express permission of the Director.

916.08 ENFORCEMENT.

- (a) The Director and other authorized employees of the City with proper credentials and identification shall be permitted to enter at reasonable times all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this chapter. The Director or his representative shall be given access to and allowed to copy any records, forms, or reports necessary to ensure compliance with all applicable discharge requirements, hazardous waste requirements and pretreatment requirements which shall include, but not be limited to, any hazardous wastes manifests, chemical inventories, solid or liquid disposal reports, material safety data sheets (MSDS), discharge analysis, or any other related records. The Director or his representative shall have no authority to inquire into any processes beyond that point having a direct bearing on the kind and source of discharge to the sewers and waterways or facilities for waste treatment. They shall observe all safety regulations which are applicable to the premises.
- (b) Whenever the Director or his agent finds that any industrial discharger has violated or is violating this ordinance, or a wastewater permit, or order issued hereunder, the Director or his agent may serve upon said user a written notice of violation. Within ten (10) working days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Director or his agent. Submission of this plan in no way relieves the user of liability for any violations occurring before or after the receipt of the notice of violation.
- (c) If the Director determines that the violation did not occur, the Director shall notify the discharger of that determination.
- (d) If the Director determines that the violation occurred and that the discharger's corrective plan is reasonable and appropriate, the Director may (1) issue a civil penalty or fine under subsection 916.99 (a) or (b), (2) approve the corrective plan, or (3) both. Approved corrective plans shall become part of the discharger's Local Permit.

- (e) If the Director determines that the violation occurred and that the Discharger has failed to submit a reasonable and appropriate corrective plan, the Director may issue an order to the Discharger to show cause why enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the violation(s) to be considered, available enforcement actions, and requiring that the user show cause why available enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any principal executive, general partner of corporate officer. Whether or not a duly notified industrial discharger appears as noticed, immediate enforcement action may be pursued.
- (f) Notwithstanding the provisions of subsections (b-e) above, the Director may immediately suspend the wastewater treatment services of a discharger when it reasonably appears to the Director that an actual or threatened discharge presents or threatens an imminent or substantial danger to the health or welfare of persons, substantial danger to the environment, interfere with the operation of the POTW, violate any pretreatment limits imposed by this ordinance or a Local Permit issued pursuant to this ordinance.
- (g) The City of Springfield may revoke the Local Permit and/or disconnect the service of any discharger which:
 - (1) Fails to factually report the wastewater constituents and characteristics of its discharge in any baseline, quarterly or any other required report;
 - (2) Fails to report significant changes in the wastewater constituents or characteristics;
 - (3) Refuses reasonable access to the discharger's premises by representatives of the City of Springfield for the purpose of inspecting or monitoring;
 - (4) Violates the conditions of its Local Permit, or this ordinance, or any final judicial order entered with respect thereto.
- (h) Any Discharger notified of the revocation or suspension of the City's wastewater treatment service shall within a period of time, as determined by the City, cease all discharges. In the event of failure of the discharger to comply voluntarily with the suspension order within the specified time, the City shall disconnect service lines from the main sewer system and may commence judicial proceedings to compel the discharger's compliance with such order. The City shall reinstate the wastewater Discharger's service and/or Local Permit when the Director is reasonably satisfied that the threat of imminent or substantial danger has been eliminated.
- (i) Whenever an industrial discharger has violated or continues to violate the provisions of this ordinance or an order or Local Permit issued hereunder, water service to the industrial discharger may be severed and service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

916.99 PENALTY.

- (a) Civil Penalties.
 - (1) A person who violates subsection 916.02(b), is subject to a Class A civil penalty as described in §1324.02 of these Codified Ordinances.

- (2) A person who fails to submit a timely and adequate report as required in § 916.03 (b), (c), (d) or (e), or fails to comply with the conditions of the Local Permit authorized in subsection 916.05(b) is subject to a Class C civil penalty as described in §1324.04 of these Codified Ordinances.
- (b) Civil Fines.

A person violating any provision of this Chapter 916 other than those listed in Section 916.99(a) may be assessed a civil fine not to exceed \$1,000 for each violation. Each day that the violation continues shall constitute a separate violation. The Director shall determine the amount of the fine in accordance with the discharger's history of compliance or non-compliance with this Chapter 916, the severity of the violation and the amount of harm threatened or caused by the violation.
- (c) A person who desires to dispute a civil penalty or fine must file a request with the Director to reconsider the fine within ten (10) days of being notified of the fine. The Director shall convene a hearing on the matter within thirty (30) days of receiving the request for reconsideration. The Director's determination shall be final, and appealable to the Court of Common Pleas in accordance with Chapter 2506 of the Ohio Revised Code.
- (d) Criminal Penalties.
 - (1) Any person who knowingly makes any false statements, representations or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance is guilty of a misdemeanor of the second degree.
 - (2) Any person who knowingly makes any false statements, representations or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance, who has been convicted of a violation of §916.99(a) within the previous five (5) years is guilty of a misdemeanor of the first degree.
- (e) Restitution.
 - (1) Any person who violates any provisions of this chapter and thereby causes any expense, loss or damage to the City or its property is liable to the City for any expense, loss or damage occasioned by the violation including those costs assessed by the Ohio Environmental Protection Agency and/or The U.S. Environmental Protection Agency. The Law Director is authorized to collect such expense, loss or damage through civil action.
- (f) Publication.

At least annually, the Director shall publish a list of all industrial dischargers which, at any time during the previous twelve months, were in Significant Non-Compliance. For the purpose of this provision, an industrial discharger is in Significant Non-Compliance if its violations meet one or more of the following criteria:

 - (1) For significant industrial users at any permitted discharge point, any Chronic violations of wastewater discharge limits;

- (2) For significant industrial users at any permitted discharge point, any Technical Review Criteria (TRC) violations;
 - (3) For all industrial dischargers, any other violation of pretreatment effluent limit (daily maximum or longer term average) that the Director determines has caused, alone or in combination with other dischargers, interferences or pass through (including endangering the health of POTW personnel or general public);
 - (4) For all industrial discharger, any discharge of a pollutant that has caused imminent endangerment of human health, welfare or to the environment or has resulted in the POTW's exercise of emergency authority to halt or prevent such a discharge;
 - (5) For all industrial dischargers, any failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - (6) For all industrial dischargers, any failure to provide, within forty five (45) after the due date, required reports such as Baseline Monitoring Reports, 90 day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - (7) For all industrial dischargers, any failure to accurately report noncompliance;
 - (8) For all industrial dischargers, any other violation or group of violations which the Director determines will or has adversely affected the operation or implementation of the City's pretreatment program.
- (g) Injunctive Relief.
In addition to pursuing the remedies and penalties set forth above, the Law Director may seek injunctive or other remedies when a Discharger has violated or continues to violate the provisions of this ordinance, a condition of the Discharger's permit or an order issued this Chapter.
- (h) If any provision, paragraph, word, or section of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words and sections shall continue in full force and effect.

Section 2. That existing Chapter 916 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*)

_____, 2019)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in
the *Springfield News-Sun* on _____, 2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 107-19

Agenda Date: 4-23-2019

Today's Date: 4-17-2019

Subject: Revise Section 1711.09 of the Codified Ordinances

Submitted By: Chris Moore

Department: Service

Contact: Leslie McDermott 937-561-8153

<input checked="checked" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input type="checkbox"/> Contract	

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission authorization to amend the Codified Ordinances of The City of Springfield, Ohio by enacting revisions to Chapter 1711 entitled Food Establishments and specifically section 1711.09 entitled Plumbing. Revisions include requiring owners to maintain and document the cleaning of grease traps and interceptors.

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. _____

Amending 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 Sections 1711.09 entitled *Plumbing* and 1324.02 entitled *Class A Civil Offenses* and repealing existing Sections 1711.09 and 1324.02.

...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 1711.09 to read as follows:

1711.09 PLUMBING.

(a) Installation. Plumbing shall be installed in food establishments in accordance with ~~Chapter 4101-02-054~~ of the Ohio Plumbing Code. There shall be no cross-connections between the potable water supply and any other containing:

- (1) Water of unknown or questionable quality; or
- (2) Contaminants or pollutants.

(b) Non-potable Water System.

- (1) A non-potable water system is permitted for air conditioning, equipment cooling and fire protection, and shall be installed in accordance with applicable state, federal and local regulations. Non-potable water shall not directly or indirectly contact food or equipment or utensils that contact food.
- (2) All piping from a non-potable water system shall be durably identified and readily distinguishable from the potable water supply.

(c) Backflow. The potable water supply to a food establishment shall be protected with a backflow prevention device in accordance with the requirement of the Ohio Plumbing Code. The backflow device shall be installed to protect the potable water supply against contamination from any backflow or back-siphonage within the establishment structure. All water faucets and fixtures shall be installed in such a manner as to provide an air gap of at least twice the diameter of the water supply inlet and the flood level rim of the fixture. No hose shall be attached to a faucet that is not equipped with a backflow prevention device.

(d) Grease Traps. All grease traps and interceptors shall be installed in accordance with ~~Section 4101-2-54-20~~ of the Ohio Plumbing Code and located in easily accessible places for maintenance and cleaning. Grease traps and interceptors shall be maintained by the Owner so as to be in continuous effective operation. The City may require an Owner to document the cleaning of grease traps and interceptors at specified intervals. An owner who fails to install, maintain or clean a grease trap or interceptor is subject to a Class A civil penalty as described in Section 1324.02 of these Codified Ordinances.

(e) Drains. Except for properly trapped open sinks, there shall be no direct connection between the sewerage system and any drains originating from equipment in which food, portable equipment or utensils are placed. When a warewashing machine is located within five feet of a trapped floor drain, the warewasher waste outlet may be connected directly to the inlet of a properly vented and trapped floor drain.

(f) Toilet Facilities. Toilet facilities shall be provided in accordance with Section 4101:2-28-08 of the Ohio Administrative Code (Article 28 of the Ohio Basic Building Code). Toilet rooms shall be provided each sex and all toilet rooms that open into food preparation, equipment and utensil washing, or storage areas shall be completely enclosed and shall have tight-fitting, self-closing doors, which shall be closed except during cleaning and maintenance. Toilet facilities shall be conveniently located and shall be accessible to employees at all times.

- (1) Toilets and urinals shall be designed and installed so as to be easily cleanable.
- (2) Lavatories shall be provided and installed in accordance with all applicable regulations and shall be located for convenient use by all employees in food packaging and/or preparation areas, and equipment and utensil washing areas. Lavatories shall be located in or immediately adjacent to toilet rooms or vestibules.
- (3) Each lavatory shall be provided with hot and cold potable running water.
- (4) A supply of hand-cleaning soap or detergent shall be available at each lavatory. Each lavatory shall be supplied with sanitary hand towels or a hand-drying device providing heated air which is conveniently located for employee use when using the lavatory.
- (5) Toilet facilities, including toilet fixtures and related vestibules, shall be kept clean and in good repair. A supply of toilet tissue shall be provided at each toilet at all times. Easily cleanable receptacles shall be provided for waste materials. Toilet rooms provided women shall have at least one covered waste receptacle.

(g) Handwashing Facilities. Handwashing facilities shall be installed in accordance with all applicable regulations, and there shall be at least one and not less than the number required by all applicable food protection regulations, and shall be conveniently located for employee use in food preparation and warewashing areas. Handwashing facilities shall be accessible to employees at all times. Sinks used for food preparation or warewashing shall not be used for washing of hands or other such uses.

- (1) Each handwashing facility shall be provided with hot and cold water tempered by means of a mixing valve or combination faucet. Any self-closing, slow-closing or metering faucet used shall be designed to provide a flow of water for at least fifteen seconds without having to be reactivated. Steam mixing valves are prohibited at handwashing facilities.
- (2) A supply of hand-cleaning soap or detergent shall be available at each handwashing facility. A supply of sanitary towels or a hand-drying device providing heated air shall be conveniently located near each handwashing facility. Common towels are prohibited. At least one easily cleanable waste receptacle shall be conveniently located near

each handwashing facility.

- (3) Handwashing facilities, soap or detergent dispensers, hand-drying devices and all related facilities shall be kept clean and in good repair.

(h) Garbage and Refuse. Garbage and refuse shall be held in durable, easily cleanable, insect-resistant, and rodent-proof containers that do not leak and do not absorb liquids. Plastic bags and wet strength paper bags may be used to line these containers. Such bags and durable plastic garbage and refuse containers may be used for storage inside the retail food store.

- (1) Containers used in food preparation and equipment and utensil washing areas shall be kept covered during nonworking hours and after they have been filled.
- (2) Containers stored outside the establishment, including dumpsters, compactors and compactor systems, shall be provided with tight-fitting lids, doors, or covers, and shall be kept covered when not in use. In containers designed with drains, drain plugs shall be in place at all times, except during cleaning.
- (3) There shall be a sufficient number of containers to hold all the garbage and refuse that accumulates.
- (4) Soiled containers shall be cleaned as needed to prevent insect and rodent attraction. Each container shall be thoroughly cleaned on the inside and on the outside in a manner that does not contaminate food, food products, equipment, utensils or food preparation areas. Suitable facilities, detergent, and hot water or steam, shall be provided and used for cleaning containers. Liquid waste from compacting or cleaning operations shall be disposed of as sewage.

(i) Garbage and Refuse Storage. Garbage and refuse on the premises of a food establishment shall be stored in a manner to make them inaccessible to insects and rodents. Outside storage of non-rodent-resistant plastic containers, unprotected plastic bags, wet strength paper bags or baled units which contain garbage or refuse is prohibited. Cardboard or other packing materials not containing garbage or food wastes need not be stored in covered containers, but must be stored in such a manner as to not create a nuisance.

- (1) Garbage or refuse storage rooms, if used, shall be constructed of easily cleanable, non-absorbent, washable materials, shall be kept clean, shall be insect and rodent proof, and shall be large enough to store all the garbage and refuse containers necessitated by disposal pick-up frequency.
- (2) Outside storage areas or enclosures, shall be kept clean and shall be large enough to store all the garbage and refuse containers necessitated by disposal pick-up frequency. Garbage and refuse containers, dumpsters and compactor systems located outside, shall be stored on or above a smooth surface of nonabsorbent material, such as concrete or machine-laid asphalt, that is kept clean and maintained in good repair.

(j) Garbage and Refuse Disposal. Garbage and refuse shall be stored and disposed of as often as is necessary to prevent the development of objectionable odors and the attraction of insects and rodents.

(k) Insect and Rodent Control. Effective measures shall be utilized to prevent the entry, presence, and propagation of rodents, flies, cockroaches or other insects. The premises shall be maintained in a state of repair that prevents the harborage or feeding of insects or rodents.

(l) Rodent Protection. All openings to the outside shall be protected against the entry of rodents. Outside openings shall be protected against the entry of insects by tight-fitting, self-closing doors; closed windows, screening; controlled air currents; or other means. Screen doors shall be self-closing, and screens for windows, skylights, intake and exhaust air ducts, and other openings to the outside shall be tight-fitting and free of breaks. Screening materials shall not be less than sixteen mesh to the inch.

Section 2. 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 1324.02 to read as follows:

1324.02 CLASS A CIVIL OFFENSES.

A person who violates a standard of conduct set forth in a section or chapter of the *Codified Ordinances of The City of Springfield, Ohio*, listed below is liable for the civil fine specified in Section 1324.99 for a Class A Civil Offense.

- (a) Section 1327.03 Contractor License Requirement.
- (b) Section 1327.04 Subcontractor Registration Requirement.
- (c) Chapter 771 Garage Sales.
- (d) Chapter 909 Weeds.
- (e) Section 541.07 Defacing Public Property.
- (f) Section 916.02(b) Dumping/discharge into Public Sewer System.
- (g) Section 916.02(d)(4) Dumping/discharge into Public Sewer System.
- (h) Section 521.08(a) Dumping/discharge onto Public Property.
- (i) Section 521.08(b) Dumping/discharge into Waterways.
- (j) Section 1711.09(d) Grease Traps.

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, within the preceding twelve months the civil fine shall be doubled, and the fine is not subject to reduction for correction of the violation.

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, on two or more previous occasions within the preceding twelve months that person may be charged as a recalcitrant offender. A person found to be a recalcitrant offender is liable for an additional recalcitrant offender civil fine as specified in Section 1324.99, for each third and subsequent violation occurring within a period of twelve consecutive months. The recalcitrant offender fine shall be in addition to any civil fine imposed under this chapter. Such additional recalcitrant offender civil fine is not subject to reduction for correction of the violation.

Section 3. That existing Sections 1711.09 and 1324.02 of the Codified Ordinances of The City of Springfield, Ohio, are hereby repealed.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*)

_____, 2019

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the *Springfield News-Sun* on _____, 2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 108-19

Agenda Date: 04/23/19

Today's Date: 04/12/19

Subject: Demolition of Condemned Structures

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input checked="" 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 enter into a one-year contract with Tony Smith Wrecking, 2855 Oletha Avenue, Springfield, Ohio 45505 for the demolition of condemned structures for an amount Not-To-Exceed \$200,000.00. This recommendation is based on the lowest and best of two bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Development/Code Enf.	100	740001-4070	
Development/Code Enf.	528/CDBG	740528-4070	
Service Center/Sewer	630/Sewer	331322-4070	

Total Cost: **\$200,000.00**

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking for an amount not to exceed \$200,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received a bid for the demolition of condemned structures for use by the Community Development Department; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Tony Smith dba Tony Smith Wrecking & Trucking for an amount not to exceed \$200,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking for an amount not to exceed \$200,000.00.

Section 2. That the contract entered into by the City shall incorporate the specifications prepared by the Purchasing Division, which are hereby approved, and made available to providers submitting bids to the City, and shall conform to the recommendations of the City's Purchasing Division as made to this Commission.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 109-19

Agenda Date: 4/23/19

Today's Date: 4/8/19

Subject: CultureFest 2019 Donation

Submitted By: Shannon Meadows

Department: Community Development

Contact: 937-324-7381

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Requesting Ordinance authorizing the acceptance of a donations to partially support CultureFest 2019 from Mercy Health Foundation in an amount of \$5,000 and from Fifth Third Bank in an amount of \$2,500.

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. _____

Authorizing the acceptance of donations in support of CultureFest 2019.

...oooOOOooo...

WHEREAS, the City will receive donations from Mercy Health Foundation and Fifth Third Bank, all in support of CultureFest 2019; and

WHEREAS, this Commission finds that the acceptance of said donations is in the best interest of the City: NOW, THEREFORE:

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

Section 1. That the acceptance of donations in support of CultureFest 2019 from Mercy Health Foundation and Fifth Third Bank is hereby authorized.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 044-19a

Agenda Date: 4/23/19

Today's Date: 4/15/19

Subject: RESOLUTION OF NECESSITY for the 2019 Sidewalk, Curb and Gutter Program, Section No. 2 Streets and Section No. 2 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"/> Resolution (1 Reading)	<input checked="" type="checkbox"/> 14-Day Resolution (2 Readings)
<input type="checkbox"/> Motion	<input type="checkbox"/> Contract
	<input type="checkbox"/> Emergency Resolution

**Prior
Ordinance/Resolution:** 6039
19-96

**Date of Prior
Ordinance/Resolution:** 2/26/19
3/26/19

Summary:

The following is a listing of streets in which this office recommends for inclusion in SECTION No. 2 of Streets and SECTION No. 2 of Selected Locations for the Resolution of Necessity for the 2019 Sidewalk, Curb and Gutter Program:

Section #2 Streets include:

- Beacon Street – Kenwood Avenue to Sunset Avenue
- Schiller Avenue – Kenwood Avenue to Sunset Avenue
- Grover Street – Rutland Avenue to Fulton Avenue
- Barclay Street – Rutland Avenue to Fulton Avenue

Section #2 Selected Locations include:

- Community Gardens – southeast corner of Burnett Road and High Street, Parcel 3400700022206058

This office requests that City Commission pass a Resolution of Necessity for the above list of selected streets and locations in order for them to be included in the 2019 Sidewalk, Curb and Gutter Program.

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>
Engineering			\$-0-

A RESOLUTION NO. _____

Declaring it necessary to require the construction or reconstruction of curbs, gutters and sidewalks at the points identified as Section No. 2 of Streets and Section No. 2 of Selected Locations of the 2019 Sidewalk, Curb and Gutter Program.

...oooOOOooo...

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

Section 1. That it is determined that the City Engineer has prepared and has filed in the office of the Clerk of the City Commission plans, specifications and an estimate of the cost of constructing and reconstructing curbs, sidewalks and gutters at the following locations set forth in Section 3 hereof, including all requisite specifications for the construction or reconstruction, and that the plans, specifications and estimates are approved.

Section 2. That it is determined that the streets to be improved by the construction or reconstruction of sidewalks, curbs and gutters as described in this Resolution are so situated in relation to each other that in order to complete the improvements in the most practical and economical manner, they should be improved at the same time with the same kind of materials and in the same manner.

Section 3. That the City Commission considers it necessary to require that the sidewalks, curbs and gutters at the following locations be constructed or reconstructed, as the case may be, as indicated on and in accordance with the plans and specifications therefor by the owners of the abutting lots and lands:

Section #2 Streets include:

- Beacon Street – Kenwood Avenue to Sunset Avenue
- Schiller Avenue – Kenwood Avenue to Sunset Avenue
- Grover Street – Rutland Avenue to Fulton Avenue
- Barclay Street – Rutland Avenue to Fulton Avenue

Section #2 Selected Locations include:

- Community Gardens – southeast corner of Burnett Road and High Street, Parcel No. 3400700022206058

Section 4. That the work required shall be done by the owners of the abutting lots and lands within thirty (30) days after service of notice thereof has been made upon the owners and that in the event the sidewalks, curbs and gutters are not constructed or reconstructed by the owners in accordance with the plans and specifications and within thirty days, then the City will so construct or reconstruct the sidewalks, curbs and gutters and will assess the cost thereof against the abutting lots and lands.

Section 5. That the Clerk of this Commission is directed to cause notice of the adoption of this Resolution to be served upon the owners in compliance with the requirements of Section 729.03 of the Revised Code of Ohio.

Section 6. That this Resolution shall take effect and be in force from and after fourteen (14) days from the date of its passage.

ADOPTED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2019)

I do hereby certify that the foregoing Resolution No. _____ was duly published in the Springfield News-Sun on _____, 2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 096-19

Agenda Date: 04/09/19

Today's Date: 04/03/19

Subject: General Salary Increase for Non-Represented City Personnel

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: Same

☒ 14-Day Ordinance

☐ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ Contract

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission pass legislation approving the implementation of general salary increases, in accordance with Section 175.03(c) of the Codified Ordinances, for all non-represented employees to be executed under the following schedule:

4.0% increase effective May 6, 2019

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. _____

Approving general salary increases for non-bargaining unit employees pursuant to Section 175.03(c) of the Codified Ordinances of The City of Springfield, Ohio; and authorizing the City Manager to do all things necessary to implement such increases.

...oooOOOooo...

WHEREAS, the City Manager has recommended general salary increases for non-bargaining unit employees as follows:

Effective May 6, 2019

4.0%

and this City Commission finds it in the best interest of the City that such general salary increases be approved and implemented; NOW, THEREFORE:

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

Section 1. That effective May 6, 2019, a four percent (4.0%) increase in the basic salary schedules for non-bargaining unit employees is hereby approved.

Section 2. That the City Manager is hereby authorized to implement the general salary increases for non-bargaining unit employees authorized in Section 1 of this Ordinance.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 097-19

Agenda Date: 4/9/2019

Today's Date: 3/27/2019

Subject: (1) Tractor Loader Backhoe

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <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 purchase of (1) Tractor Loader Backhoe from Southeastern Equipment Company, 6390 Shier-Rings Road, Dublin, OH, 43016 for a total amount of \$110,364.07. This purchase is being made through The State of Ohio Department of Administrative Services (ODAS) Contract #800585.

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

Department/Division	Fund Description	Account Number	Actual Cost
Public Works/Street Maintenance	Permanent Improvement	910950-6030	\$110,364.07

Total Cost: \$110,364.07

AN ORDINANCE NO. _____

Authorizing the purchase of a Tractor Loader Backhoe from Southeastern Equipment Company, for an amount not to exceed \$110,364.07, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

...oooOOOooo...

WHEREAS, pursuant to Resolution No. 4443, the City has opted to secure to itself the benefits of the Ohio Cooperative Purchasing Act pursuant to Section 125.04 of the Ohio Revised Code to enable purchases through the Ohio Department of Administrative Services (ODAS); and

WHEREAS, the City wishes to purchase a Tractor Loader Backhoe pursuant to the Ohio Cooperative Purchasing Act; NOW, THEREFORE:

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

Section 1. That the Director of Finance is hereby authorized to purchase a Tractor Loader Backhoe from Southeastern Equipment Company, 6390 Shier-Rings Road, Dublin, OH 43016, for an amount not to exceed \$110,364.07, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 223-96

Agenda Date: 4/9/2019

Today's Date: 4/1/2019

Subject: Sixth Addendum to contract for Administration of Health Affairs in the Clark County Combined Health District

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: Bryan Heck x7300

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:** 02-154

**Date of Prior
Ordinance/Resolution:** 4/2/2002

Summary:

It is respectfully requested that the City Commission authorize the City Manager to execute a Sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District. The Board of Health of the Clark County Combined Health District has voted to dissolve the existing Clark County Combined Health District Licensing Council, thereby eliminating the need for an eighth member of the Board of Health under Section 3709.07 of the Ohio Revised Code. A sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District is necessary to amend those portions of the Contract providing for the appointment of members to the Board of Health.

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. _____

Authorizing the City Manager to execute a Sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District.

...oooOOOooo...

WHEREAS, Ohio Revised Code Section 3709.07 provides that a City Health District may unite with a General Health District in the formation of a single district upon the majority affirmative vote of the District Advisory Council and the legislative authority of the City in which the Health District is located; and

WHEREAS, this City Commission affirmatively voted to approve a Contract for the Administration of Health Affairs in the Clark County Combined Health District, by virtue of the passage of Ordinance No. 96-209, passed June 11, 1996; and

WHEREAS, this City Commission affirmatively voted to amend the contract for the Administration of Health Affairs in the Clark County Combined Health District, by virtue of the passage of Ordinance No. 96-423, passed December 17, 1996, Ordinance No. 97-39, passed February 4, 1997, Ordinance No. 97-214, passed May 27, 1997, Ordinance No. 99-439, passed December 21, 1999 and Ordinance No. 02-154, passed April 2, 2002; and

WHEREAS, the District Advisory Council of the Clark County, Ohio, Combined Health District has now voted affirmatively to approve a Sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District so as dissolve the existing Clark County Combined Health District Licensing Council, thereby eliminating the need for an eighth member of the Board of Health under Section 3709.07 of the Ohio Revised Code, and to amend those portions of the Contract providing for the appointment of members to the Board of Health; and

WHEREAS, this City Commission finds that it is beneficial to the citizens of Springfield and Clark County, Ohio, that the Sixth Addendum approved by the District Advisory Council be approved by this City Commission; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to execute the Sixth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District, a copy of which is attached hereto and is hereby approved.

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 _____ of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**SIXTH ADDENDUM TO THE CONTRACT
FOR THE ADMINISTRATION OF HEALTH AFFAIRS
IN THE CLARK COUNTY COMBINED HEALTH DISTRICT**

This SIXTH CONTRACT ADDENDUM is made by and between the District Advisory Council of the Clark County, Ohio, General Health District and the City of Springfield, Ohio.

WHEREAS, on June 26, 1996, the District Advisory Council and the City of Springfield executed a Contract for the administration of health affairs in the Clark County Combined Health District ("the Contract"), which Contract provided for the manner of appointment of the members of the Board of Health of the Clark County Combined Health District, which provision was amended by the third addendum to the Contract effective May 27, 1997, and by the fifth addendum to the Contract effective April 2, 2002; and

WHEREAS, effective September 29, 2015, Section 3709.41 of the Ohio Revised Code was amended so that the creation of a health district licensing council was now permissive rather than mandatory; and

WHEREAS, on _____, 2019, the Board of Health of the Clark County Combined Health District met and voted affirmatively to dissolve the existing Clark County Combined Health District Licensing Council, thereby eliminating the need for an eighth member of the Board of Health under Section 3709.07 of the Ohio Revised Code; and

WHEREAS, on _____, 2019, the District Advisory Council of the Clark County General Health District met and voted affirmatively to further amend those portions of the Contract providing for the appointment of members of the Board of Health; and

WHEREAS, on _____, 2019, the City Commission of the City of Springfield met and voted affirmatively on the question of such amendments to the Contract (Ordinance No. _____); and

WHEREAS, Section 3709.07 of the Ohio Revised Code provides that upon such affirmative votes, the Chairman of the District Advisory Council and the Chief Executive of each city participating in a combined health district shall enter into a Contract for the administration of health affairs in the combined health district; and

WHEREAS, the District Advisory Council of the Clark County General Health District and the City of Springfield now desire to amend the Contract;

THEREFORE, in consideration of the foregoing recitals and the following provisions, the District Advisory Council of the Clark County General Health District and the City Commission of the City of Springfield hereby agree that the Contract shall be amended as follows:

1. The Fifth Addendum to the Contract for the Administration of Health Affairs in the Clark County Combined Health District is hereby rescinded in its entirety.

2. Section 4.1 of the Contract is amended to read as follows:

“4.1 The administration of The Clark County Combined Health District shall be governed by a combined board of health consisting of seven members. At least one of the members of the combined board of health shall be a physician.”

3. Section 4.3 of the Contract is amended to read as follows:

“4.3 Members of the combined board of health shall be appointed according to the following procedure. Three such members shall be appointed by the District Advisory Council of the Clark County, Ohio General Health District, and three members shall be appointed by the City of Springfield, Ohio. At the first meeting of these six members of the combined board of health, the board shall, by resolution, nominate the seventh member, and transmit such nomination to the District Advisory Council of the Clark County, Ohio General Health District. Thereafter, the District Advisory Council may, at its next meeting, appoint such nominee to the combined board of health. In the event the District Advisory Council does not appoint such nominee, the combined board of health shall proceed to make such additional nominations as are necessary to cause an appointment to be made by the District Advisory Council.

“Of the three initial appointments made by the District Advisory Council and the City of Springfield, each shall appoint one member to a four year term, one member to a three year term, and one member to a two year term. The term of the seventh member thereafter appointed by the District Advisory Council shall be four years.”

4. Section 4.4 of the Contract is amended to read as follows:

“4.4 A vacancy in the membership of the combined board of health shall be filled in like manner as an original appointment and shall be for the unexpired term. When a vacancy occurs more than ninety days prior to the annual meeting of the District Advisory Council provided for in Section 3709.03 of the Ohio Revised Code, the remaining members of the combined board of health may select a resident of the combined district to fill such vacancy until such meeting of the District Advisory Council.”

In all other respects the provisions of the Contract shall remain in full force and effect.

Chairperson, District Advisory Council of the
Clark County General Health District

APPROVED AS TO FORM:
Daniel P. Driscoll,
Clark County Prosecuting Attorney
By:

Assistant Prosecuting Attorney

City Manager of the City of Springfield, Ohio

APPROVED AS TO FORM:

Jerome M. Strozdas,
Law Director of the City of Springfield

A RESOLUTION NO. _____

Consenting to the appointment of Blontas Mitchell to the Mediation Board to serve as the Human Relations Board's representative.

...oooOOOooo...

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

Section 1. That the City Commission hereby consents to the appointment of Blontas Mitchell to the Mediation Board to serve as the Human Relations Board's representative for a term ending May 7, 2020.

Section 2. That the Clerk of the City Commission is directed to certify copies of this Resolution to Blontas Mitchell and the Mediation Board.

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

ADOPTED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

A RESOLUTION NO. _____

Consenting to the reappointment of Dori Gaier to the Board of Zoning Appeals.

...oooOOOooo...

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

Section 1. That the City Commission hereby consents to the reappointment of Dori Gaier to the Board of Zoning Appeals for a term beginning May 11, 2019 and ending May 11, 2022.

Section 2. That the Clerk of the City Commission is directed to certify copies of this Resolution to Dori Gaier and the Board of Zoning Appeals.

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

ADOPTED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 013-19

Agenda Date: 4/23/19

Today's Date: 4/17/19

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Accounting

Contact: Katie Eviston

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <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 on April 23, 2019, confirming purchases and the obtaining of services for the City.

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

An emergency ordinance has been requested in order to make timely payment to vendors and preserve vendor relationships.

<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; and declaring an emergency.

...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: and

WHEREAS, it is necessary that this Ordinance become effective immediately to prevent unreasonable delay in the payment for work performed and/or services provided and to preserve the City's relationship with its vendors, 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 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 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A**Moral Obligation Listing for 4/23/19**

Department	Vendor	Invoice #	Amount of Moral Ob.	Account #	Invoice Amount
City Service Center	Cox Media	16736	\$ 197.80	Various	\$ 197.80
PO was not in place.					
Economic Dev.	Geotechnical Consultants	132115	\$ 224.00	020263-4030 PR5187	\$ 224.00
PO was not in place prior to service.					
Fire	Ambulance Medical Billing	0089760-IN	\$ 14,203.43	115287-4070	\$ 14,910.87
Invoice exceeded balance remaining on PO.					
Info. Tech.	Clark County Auditor	CC20191-2QU	\$ 821.43	Various	\$ 3,000.00
PO was not in place prior to service.					
Municipal Court - Judicial	Treasurer State of Ohio	195C20MC0401	\$ 120.00	620609-4030	\$ 120.00
PO was not in place at time of purchase.					
PI - NTPRD	The Plastic Lumber Store	63	\$ 456.00	410589-6050 PR450	\$ 3,290.00
Invoice exceeded balance remaining on PO.					

Request for Commission Action

City of Springfield, Ohio

Item Number: 112-19

Agenda Date: 4/23/2019

Today's Date: 4/16/2019

Subject: Apply and Accept Ohio Water Development Authority (OWDA) Loan for the Eastern Pressure District Waterline Upgrades project design/planning

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Treasury

Contact: Nikki Weber x7382

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Authorizing the City Manager to apply for, accept and enter into an Ohio Water Development Authority (OWDA) loan agreement to finance the design/planning portion of the City's Eastern Pressure District Waterline Upgrades project in the estimated amount of \$1,565,455; and authorizing the City Manager, Law Director, and Finance Director to do all things necessary to implement the application and agreement and to comply with all relevant local, state, and federal legal requirements. Further authorizing the City Manager, Law Director, and Finance Director to amend the amount of said loan agreement as necessary.

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

Emergency action is requested in order to meet the tight timeline associated with a May loan award, in which the City must submit its loan application by May 1, 2019. The estimated design amount associated with this loan was not available until recently. If the May award window is missed, the next opportunity for loan award will be June, resulting in further delays with the project.

<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 apply for, accept and enter into a Cooperative Agreement for the design/planning phase of the Eastern Pressure District Waterline Upgrade Project with the Ohio Water Development Authority ("OWDA"); and declaring an emergency.

...oooOOOooo...

WHEREAS, the City desires to obtain a loan from the OWDA to finance costs of the design/planning phase of the Eastern Pressure District Waterline Upgrade Project on the terms set forth in the Cooperative Agreement; and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with application submission deadlines imposed by the OWDA, thereby providing for the usual daily operation of various City departments, which this Commission finds creates an emergency 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 apply for, accept and enter into a Cooperative Agreement, a copy of which is attached hereto and is hereby approved, for the design/planning phase of the Eastern Pressure District Waterline Upgrade Project with the Ohio Water Development Authority.

Section 2. The initial loan shall be in the amount of \$1,565,455.00. The City Manager is hereby authorized to apply for and accept additional loan amounts under the terms of the Cooperative Agreement approved by this Ordinance for the purpose of financing the Eastern Pressure District Waterline Upgrade Project.

Section 3. That it is found and determined that all formal actions of this Commission concerning and relating to the passage of this Ordinance were passed in an open meeting of this Commission, and that all deliberations of this Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

01-26-2006

COOPERATIVE AGREEMENT FOR
STATE PLANNING PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date.

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the health, safety, convenience, and welfare, and the improvement of the economic welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the utility system (hereinafter referred to as the "System") of the LGA will require the supply of services from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the construction of the Project Facilities requires the planning of such facilities and construction and the financing of such planning; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing of the planning activities contemplated hereby;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application, dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Consulting Engineer" means the firm identified as such in the Term Sheet, from whom the LGA has received a proposal to perform the engineering services contemplated hereby.

(c) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(d) "Contract Period of Years" means, subject to Section 3.3 hereof, the period commencing on the date specified in the Term Sheet as the "Initial Payment Date" and ending on the earlier of (i) the tenth Payment Date, or (ii) the date on which the LGA obtains long-term financing for the Project Facilities. In the event that the LGA obtains a subsequent loan from the OWDA for planning costs of the Project Facilities, then the Contract Period of Years for such loan shall expire no later than the expiration of the Contract Period of Years hereunder.

(e) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(f) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following planning costs of the Project Facilities costs incurred in the preparation of preliminary engineering data, cost estimates, and schedules for completion of design and construction, schematic flow diagrams, unit processes, design data regarding detention times, flow rates, sizing of units, descriptions of the selected complete treatment systems of which the proposed facilities are a part, infiltration/inflow documentation, and cost-effectiveness analysis, and preparation of detailed plans, construction drawings and specifications; costs of printing and publishing the notices and legislation required; costs incurred for the acquisition of real property or interests therein, subject to the second proviso set forth below; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses or \$400, whichever is greater; and all other costs and expenses necessary or incident to determining the feasibility or practicability of constructing the proposed Project Facilities or preparatory to the acquisition and construction of the Project Facilities or otherwise described on Exhibit A, minus the amount of any grant applicable to the foregoing costs from the United States of America or any department or agency thereof; provided, however, that Eligible Project Costs shall include costs incurred prior to the

date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

(j) "Initial Payment Date" means the first January 1 or July 1 that occurs after the first anniversary of the date of this Agreement.

(l) "Payment Date" means the Initial Payment Date and each January 1 and July 1 thereafter during the Contract Period of Years.

(g) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture, of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(i) "Semiannual Payment Obligations" means the amounts payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate, based upon the following requirements: (i) the Semiannual Payment Obligations payable on the Initial Payment Date and on each Payment Date thereafter to and including the ninth Payment Date shall each consist of one-fortieth (1/40) of the Original Loan Amount; and (ii) the Semiannual Payment Obligation payable on the tenth Payment Date shall, subject to Section 3.3 hereof, consist of:

(A) the Original Loan Amount, minus

(B) the portions of the Original Loan Amount paid prior to the tenth Payment Date, plus

(C) interest on each portion of the Original Loan Amount at the Contract Interest Rate from the date of its disbursement by the OWDA to the tenth Payment Date, net of an interest credit at the Contract Interest Rate for each payment of any portion of the Original Loan Amount from the date of such payment to the tenth Payment Date.

An estimate of the Semiannual Payment Obligations based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If any Payment Date occurs prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation payable on that date shall be based upon the best figures available at the time the computation of such Semiannual Payment Obligation is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed, and the next following Semiannual Payment Obligation shall be either increased or decreased by an amount sufficient to correct for any overpayment or underpayment resulting from underestimate or overestimate of the Original Loan Amount (but not from any prepayment of any portion of the Original Loan Amount) through the date of such recomputation, so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligations at the commencement of the Contract Period of Years.

(i) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project Facilities.

ARTICLE II - PERFORMANCE OF PLANNING ACTIVITIES AND RECORD KEEPING AND PAYMENTS RELATING THERETO

Section 2.1. Subject to the terms and conditions of this Agreement, the LGA shall perform or cause to be performed the planning activities set forth in Exhibit A attached hereto and made a part hereof, including the employment of the Consulting Engineer pursuant to its proposal.

Section 2.2. The LGA shall keep accurate records of the Eligible Project Costs. All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized and identified as to grant eligible costs and non-grant eligible costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA.

Section 2.4. The OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the OWDA. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities

entitled to payment in conformity with the encumbrance of funds to pay such obligated Eligible Project Costs.

Section 2.5. The LGA shall promptly notify the OWDA in writing when the planning activities for the Project Facilities have been completed and when no further Eligible Project Costs are to be paid with OWDA disbursements under this Agreement.

Section 2.6. Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire two (2) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

ARTICLE III - PAYMENTS BY LGA

Section 3.1. Subject to the further provisions hereinafter set forth, the LGA agrees to pay, and shall pay, to the OWDA on each Payment Date the Semiannual Payment Obligation, but solely from the Pledged Revenues. In the event that the LGA pays less than the full amount due hereunder on any date, then the amount so paid shall be applied first to interest payable hereunder, then to late charges payable hereunder, and then to the Original Loan Amount payable hereunder.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that the LGA defaults in the payment of any of the charges set forth in this Section 3.1, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the due date until payment on the basis of a 360-day year. If the LGA does not pay any of the charges set forth in this Section 3.1 on or before the 30th day after the due date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA for failure to make the payment as provided herein. Thereafter, for each additional 30 days during which the charges remain unpaid, the LGA shall continue to pay an additional late charge of one percent (1%) on the amount of such default until such charges are paid. Late charges shall apply to defaulted Semiannual Payment Obligations, interest and defaulted interest, and prior late charges. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default, including, but not limited to, court costs and attorney fees, shall be paid as part of the Eligible Project Costs hereunder and shall be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be

pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

The LGA may at any time and from time to time pay all or any portion of the Original Loan Amount prior to the time such payment is due hereunder, and may do so from the proceeds of long-term financing for the Project Facilities (whether obtained through the OWDA or by other means) or from any other legally available funds. Upon the receipt of any prepayment of all or any portion of the Original Loan Amount, the OWDA shall credit such payment in the same manner that it would credit the payment of a portion of the Original Loan Amount made through the payment of a Semiannual Payment Obligation.

Section 3.2. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues, at least adequate to provide for the payments required by Section 3.1 hereof; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; (c) the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA; and (d) if and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA will take all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA to collect such special assessments to the full extent required to pay all amounts payable to the OWDA hereunder in full when due. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of R.C. Section 2731.01.

Section 3.3. If, prior to the tenth Payment Date, the LGA submits a written request, duly authorized by its legislative authority, to the OWDA, stating that the LGA does not expect to obtain long-term financing for the Project Facilities prior to the tenth Payment Date, and requesting that the Contract Period of Years be extended to permit the LGA to amortize the Original Loan Amount over a longer period, then OWDA may (but shall be under no obligation to) agree to extend the Contract Period of Years, provided that: (i) on each Payment Date thereafter during the extended Contract Period of Years, the LGA shall be obligated to pay no less than one-fortieth (1/40) of the Original Loan Amount plus all accrued interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate; (ii) in any event, the latest date by which the Original Loan Amount shall be required to be fully repaid with all accrued interest thereon shall be no later than the fortieth (40th) Payment Date; (iii) the OWDA shall not approve any such request unless it determines that the LGA has demonstrated to the OWDA's satisfaction that the LGA's Pledged Revenues are and can reasonably be expected to remain sufficient to meet the LGA's payment obligations during the proposed extension of the Contract Period of Years; and (iv) upon any failure of the LGA to make a full and timely payment of its payment obligations during the proposed extension of the Contract Period of Years, then the full amount of the outstanding balance of the Original Loan Amount and all

interest accrued thereon at the Contract Interest Rate shall become immediately due and payable, with interest thereon accruing thereafter at the Default Rate. If the OWDA agrees to such an extension of the Contract Period of Years, it shall prepare a revised Term Sheet that supersedes the initial Term Sheet, setting forth the length of the extended Contract Period of Years and the Semiannual Payment Obligations of the LGA during that period.

**ARTICLE IV - - REPRESENTATIONS AND AGREEMENTS OF THE LGA
IN REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF
DEFAULT AND REMEDIES THEREFOR; INDEMNIFICATION**

Section 4.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations during the Contract Period of Years;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

(d) If and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA has taken all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA in order for such assessments to be levied at the times and in the amounts necessary to enable the LGA to pay all amounts payable to the OWDA hereunder in full when due, and has provided to the Authority a certified copy of all ordinances or resolutions authorizing the levy of such special assessments, all of which are in full force and effect.

Section 4.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The LGA shall fail to observe and perform any obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA.

(c) Any representations made by the LGA in Section 4.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may, to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Project Participation Principal Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 4.4. No right or remedy conferred upon the OWDA under Section 4.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 4.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prep aid, return receipt requested, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address specified on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 5.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 5.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 2.4 hereof.

Section 5.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the final day of the Contract Period of Years, or until the day the obligations of the LGA under Section 4.1 hereof have been fully satisfied, whichever day is later.

Section 5.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Environmental Protection Agency of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

by _____
OWDA Executive Director

APPROVED AS TO FORM

LGA: _____

by _____

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.

Exhibit A

The purpose of this design project is to provide expanded water distribution infrastructure to the east side of Springfield to support economic development opportunities. The project will generally include the design of a new water booster station, and approx. 15,000 ft of 20 and 24-inch water main.

Exhibit A

Request for Commission Action

City of Springfield, Ohio

Item Number: 113-19

Agenda Date: 4/23/2019

Today's Date: 4/17/2019

Subject: Authorization to issue Special Assessment Bond Anticipation Note for the 2018 Sidewalk, Curb & Gutter Program

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Treasury

Contact: Nikki Weber x7382

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Notes issued on 5/1/2018 and 12/21/2018 to fund the unfunded estimated property owners' share of the 2018 Sidewalk, Curb & Gutter Program mature on 5/1/2019. I hereby respectfully request emergency legislation authorizing the issuance of a special assessment bond anticipation note in an amount not to exceed \$210,000 to refund the maturing notes pending final close-out of the assessment process associated with the 2018 Sidewalk, Curb & Gutter Program.

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

Funds are necessary to pay the maturing principal and interest for notes maturing on 5/1/2019. The process to levy special assessments in order to issue a special assessment bond to pay those notes has been delayed this year. A new bond anticipation note needs to be issued by 5/1/2019 to provide the funds to pay the maturing notes pending the completion of the assessment process and issuance of the 5-year bond.

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

Total Cost:

AN ORDINANCE NO. _____

Providing for the issuance and sale of notes in the maximum aggregate principal sum of \$210,000 in anticipation of the issuance of bonds to pay the cost of constructing sidewalks, curbs and gutters comprised in the 2018 Sidewalk, Curb and Gutter Program at various locations throughout the City, and declaring an emergency.

...oooOOOooo...

WHEREAS, the Finance Director, as fiscal officer, has certified to this City Commission of The City of Springfield, Ohio that the estimated life or usefulness of the improvement described in Section 1 herein is at least five (5) years, that the maximum maturity of the bonds referred to in Section 1 herein is twenty (20) years, and that the maximum maturity of the notes referred to in Section 3 herein, to be issued in anticipation of said bonds, is five (5) years or one (1) year if sold at private sale; and

WHEREAS, it is the determination of the City Commission that the sale and issuance of notes as hereinafter provided occur at the earliest possible moment to provide funds to enable the City to enter into contracts for and proceed with the construction of said improvements, 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 it is deemed necessary to issue bonds of the City in the maximum aggregate principal sum of \$210,000 (the "*Bonds*"), to pay the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of constructing sidewalks, curbs and gutters comprised in the 2018 Sidewalk, Curb and Gutter Program, together with all necessary appurtenances thereto (the "*Improvements*") at various locations throughout the City.

Section 2. That said Bonds shall be dated approximately September 1, 2019, shall bear interest at the now estimated rate of four percent (4.00%) per annum, payable semi-annually until the principal sum is paid; and shall mature in five (5) substantially equal annual installments.

Section 3. That it is necessary and this Commission hereby determines that notes in the maximum aggregate principal sum of \$210,000 (the "*Notes*") shall be issued in anticipation of the issuance of said Bonds for the purpose described in Section 1 and to pay the costs of the improvements and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be

determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to pay the costs of the improvements and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than five years following the date of issuance; provided that the Finance Director shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed two percent (2.25%) 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 Finance Director in the Certificate of Award in accordance with Section 6 herein.

Section 4. That the principal of and interest on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America if so requested by the original purchaser. The principal of and interest on the Notes shall be payable at the office of the City Treasurer. 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 Finance Director, in the name of the City and in their official capacities, provided that one of such signatures may be a facsimile signature. The Notes shall be issued in the numbers and denominations as may be requested by the original purchaser and approved by the Finance Director, provided that the entire principal amount may be represented by a single note; shall not have coupons attached; shall be numbered as determined by the Finance Director; and shall express on their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

Section 6. That the Notes are offered at par and accrued interest, if any, to the Treasurer, or officer in charge of the Bond Retirement Fund of the City. Notes not purchased for the Bond Retirement Fund shall be offered to the Treasury Investment Board for purchase, and if any notes are not taken by the Bond Retirement Fund or the

Treasury Investment Board for purchase, then the notes not so taken shall be sold at private sale by the Finance Director in accordance with law and the provisions of this Ordinance. The Finance Director 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, Finance Director, Law Director and Clerk of the City Commission and other 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 and appropriate to consummate the transactions contemplated by this Ordinance.

Section 7. That 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 to be applied to the payment of the principal of and interest on the notes in the manner provided by law.

Section 8. The par value to be received from the sale of the Bonds or any renewal notes and any excess funds resulting from the issuance of the notes shall, to the extent necessary, be used to pay the principal of and interest 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 principal of and interest 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 principal of and interest on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income 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 therefore under the Constitution and laws of the State of Ohio and 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 Bonds.

Section 10. That the City covenants that it will restrict the use of the proceeds of the notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the notes, so that the notes will not constitute arbitrage bonds under Section 103(c) of the Internal Revenue Code and the applicable regulations prescribed under that Section. The Finance Director, as the fiscal officer, or any other officer having responsibility for issuing the notes, shall, alone or with any other officer or employee of or consultant to the City, give an appropriate certificate of the City for inclusion in the transcript of proceedings for the notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes and the facts and estimates on which they are based, all as of the date of delivery of and payment for the notes.

Section 11. That the Clerk of the City Commission is hereby authorized and directed to forward a certified copy of this Ordinance to the Auditor of Clark County, Ohio.

Section 12. That the 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 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, credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the principal of and interest 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 13. That the City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 14. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2019)

I do hereby certify that the foregoing Ordinance No. 19-_____ was duly
published in the Springfield News-Sun on _____, _____,
2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 114-19

Agenda Date: 4/23/19

Today's Date: 4/17/19

Subject: Approval of Agreement w/ Community Improvement Corporation of Springfield and Clark County for Downtown Springfield Parking Garage Project and Acceptance of \$1,000,000.00

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: x7300

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission approve an Agreement between the City of Springfield and the Community Improvement Corporation (CIC) for the acceptance of \$1,000,000.00 for the construction of the downtown parking garage project per agreement recitals and covenants.

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

Emergency action is requested so that the project can continue moving forward in a timely manner.

<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 Agreement with the Community Improvement Corporation of Springfield and Clark County, Ohio ("CIC") for the acceptance of funds in relation to the Downtown Springfield Parking Garage Project; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City, the Board of County Commissioners of Clark County, Ohio ("Board") and the CIC all desire to cooperate in the construction of a parking facility in downtown Springfield in order to advance, encourage and promote industrial, economic, commercial and civic development in the community; and

WHEREAS, the Board has appropriated One Million Dollars (\$1,000,000) to support the parking facility project and has paid that sum to the CIC with the direction that CIC provide those funds to the City in support of the parking facility project; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid delay in the parking facility 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 an Agreement, a copy of which is attached hereto and is hereby approved, with the Community Improvement Corporation of Springfield and Clark County, Ohio for the acceptance of One Million Dollars (\$1,000,000) in relation to the Downtown Springfield Parking Garage Project.

Section 2. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AGREEMENT

This Agreement is made this ____ day of ____, 2019, by and between the City of Springfield, Ohio (the "City") and the Community Improvement Corporation of Springfield and Clark County, Ohio (the "CIC")

RECITALS

1. The City is an Ohio Municipal Corporation.
2. The CIC is a non-profit corporation designated by the City and by the Board of County Commissioners of Clark County, Ohio (the "Board") under Revised Code Section 1724.10 as an agency for development.
3. The City, the Board and the CIC all desire to cooperate in the construction of a parking facility (the "Project") in downtown Springfield in order to advance, encourage and promote industrial, economic, commercial and civic development in the community served by the City, the Board and the CIC.
4. The State of Ohio, has appropriated the sum of Two Million, Five Hundred Fifty Thousand Dollars (\$2,550,000) through the Ohio Board of Regents (the "Regents") and Clark State Community College (the "College") for the project, conditioned upon the execution of a Joint Use Agreement to be executed by the City and the College and approval by the Regents.
5. The Board has appropriated the sum of One Million Dollars (\$1,000,000) to support the project and has paid that sum to the CIC with direction that the CIC provide those funds to the City in support of the Project.

COVENANTS

1. Within ten days after the execution of this Agreement, the CIC shall pay to the City the sum of \$1,000,000.
2. The City will use the funds received from the CIC solely to pay expenses incurred in connection with the project.
3. The City shall track expenditures of the funds it receives from the CIC in connection with the Project and shall issue a report on a quarterly basis to CIC showing all expenditures of funds received from the CIC until the Project is completed or the funds are fully spent, whichever occurs first.
4. In the event that the City should decide to cease to pursue the Project, the City shall give written notice to CIC of that decision, pay outstanding obligations related to the Project, refund to CIC any funds received from CIC which remain unspent and issue a final report to CIC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

Jerome M. Strozdas, Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Bryan Heck, City Manager
Date: _____

**COMMUNITY IMPROVEMENT
CORPORATION OF SPRINGFIELD AND
CLARK COUNTY, OHIO**

By: _____

Date: _____

Request for Commission Action City of Springfield, Ohio

Item Number: 115-19

Agenda Date: 4/23/19

Today's Date: 4/16/19

Subject: Repealing of Community Reinvestment Areas

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: x7300

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input type="checkbox"/> Contract	

Prior

Ordinance/Resolution: 4056
4092
4114
4122
4519
04-280
05-40
15-98

Date of Prior

Ordinance/Resolution: 9/26/78
5/22/79
11/13/79
3/11/80
9/13/88
9/21/04
2/15/05
3/14/15

Summary:

Respectfully request City Commission to repeal the following CRAs as they fall within the newly created Springfield Revitalization Community Reinvestment Area.

- Springfield – Center City CRA #023-74118-01
- Springfield – South Limestone CRA #023-74118-02
- Western CRA #023-74118-03
- Monroe-Mulberry CRA #023-74118-04
- North Hill 2 CRA #023-74118-05
- Sheridan-Kenton CRA #023-74118-06
- Washington-Pleasant CRA #023-74118-07
- Burnett and High CRA #023-74118-118

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

Emergency action is requested to expedite state processing of the newly created Springfield Revitalization Community Reinvestment Area and to allow for city residents to start utilizing the incentives of this program.

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

AN ORDINANCE NO. _____

Repealing the Center City Community Reinvestment Area, the South Limestone Community Reinvestment Area, the Western Community Reinvestment Area, the Monroe-Mulberry Community Reinvestment Area, the North Hill 2 Community Reinvestment Area, the Sheridan-Kenton Community Reinvestment Area, the Washington-Pleasant Community Reinvestment Area and the Burnett and High Community Reinvestment Area, in the City of Springfield, Ohio; and declaring an emergency.

...oooOOOooo...

WHEREAS, this City Commission has established the Center City Community Reinvestment Area as authorized in Ordinance No. 04-280, the South Limestone Community Reinvestment Area as authorized in Ordinance No. 05-40, the Western Community Reinvestment Area as authorized in Resolution No. 4519, the Monroe-Mulberry Community Reinvestment Area as authorized in Resolution No. 4122, the North Hill 2 Community Reinvestment Area as authorized in Resolution No. 4114, the Sheridan-Kenton Community Reinvestment Area as authorized in Resolution No. 4056, the Washington-Pleasant Community Reinvestment Area as authorized in Resolution No. 4092, and the Burnett and High Community Reinvestment Area as authorized in Ordinance No. 15-98, in the City of Springfield, Ohio; and

WHEREAS, this City Commission established a new Springfield Revitalization Community Reinvestment Area as authorized in Ordinance No. 19-67; and

WHEREAS, in order for the State of Ohio to approve the new Springfield Revitalization Community Reinvestment Area, the City must repeal the current Community Reinvestment Areas that fall within the newly created Springfield Revitalization Community Reinvestment Area; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite State processing of the Springfield Revitalization Community Reinvestment Area, 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 Center City Community Reinvestment Area, the South Limestone Community Reinvestment Area, the Western Community Reinvestment Area, the Monroe-Mulberry Community Reinvestment Area, the North Hill 2 Community Reinvestment Area, the Sheridan-Kenton Community Reinvestment Area, the Washington-Pleasant Community Reinvestment Area and the Burnett and High Community Reinvestment Area, in the City of Springfield, Ohio are hereby repealed.

Section 2. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 116-19

Agenda Date: 4/23/19

Today's Date: 4/17/19

Subject: Confirm and Approve – Monthly access fees for MARCS equipment

Submitted By: Paul Hicks

Department: City Manager's Office

Contact: Paul Hicks (7300)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission approve a purchase order for monthly access fees for the MARCS Radio Communications System Equipment from the Ohio Department of Administrative Services, Office of Information Technology for an amount not to exceed \$64,560.00 This request is to approve those recurring costs which will be billed quarterly.

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: \$64,560/yr.

AN ORDINANCE NO. _____

Authorizing the issuance of a purchase order for monthly access fees for MARCS Radio Communication System Equipment from The Ohio Department of Administrative Services, Office of Information Technology for an amount not to exceed \$64,560.00; confirming and approving any related expenditures incurred from February 28, 2019 to the passage of this ordinance; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has recently acquired new Communications System Equipment as authorized in Ordinance No. 18-297; and

WHEREAS, the transition to the new Communications System Equipment requires a monthly access fee for each device; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to have the purchase order in place at the earliest possible time, thereby providing for the usual daily operation of various City departments, which this Commission finds creates an emergency 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 issuance of a purchase order is hereby authorized for monthly access fees for MARCS Radio Communication System Equipment from The Ohio Department of Administrative Services, Office of Information Technology, for an amount not to exceed \$64,560.00.

Section 2. That the purchase made by the City shall incorporate the specifications prepared by the Purchasing Division, which are hereby approved, and made available to providers submitting bids to the City, and shall conform to the recommendations of the City's Purchasing Division as made to this Commission.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 117-19

Agenda Date: 4/23/19

Today's Date: 4/17/19

Subject: Confirm and Approve – Maintenance Agreement with P&R Communications

Submitted By: Paul Hicks

Department: City Manager's Office

Contact: Paul Hicks (7300)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission confirm and approve the maintenance agreement and payment to P&R Communications to maintain and repair the Motorola equipment related to the MARCS radio system for an amount not to exceed \$18,450.00 annually for warranty years 1-3 and an amount not to exceed \$49,590.00 annually for non-warranty years 4-6 respectively.

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: \$18,390/yr.

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a six-year Service Agreement with P&R Communications Service, Inc. for maintenance services for Motorola equipment related to the Marcs Radio System, for an amount not to exceed \$18,450.00 annually for warranty years one through three, and an amount not to exceed \$49,590.00 annually for non-warranty years four through six, respectively; confirming and approving any related expenditures incurred from February 28, 2019 to the passage of this ordinance; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has recently acquired new Communications System Equipment as authorized in Ordinance No. 18-297; and

WHEREAS, P&R Communications Service, Inc. is an Ohio Department of Administrative Services approved Motorola service shop; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to have maintenance services available at the earliest possible time, thereby providing for the usual daily operation of various City departments, which this Commission finds creates an emergency 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 six-year Service Agreement with P&R Communications Service, Inc. for maintenance services for Motorola equipment related to the Marcs Radio System, a copy of which is attached hereto and is hereby approved, for an amount not to exceed \$18,450.00 annually for warranty years one through three, and an amount not to exceed \$49,590.00 annually for non-warranty years four through six, respectively.

Section 2. That all related expenditures incurred from February 28, 2019 to the passage of this Ordinance are hereby confirmed and 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



P&R Communications Service, Inc.
Anything Wireless. Everything That Matters.

SERVICE AGREEMENT

Date: April 4, 2019

Agreement #: 14846-19

FCC Licensee

Beginning Date: April 15, 2019

City of Springfield

Ending Date: April 14, 2020

350 N. Fountain Street

New Contract: X

Springfield, OH 45504

Renewal Contract: _____

Contact: Paul Hicks

When this agreement is accepted by P&R Communications and the FCC Licensee named above, the equipment listed will be serviced by P&R in accordance with the terms and conditions printed in the attached Terms & Conditions statement. This agreement does not include service of any transmission line, antenna, or tower lighting unless such work is described below.

Service Includes: Repairs needed as a result of normal wear & tear, (1) annual PM at customer request:

Equipment includes:

~~((487))~~ APX mobile & portable radios

~~((16))~~ APX control stations (fixed equipment)

2019 Monthly Amount: \$1,537.50

2019 Annual Amount: \$18,450.00

Service Does Not Include: Accessories such as batteries, antennas, speaker mics, chargers or antenna & line. Coverage does not include coverage or labor for chemical, liquid or physical damage or acts of God (i.e. lightning damage, floods, etc.), monitors, antenna, line, grounding and power supplies.

Any additional or new equipment will add to this contract.

For any equipment not covered on this service contract, time and material rates will apply.

Service hours on non-fixed equipment covered in this contract is 8:00am-5:00pm Monday through Friday (excluding legal holidays).

FCC LICENSEE ACCEPTANCE

By: _____

Print Name: _____

Title: _____

Date: _____

P&R COMMUNICATIONS ACCEPTANCE

By: 

Print Name: Ann-Lisa Allen

Title: Services Coordinator, Maintenance Portfolio

Date: 4-4-19

Address: 731 E. First Street, Dayton, OH 45402

Phone: 937-512-8164 office

This Maintenance Agreement is subject to these terms and conditions:

Definition. For the purpose of brevity and uniformity all references to P&R in this agreement will be construed to mean P&R Communications Service, Inc. All references to Licensee shall be construed as meaning and applying to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.

Work. P&R agrees to provide maintenance for the Licensee on the equipment described on the maintenance contract and/or attachments beginning and ending on the dates indicated if the Licensee makes the payments herein specified. This agreement does not include maintenance of any transmissions lines, antennas, tower or tower lighting, unless such work is described on the agreement. Such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call. Maintenance shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. Maintenance does not include the repair and/or replacement of equipment, which has otherwise become defective, including but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, and fires. Upon receipt of a written request from Licensee P&R will maintain units identical with any units covered by this agreement for the same monthly maintenance fees, and on the same terms and conditions set forth herein.

Maintenance Standards. The equipment will be maintained by P&R or its subcontractor in accordance with these standards; (A) Motorola parts or parts of equal quality will be used; (B) oil, water, dust and foreign substances will be removed from the equipment; (C) the equipment will not be subject to mechanical abuse; (D) the equipment will be maintained at levels necessary to provide the required communications; (E) routine maintenance procedures prescribed from time to time by Motorola for its equipment will be followed; (F) all maintenance work will be done by a qualified person or agency. The equipment will be inspected and adjusted periodically and as often as required.

Time and Place of Maintenance Work. Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on this contract, unless otherwise stated in the contract.

Payment. Payments shall be made according to the attached "P & R Service Contract Proposal", dated April 9, 2019, which shall be labeled and incorporated herein by reference as "Exhibit 1". Accordingly, payments shall be made for years 1, 2, 3, 4, 5, and 6 as set forth in Exhibit 1. P&R will send the Licensee an invoice for each respective yearly maintenance fee and Licensee shall pay the amount of said invoice within 30 days of the Licensee's receipt of said invoice. Each invoice shall be due and payable whether or not the equipment is operating, and P&R may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to P&R. The Licensee shall reimburse P&R for all property taxes, sales and use taxes, excise taxes and other taxes or assessments now or hereafter imposed by or under the authority of any Federal, State or Local Law, rule or regulation with respect to the maintenance of the equipment except federal income and profits taxes of P&R. However, Licensee shall not be liable for any taxes to which its tax-exempt status may excuse it and P&R from the payment of any such tax. Licensee shall provide to P&R any documentation and/or exemption for P&R's use in order

to legally avoid the payment of any such taxes in the provision of services under this Agreement.

Right to Subcontract. P&R shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, P&R shall not be relieved of any liability under this agreement on account of a subcontract. P&R will notify the Licensee of the name and address of each subcontractor.

FCC Records. Applications and statements of facts when required by FCC must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirement. However, P&R will provide the Licensee with forms, advice, and technical assistance, including frequency modulation and power measurements, to aid in meeting these requirements.

Interruption of service. The Licensee shall notify P&R in the event of the failure of any unit. If P&R fails to repair the unit within a reasonable time, the Licensee shall notify P&R in writing. P&R shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a prorate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of P&R or its subcontractor. P&R does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of P&R including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of the Licensee, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults.

Automatic renewal. [Intentionally Omitted].

Government Access to Records. [Intentionally Omitted].

Laws and Regulations. This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

Waiver. Failure or delay on the part of P&R or the Licensee to exercise any right, power or privilege hereunder shall not operate as waiver thereof.

Prior Negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

Amendment. No revision of this agreement shall be valid unless made in writing and signed by P&R Communications and an authorized agent of the Licensee.

Assignment. No assignment or transfer in whole or in part of this agreement shall be binding upon P&R without its written consent.

FCC Licensee

P&R Communications Service

By

By



Print Name

Print Name Ann-Lisa Allen

Title

Title Services Coordinator, Maintenance Portfolio

Date

Date

4-4-19



P&R Communications Service, Inc.
Anything Wireless. Everything That Matters

Date: 4/9/2019

Service Proposal prepared for: City of Springfield

QTY	Equipment & Descriptions	Monthly Total	Annual Total
	In-warranty period, years 1,2,3		
	Service Coverage & Annual PM of the following equipment under warranty:		
487	APX portables and mobile radios @ \$2.50 ea	\$1,217.50	\$14,610.00
16	APX control stations @ \$20.00 ea	\$320.00	\$3,840.00
	Total	\$1,537.50	\$18,450.00

****Service Contract Includes:**

* ALL service calls, labor and repairs necessary as a result of normal wear & tear

* 24x7 service response on all fixed equipment covered

* (1) Annual Preventative Maintenance (PM) check – includes labor AND repairs

During the PM:

All radios will be cleaned & brought back up to manufacturer specifications using certified test equipment

Batteries will be re-conditioned and checked for capacity, which will be noted on the battery

Any necessary repairs will be made to a radio in order to bring it back up to manufacturer specification

All radios will be brought to the most current version of firmware

Any Motorola Service bulletins that apply to radios will be resolved

* Courier services (pick-up / drop-off)

* All shipping & handling charges (if applicable)

****Service Contract does not include:**

* Physical damage, liquid damage and acts of God (i.e. lightning damage)

* Accessories such as batteries, speaker mics or chargers

* Antenna, line, cabling & grounding.



P&R Communications Service, Inc.
 Anything Wireless Everything That Matters

Date: 4/9/2019

Service Proposal prepared for: City of Springfield

QTY	Equipment & Descriptions	Monthly Total	Annual Total
	out-of-warranty period, years 4,5 & 6		
	Service Coverage & Annual PM of the following equipment under warranty:		
487	APX portables and mobile radios @ \$7.50 ea	\$3,652.50	\$43,830.00
16	APX control stations @ \$30.00 ea	\$480.00	\$5,760.00
	Total	\$4,132.50	\$49,590.00

****Service Contract Includes:**

- * ALL service calls, labor and repairs necessary as a result of normal wear & tear
- * 24x7 service response on all fixed equipment covered
- * (1) Annual Preventative Maintenance (PM) check -- includes labor AND repairs
 - During the PM:
 - All radios will be cleaned & brought back up to manufacturer specifications using certified test equipment
 - Batteries will be re-conditioned and checked for capacity, which will be noted on the battery
 - Any necessary repairs will be made to a radio in order to bring it back up to manufacturer specification
 - All radios will be brought to the most current version of firmware
 - Any Motorola Service bulletins that apply to radios will be resolved
- * Courier services (pick-up / drop-off)
- * All shipping & handling charges

****Service Contract does not include:**

- * Physical damage, liquid damage and acts of God (i.e. lightning damage)
- * Accessories such as batteries, speaker mics or chargers
- * Antenna, line, cabling & grounding

****Notes:**

- * This quote is budgetary, based on P&R current out-of-warranty pricing. P&R contracts increase 3-5% per year

Request for Commission Action

City of Springfield, Ohio

Item Number: 118-19

Agenda Date: April 23, 2019

Today's Date: April 12, 2019

Subject: Authorization to participate in ODOT Cooperative Purchasing Program for the purchase of rock salt for 2019-2020 winter season

Submitted By: Chris Moore, Director

Department: Service

Contact: 525-5800

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:** 18-123

**Date of Prior
Ordinance/Resolution:** 5/8/18

Summary:

Respectfully request City Commission authorization for the City's participation in the Cooperative Purchasing Program of the Ohio Department of Transportation (ODOT) for the purchase of rock salt for the 2019-2020 winter season.

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

Emergency Action is necessary to comply with ODOT deadlines and insure we have access to salt during the upcoming winter to help make roadways safer for the motoring public.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost: 0.00

AN ORDINANCE NO. _____

Authorizing participation in the ODOT winter contract (018-20) for Road Salt; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City of Springfield, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-20) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision's electronic order for a total of 3,600 tons of Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% and is permitted to purchase a maximum of up to 110% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period, beginning at the date of execution by the Director of ODOT through April 30, 2020; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 19, 2019. The written, emailed request to rescind this participation

agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, it is necessary that this Ordinance become effective immediately to meet deadlines imposed by the Ohio Department of Transportation, which this City Commission finds creates an emergency to provide for the daily operation of the City's Service Department, 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 participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

Section 2. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 119-19

Agenda Date: 4/23/2019

Today's Date: 4/15/2019

Subject: Approval for Submission of Application for Fiscal Year 2020 ODOT Aviation Grant Funds

Submitted By: Seth Timmerman, Airport Manager

Department: Airport

Contact: (937) 325-6108

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission approve the submission of an application for \$778,030 in State Fiscal Year 2020 Grant Funds under the Ohio Airport Direct Grant Program for the Taxiway H Rehabilitation and Taxiway C Removal. The amount listed above represents 95% of the total eligible project. A local match of 5% would be an amount not to exceed \$38,901.50.

Taxiway H Rehabilitation and Taxiway C Removal Overall Exhibit is attached to this document.

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

Emergency action is requested as the application due date is May 1st 2019 to BlackCat Aviation which is a new online software ODOT is using to go paperless.

Department/Division	Fund Description	Account Number	Actual Cost
Airport			38,901.50

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to apply for a grant through the ODOT, Aviation Division in an amount up to \$778,030.00 for the Taxiway H rehabilitation and Taxiway C removal at the Springfield-Beckley Municipal Airport; authorizing an expenditure of up to \$38,901.50 to be used as local matching funds; authorizing the City Manager, Law Director, Airport Manager and the Director of Finance to do all things necessary for the submission of the application of the grant and to comply with all relevant local, state and federal legal requirements; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has received an offer to apply for a grant through the ODOT, Aviation Division for the Taxiway H rehabilitation and Taxiway C removal at the Springfield-Beckley Municipal Airport, and this Commission considers it in the best interest of the public that funding be applied for; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with application submission timelines imposed by the ODOT, Aviation Division, 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 Commission hereby authorizes the City Manager to apply for a grant through the ODOT, Aviation Division in an amount up to \$778,030.00 for the Taxiway H rehabilitation and Taxiway C removal at the Springfield-Beckley Municipal Airport.

Section 2. That an expenditure of up to \$38,901.50 is hereby authorized as a local match for said project.

Section 3. That the City Manager, Law Director, Airport Manager and the Director of Finance are hereby authorized to do all things necessary for the submission of the application of the grant and to comply with all relevant local, state and federal legal requirements.

Section 4. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 044-19b

Agenda Date: 4/23/19

Today's Date: 4/15/19

Subject: RESOLUTION TO PROCEED for the 2019 Sidewalk, Curb and Gutter Program, Section No. 1
Streets and Selected Locations for Section No. 1

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

- | | |
|---|--|
| <input type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) <input checked="" type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract |

**Prior
Ordinance/Resolution:** 6039
19-96

**Date of Prior
Ordinance/Resolution:** 2/26/19
3/26/19

Summary:

The following is a list of Streets and Selected Locations recommended for inclusion in the Resolution to Proceed for SECTION #1 of Selected Streets and Selected Locations in the 2019 Sidewalk, Curb and Gutter Program:

Section #1 Streets include:

- W. Perrin Avenue (Plum Street to Wittenberg Avenue)
- Nagley Street (Sunset Avenue to Kenwood Avenue)
- Kenwood Avenue (Belmont Avenue to Selma Road)
- E. Ward Street (Limestone Street to Fountain Avenue)
- Rutland Street (Nagley Street to Belmont Avenue)
- Fulton Avenue (Nagley Street to Belmont Avenue)
- Springmont Avenue (Oakleaf Avenue to Driscoll Avenue)
- El Camino Drive (Santa Monica Avenue to Vester Avenue)
- Vester Avenue (El Camino Drive to Derr Road)
- Olympic Street (Home Road to Apollo Avenue)

Section #1 Selected Locations include:

- 2133 Woodside Avenue
- 25 Madison Avenue
- 3032 Colony Lane
- 3028 Colony Lane
- 138 E. North Street
- 202 N. Limestone Street (1st, 3rd & 4th parcel on North Street)
- 1414 N. Fountain Avenue
- 1402 N. Fountain 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>
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A RESOLUTION NO. _____

Ordering the construction or reconstruction of curbs, gutters and sidewalks at Section No. 1 of Streets and Section No. 1 of Selected Locations of the 2019 Sidewalk, Curb, and Gutter Program, as enumerated in Resolution No. 6039, 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 thirty (30) days prior to such reports, which service of notice has been made pursuant to the provisions of Resolution No. 6039 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 thirty (30) days of said notice to undertake performance thereof:

Section #1 Streets include:

- W. Perrin Avenue (Plum Street to Wittenberg Avenue)
- Nagley Street (Sunset Avenue to Kenwood Avenue)
- Kenwood Avenue (Belmont Avenue to Selma Road)
- E. Ward Street (Limestone Street to Fountain Avenue)
- Rutland Street (Nagley Street to Belmont Avenue)
- Fulton Avenue (Nagley Street to Belmont Avenue)
- Springmont Avenue (Oakleaf Avenue to Driscoll Avenue)
- El Camino Drive (Santa Monica Avenue to Vester Avenue)
- Vester Avenue (El Camino Drive to Derr Road)

- Olympic Street (Home Road to Apollo Avenue)

Section #1 Selected Locations include:

- 2133 Woodside Avenue
- 25 Madison Avenue
- 3032 Colony Lane
- 3028 Colony Lane
- 138 E. North Street
- 202 N. Limestone Street (1st, 3rd & 4th parcel on North Street)
- 1414 N. Fountain Avenue
- 1402 N. Fountain 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*

_____, 2019)

I do hereby certify that the foregoing Resolution No. _____ was duly published in the *Springfield News-Sun* on _____, 2019.

CLERK OF THE CITY COMMISSION