

# **CITY COMMISSION AGENDA**

## **February 25, 2020**

The Honorable City Commission  
The City of Springfield, Ohio

The City Commission will meet in the City Commission Forum at 7:00 PM on Tuesday, February 25, 2020.

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 March 10, 2020:

**060-20** Authorizing a grant to Opportunities for Individual Change (“OIC”) in the amount of \$16,000.00 for the implementation of the University of Cincinnati’s Cognitive Behavioral Interventions-Interpersonal Violence (“CBI-IPV”) Curriculum.

**061-20** Confirming and approving recurring connection fees relating to the Marcs Radio System, from Agile Communications, for an amount not to exceed \$74,400.00 for the period of February 28, 2019 through February 27, 2024, 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.

**062-20** 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; and confirming and approving any related expenditures incurred from February 29, 2020 to the passage of this ordinance.

**063-20** Authorizing the City Manager to execute a Mutual Aid Agreement with the political subdivisions in Montgomery County, and counties adjoining said Montgomery County, and Wright-Patterson Air Force Base Fire Department, for the purpose of obtaining and providing additional fire protection for the residents of the City of Springfield and other participating agencies upon their request.

**064-20** Authorizing the Finance Director to issue a twenty-five dollar (\$25.00) credit to the water accounts of those customers who participate in the City's 2020 Lead and Copper sampling efforts.

## **SECOND READINGS – ORDINANCES**

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

**036-20** An ordinance providing for the issuance and sale of Notes in the maximum aggregate principal amount of \$5,073,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the (a) municipal water system facilities, including replacing water lines, and improving the water treatment plant by installing a substation air break and constructing a liquid ferric building, together with all necessary appurtenances thereto and (b) municipal sewer system facilities, including but not limited to constructing and installing sanitary and storm sewer lines, rehabilitating the City's wastewater treatment plant by replacing a primary effluent pump and substation, post aeration gates and sludge pumps, installing combined sewer overflow mitigation and inflow/infiltration elimination projects, and purchasing real estate and related interests therein, together with all necessary appurtenances thereto.

**037-20** An ordinance providing for the issuance and sale of Notes in the maximum principal amount of \$1,000,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving City facilities, including the City Hall parking garage and plaza, by improving and replacing concrete and expansion joints, together with related site improvements and necessary appurtenances thereto.

**038-20** Authorizing the purchase of eight 2020 Ford Police Interceptors from National Auto Fleet Group, for an amount not to exceed \$305,300.00, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

**039-20** Authorizing and directing the City Manager to select certain identified parcels of real estate that constitute non-productive lands and to notify the Prosecuting Attorney or the County Auditor of Clark County, Ohio, as the case may be, pursuant to Sections 5722.03 and 5722.04 of the Ohio Revised Code that the City wishes to acquire said parcels pursuant to the provisions of Ohio Revised Code Chapter 5722 and Ordinance No. 98-293, passed August 25, 1998 and to do all things necessary to acquire said parcels.

**040-20** Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Enon Sand and Gravel, LLC, for an amount not to exceed \$334,141.25.

**041-20** Authorizing the City Manager to enter into a contract for the purchase of street materials with A & B Asphalt Corporation for an amount not to exceed \$340,475.00.

**042-20** Authorizing the City Manager to enter into a contract for the purchase of street materials with Shelly Materials, Inc. for an amount not to exceed \$331,987.50.

**043-20** Authorizing the City Manager to enter into a contract for the purchase of street materials with Valley Asphalt Corporation for an amount not to exceed \$406,555.00.

**044-20** Authorizing the City Manager to enter into a contract for the purchase of street materials with HEI-WAY LLC for an amount not to exceed \$67,060.00.

**091-19** Authorizing the City Manager to enter into a contract with J & J Schlaegel, Inc. for the North Street Sewers Project for an amount not to exceed \$1,187,698.15.

**045-20** Authorizing the City Manager to enter into a contract with The Lawn Guys of Dayton, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

**046-20** Authorizing the City Manager to enter into a contract with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

**047-20** Authorizing the City Manager to enter into a contract with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

**048-20** Authorizing the City Manager to enter into a contract with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

**049-20** Authorizing the City Manager to enter into a contract with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

### **SECOND READING RESOLUTION**

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

**050-20** Declaring it necessary to require the construction or reconstruction of curbs, gutters and sidewalks at the points identified as Section No. 1 of Streets of the 2020 Sidewalk, Curb and Gutter Program.

### **EMERGENCY ORDINANCES**

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

**025-20** Confirming purchases and the obtaining of services for the City and providing for payments therefor.

**065-20** Authorizing the City Manager to enter into a State & Municipal Lease/Purchase Agreement with Clayton Holdings, LLC, and related Escrow Agreement by and among Clayton Holdings, LLC, UMB Bank, N.A., and the City of Springfield, Ohio, in the principal amount of \$971,803.03 to finance the purchase of two (2) new 2021 HV507 SFA Dump Trucks, one (1) new Case Loader Model 621E XR, one (1) new 2020 HV607 SBA International Stake Bed Truck and one (1) new Inspection Truck; authorizing the City Manager, Finance Director, City Treasurer and Law Director to all things they deem necessary to enter into and complete the subject lease transaction.

**066-20** Authorizing the purchase of a 2021 HV607 SBA Truck for an amount not to exceed \$66,863.48, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

**067-20** Authorizing the purchase of an Inspection Truck from Jack Doheny Company, for an amount not to exceed \$368,739.08, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

**068-20** Authorizing the purchase of a 621G XBAR T4F Case Loader from Southeastern Equipment Company, for an amount not to exceed \$176,563.95, 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.

**069-20** Authorizing the purchase of two 2021 HV507 SFA Trucks for an amount not to exceed \$151,378.18, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

**152-17** Authorizing the City Manager to enter into Amendment B to the Engineering Services Agreement with Black & Veatch Corporation for the Buck Creek Interceptor Assessment project, to extend the completion date to July 3, 2020; confirming and approving services provided from December 1, 2019 to the passage of this Ordinance.

**032-18** Authorizing the exercise of the City's option to renew the contract with Chemical Services, Inc. for the purchase of Sodium Hypochlorite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$85,200.00.

**031-18** Authorizing the exercise of the City's option to renew the contract with PVS Chemical Solutions, Inc. for the purchase of Liquid Sodium Bisulfite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$60,400.00.

**070-20** Authorizing the relocation of the underground electric/communication cables at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$56,512.00, 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.

**004-17** Authorizing the City Manager to enter into Modification No. 2 to Agreement No. 31843 with Crawford, Murphy & Tilly, Inc. for the CLA McCreight Avenue Project, PID No. 104831, to reallocate funds among project phases and to decrease the agreement amount by \$556.00 for a total agreement amount not to exceed \$362,629.00.

**044-19** Levying special assessments for the improvement of streets by the construction of sidewalks, curbs and gutters in the 2019 Sidewalk, Curb and Gutter Program.

**NEW ITEMS ON THE AGENDA**

**REMARKS FROM THE AUDIENCE**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Heck', written in a cursive style.

Bryan Heck  
City Manager

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 060-20

Agenda Date: 2/25/2020

Today's Date: 2/19/2020

**Subject:** Authorize grant to Opportunities for Individual Change (OIC) to implement the University of Cincinnati's Cognitive Behavioral Interventions-interpersonal Violence curriculum.

**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 type="checkbox"/> Contract  |   |

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

### **Summary:**

Respectfully request City Commission authorize the a grant in the amount of \$16,000 to Opportunities for Individual Change (OIC) to implement the University of Cincinnati's Cognitive Behavioral Interventions-interpersonal Violence curriculum. This program is designed for individuals with a recent pattern of domestic violence or interpersonal violence who are moderate to high risk on a general risk assessment. Using social learning and cognitive-behavioral approaches, the curriculum teaches individuals how to identify and manage high risk situations related to interpersonal violence, with particular emphasis on emotion regulation. The curriculum is 52 sessions of therapeutic training that will be offered during incarceration in the Clark County Jail and post release.

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

Department/Division	Fund Description	Account Number	Actual Cost
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**Total Cost: \$16,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing a grant to Opportunities for Individual Change ("OIC") in the amount of \$16,000.00 for the implementation of the University of Cincinnati's Cognitive Behavioral Interventions-Interpersonal Violence ("CBI-IPV") Curriculum.

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WHEREAS, OIC of Clark County is an organization in the City of Springfield, Ohio with a long history of serving the economically disadvantaged, unskilled or low skilled, and incarcerated and returning citizens; and

WHEREAS, OIC has been selected by the University of Cincinnati to be a pilot site for the University of Cincinnati's CBI-IPV Curriculum wherein OIC would facilitate CBI-IPV training with inmates who are referred by Clark County Judges; and

WHEREAS, the City seeks to award a grant to OIC for the purpose of implementing CBI-IPV training to domestic violence offenders in the City; 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 and makes them a part hereof.

Section 2. That a grant to Opportunities for Individual Change for the implementation of the University of Cincinnati's Cognitive Behavioral Interventions - Interpersonal Violence Curriculum in the amount of \$16,000.00 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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 061-20

Agenda Date: 2/25/2020

Today's Date: 02/13/2020

Subject: Confirm and Approve – Monthly access fees for Agile 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 approve the recurring monthly connection fees with Agile Communications. MARCS requires a secure connection between the dispatch radio consoles and the radio tower. To ensure the continuity of communications two diverse connections are required. The purchase is through the State of Ohio and required by MARCS to use this vendor for connectivity. This is a 60-month agreement for the period 2/28/2019 – 2/27/2024 for an amount not to exceed \$74,400.

**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 recurring connection fees relating to the Marcs Radio System, from Agile Communications, for an amount not to exceed \$74,400.00 for the period of February 28, 2019 through February 27, 2024, 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.

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

WHEREAS, Marcs requires a secure connection between the dispatch radio consoles and the radio tower which requires two diverse connections to ensure continuity of communications; NOW, THEREFORE:

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

Section 1. That recurring connection fees relating to the Marcs Radio System, from Agile Communications, 213 Market Ave. N., Suite 310, Canton, Ohio 44702, for an amount not to exceed \$74,400.00 for the period of February 28, 2019 through February 27, 2024, 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 are hereby confirmed and 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 062-20

**Agenda Date:** 2/25/2020

**Today's Date:** 2/19/2020

**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. This request is to approve those recurring costs which will be billed quarterly for the period 2/29/20 – 2/28/21.

**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; and confirming and approving any related expenditures incurred from February 29, 2020 to the passage of this ordinance.

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

WHEREAS, the new Communications System Equipment requires a monthly access fee for each device: NOW, THEREFORE:

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

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 this Commission hereby confirms and approves related expenditures from February 29, 2020 to the passage of this Ordinance.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 063-20

**Agenda Date:** February 25, 2020

**Today's Date:** February 11, 2020

**Subject:** Mutual Aid Agreement for additional fire protection

**Submitted By:** Brian D. Miller, Fire Chief

**Department:** Fire Division

**Contact:** Brian Leciejewski x7711

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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:**

It is respectfully requested that City Commission authorize the City Manager to execute a Mutual Aid Agreement with the political subdivisions in Montgomery County, and counties adjoining said Montgomery County, for the purpose of obtaining additional fire protection for the citizens of the Springfield Community.

**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 Mutual Aid Agreement with the political subdivisions in Montgomery County, and counties adjoining said Montgomery County, and Wright-Patterson Air Force Base Fire Department, for the purpose of obtaining and providing additional fire protection for the residents of the City of Springfield and other participating agencies upon their request.

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WHEREAS, the City is desirous of obtaining additional fire protection for the residents of the City of Springfield; and

WHEREAS, a total of 97 local agencies and Wright-Patterson Air Force Base Fire Department are parties to a Mutual Aid Agreement providing for additional fire protection and this Commission considers it in the best interest of the residents of the City of Springfield that the City become a party to said Mutual Aid Agreement; 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 a Mutual Aid Agreement, a copy of which is attached hereto and is hereby approved, with the political subdivisions in Montgomery County, and counties adjoining said Montgomery County, and Wright-Patterson Air Force Base Fire Department, for the purpose of obtaining and providing additional fire protection for the residents of the City of Springfield and other participating agencies upon their request.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

## MUTUAL AID AGREEMENT

WHEREAS, the political subdivisions in Montgomery County and counties adjoining said Montgomery County, to-wit Preble County, Butler County, Warren County, Greene County, Clark County, Miami County and Darke County, collectively referred to as the Greater Dayton Area Fire Departments, and Wright-Patterson Air Force Base Fire Department (WPAFB Fire Department), which are parties to this Agreement, are desirous of obtaining additional fire protection for the citizens of the various political subdivisions and WPAFB Fire Department in time of emergency, pursuant to Sections 505.44 and 9.60, Ohio Revised Code.

It is hereby mutually agreed by the parties hereto as follows:

(1) Definitions:

- a. Fire service agencies shall include, in addition to general fire departments, emergency operations, hazardous materials units, environmental protection units and other related organizations dedicated to protecting life, property and the environment (excluding police services).
- b. The term "fire protection" includes personal services and equipment required for the protection of life and property from fire, firefighting and/or emergency medical services.
- c. The term "emergency response" includes necessary services to respond to a fire, health, safety (not including law enforcement) or environmental incident that threatens life, property or environment.

(2) All Mutual Aid Agreements previously entered into for the purpose of obtaining additional fire protection are hereby superseded by this Agreement.

(3) In the event of emergency, and upon request of another fire department by the highest ranking officer of that department on duty at the time of the emergency, each party which is a signatory to this Agreement will furnish fire department personnel and equipment, if the highest ranking officer on duty of the requested fire service agency is of the opinion that such personnel and equipment is available. Such personnel and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the fire service agency furnishing such personnel and equipment.

(4) The execution of this Agreement shall not give rise to any liability or responsibility, including but not limited to failure to respond to any request for assistance, lack of speed in answering such a request, inadequacy of equipment, negligent operation of equipment, failure to extinguish any fire, or any cause whatsoever growing out of such use of fire or other equipment and personnel, nor shall the party which issued the call be liable in any manner for damages or loss of

equipment or personnel suffered by the party answering the call. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

- (5) No charge shall be made to any party (parties) to this Agreement for services rendered by any other contracting party (parties) under the provision of this Agreement.
- (6) There shall be no reimbursement for loss or damage to equipment while engaged in an activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing party for workmen's compensation benefits arising by reason of injury or death to a member of the defined agency of said party while engaged in rendering services under this Agreement.
- (7) This Agreement shall become effective on January 1, 1989, and shall continue as a non-expiring Agreement; provided, however, that any party to this Agreement may withdraw at any time upon thirty (30) days written notice, addressed to the Chief of the defined agency or other officer in charge of each of the other parties to this Agreement, and thereafter such withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among or between the remaining parties.
- (8) This agreement may be executed in any number of counterparts, all of which together shall be a single instrument. It shall not be necessary for any counterparts to be signed by more than one party. All counterparts shall be filed with the office of the County Prosecutor of Montgomery County, Ohio, which shall be the official depository for this Agreement. The County Prosecutor of Montgomery County, Ohio, shall send to each party to this Agreement a certificate showing the names of the signatories which have executed this Agreement, and any additions or deletions of participating parties as they occur.

[Remainder of this page intentionally left blank.]

We have read and understand the Greater Dayton Area Fire Departments' Mutual Aid Agreement. As authorized agents for this political subdivision, we agree to enter into this agreement by resolution of our governing body.

APPROVED AS TO FORM  
AND CORRECTNESS:  
Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

By: \_\_\_\_\_  
Assistant Law Director

BY: \_\_\_\_\_  
Bryan Heck, City Manager

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

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



# Request for Commission Action City of Springfield, Ohio

Item Number: 064-20

Agenda Date: 2/25/2020

Today's Date: 2/13/2020

Subject: Authorize Credit for Participating in Lead and Copper Testing

Submitted By: Chris Moore, Director

Department: Service

Contact: Leslie McDermott 525-5848

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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 type="checkbox"/> Contract  |   |

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

## **Summary:**

It is respectfully requested that City Commission authorize the Finance Director to issue a \$25 credit on the water accounts of 30 customers who participate in the City's 2020 lead and copper sampling efforts.

**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 Finance Director to issue a twenty-five dollar (\$25.00) credit to the water accounts of those customers who participate in the City's 2020 Lead and Copper sampling efforts.

...oooOOOooo...

WHEREAS, The City of Springfield, Ohio is required by the Ohio Environmental Protection Agency ("OEPA") to test its drinking water for substances that the OEPA has identified as potentially harmful, including both lead and copper; and

WHEREAS, to comply with the monitoring schedule set forth by the OEPA, The City of Springfield, Ohio is required to perform lead and copper sampling beginning June 1, 2020 through September 30, 2020 at properties with known lead water service lines; 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 and makes them a part hereof.

Section 2. That the Finance Director is hereby authorized to issue a twenty-five dollar (\$25) credit on the water accounts of thirty customers who participate in the City's 2020 lead and copper sampling efforts.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 036-20

Agenda Date: 2/11/2020

Today's Date: 2/5/2020

**Subject:** Issuance and sale of a water and sewer bond anticipation note in a maximum amount of \$5,073,000 to refund outstanding water and sewer previously issued and to provide additional funds for improving the water and sewer system facilities

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance/Treasury

**Contact:** Nikki Weber x7382

- |  |  |   |
|--|--|---|
| <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:**

An ordinance is requested to provide for the issuance and sale of a Note in the maximum principal amount of \$5,073,000 in anticipation of the issuance of a Bond, for the purpose of paying costs of (1) improving the municipal water system, including replacing water lines, and improving the water treatment plant by installing a substation air break and constructing a liquid ferric building, together with all necessary appurtenances thereto and (2) improving the municipal sewer system, including constructing and installing sanitary and storm sewer lines, rehabilitating the City's wastewater treatment plant by replacing a primary effluent pump and substation, post aeration gates and sludge pumps, installing combined sewer overflow mitigation and inflow/infiltration elimination projects, purchasing real estate and related interests therein, together with all necessary appurtenances thereto.

This new note will be combined with another note authorized by concurrent/separate ordinance so that a single larger note can be competitively bid and issued to a single investor.

Note ordinance to be provided by bond counsel Squire Patton & Boggs.

### **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. \_\_\_\_\_

An ordinance providing for the issuance and sale of Notes in the maximum aggregate principal amount of \$5,073,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the (a) municipal water system facilities, including replacing water lines, and improving the water treatment plant by installing a substation air break and constructing a liquid ferric building, together with all necessary appurtenances thereto and (b) municipal sewer system facilities, including but not limited to constructing and installing sanitary and storm sewer lines, rehabilitating the City's wastewater treatment plant by replacing a primary effluent pump and substation, post aeration gates and sludge pumps, installing combined sewer overflow mitigation and inflow/infiltration elimination projects, and purchasing real estate and related interests therein, together with all necessary appurtenances thereto.

...oooOOOooo...

WHEREAS, pursuant to Ordinance No. 19-22 passed January 29, 2019, notes in anticipation of bonds in the principal amount of \$645,000, dated April 17, 2019 (the "*Outstanding Water Notes*"), were issued for the component purpose stated in clause (a) of Section 1, to mature on April 15, 2020; and

WHEREAS, pursuant to Ordinance No. 19-23 passed January 29, 2019, notes in anticipation of bonds in the principal amount of \$2,305,000, dated April 17, 2019 (the "*Outstanding Sewer Notes*" and together with the *Outstanding Water Notes*, the "*Outstanding Notes*"), were issued for the component purpose stated in clause (b) of Section 1, to mature on April 15, 2020; and

WHEREAS, this City Commission finds and determines that the City should retire the *Outstanding Notes* with the proceeds of the Notes described in Section 3 and other funds available to the City and provide an additional \$50,800 for the component purpose stated in clause (a) of Section 1 and an additional \$2,072,200 for the component purpose stated in clause (b) of Section 1; and

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer of this City, certify the estimated life or period of usefulness of each component purpose of the Improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1; and

WHEREAS, the Finance Director has certified to this City Commission that the estimated life or period of usefulness of each component purpose of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least thirty (30) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, for the component purpose described in clause (a) of Section 1 is April 15, 2049 as to \$645,000 of the principal amount and two hundred forty (240) months as to \$50,800 of the principal

amount, and for the component purpose described in clause (b) of Section 1 is April 15, 2049 as to \$2,305,000 of the principal amount and two hundred forty (240) months as to \$2,072,200 of the principal amount; NOW, THEREFORE:

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

Section 1. It is necessary to issue bonds of this City in the maximum aggregate principal amount of \$5,073,000 (the "*Bonds*") for the purpose of paying the costs of improving the (a) municipal water system facilities, including replacing water lines, and improving the water treatment plant by installing a substation air break and constructing a liquid ferric building, together with all necessary appurtenances thereto and (b) municipal sewer system facilities, including but not limited to constructing and installing sanitary and storm sewer lines, rehabilitating the City's wastewater treatment plant by replacing a primary effluent pump and substation, post aeration gates and sludge pumps, installing combined sewer overflow mitigation and inflow/infiltration elimination projects, and purchasing real estate and related interests therein, together with all necessary appurtenances thereto (collectively, the "*Improvement*").

Section 2. The Bonds shall be dated approximately April 1, 2021, shall bear interest at the now estimated rate of 5.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2021.

Section 3. It is necessary to issue and this City Commission determines that notes in the maximum aggregate principal amount of \$5,073,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the component purposes described in Section 1, to retire the Outstanding Notes, to provide additional money for the component purposes described in Section 1 and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the aggregate of the maximum principal amount authorized for each component purpose) 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 provide for the retirement of the Outstanding Notes, to provide additional money for the component purposes described in Section 1, and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the 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 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be

determined by the Finance Director in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser (the "*Paying Agent*").

The City Manager and the Finance Director shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the City Clerk. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Finance Director on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Finance Director shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

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 those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Finance Director) and with numbers as requested by the original purchaser and approved by the Finance Director. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

*"Book entry form" or "book entry system"* means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

*"Depository"* means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

*"Participant"* means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) 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, the City Manager, the Finance Director, the Law Director, the City Clerk and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Manager, the Finance Director, the Law Director, the City Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) 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. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

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



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

In each year to the extent net revenues from the municipal water system are available for the payment of the debt charges on the portion of the Notes or the Bonds issued for the component purpose described in clause (a) of Section 1 and are appropriated for that component purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent net revenues from the municipal sewer system are available for the payment of the debt charges on the portion of the Notes or the Bonds issued for the component purpose described in clause (b) of Section 1 and are appropriated for that component purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal water system or the municipal sewer system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the 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 three preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from

gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates 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, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Finance Director or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers

identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. The Finance Director is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Finance Director determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Finance Director is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Certificate of Award, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The services of Bradley Payne Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Finance Director is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Certificate of Award, to make appropriate certification as to the availability of funds for those fees and any

reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The City Clerk is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Clark County, Ohio.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission or any of its committees, 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, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

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PRESIDENT OF THE CITY COMMISSION

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CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

\_\_\_\_\_, February \_\_\_, 2020)

I do hereby certify that the foregoing Ordinance No. 20-\_\_\_\_\_ was duly published in the *Springfield News-Sun* on \_\_\_\_\_, February \_\_\_, 2020.

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

*CERTIFICATION*

This certifies that the foregoing  
is a true copy of Ordinance No.  
20-\_\_\_\_\_ passed by the  
Commission of The City of  
Springfield, Ohio  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of the City Commission

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 037-20

**Agenda Date:** 2/11/2020

**Today's Date:** 2/5/2020

**Subject:** Issuance and sale of a permanent improvement bond anticipation note in a maximum amount of \$1,000,000 to improve City facilities

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance/Treasury

**Contact:** Nikki Weber x7382

- |  |  |   |
|--|--|---|
| <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:**

An ordinance is requested to provide for the issuance and sale of a Note in the maximum principal amount of \$1,000,000 in anticipation of the issuance of a Bond, for the purpose of paying costs of improving City facilities, including the City Hall parking garage and plaza, by improving and replacing concrete and expansion joints, together with all necessary appurtenances thereto.

This new note will be combined with another note authorized by concurrent/separate ordinance so that a single larger note can be competitively bid and issued to a single investor.

Note ordinance to be provided by bond counsel Squire Patton & Boggs.

### **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. \_\_\_\_\_

An ordinance providing for the issuance and sale of Notes in the maximum principal amount of \$1,000,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving City facilities, including the City Hall parking garage and plaza, by improving and replacing concrete and expansion joints, together with related site improvements and necessary appurtenances thereto.

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WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1; and

WHEREAS, the Finance Director has certified to this City Commission that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months; NOW, THEREFORE:

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$1,000,000 (the "*Bonds*") for the purpose of paying the costs of improving City facilities, including the City Hall parking garage and plaza, by improving and replacing concrete and expansion joints, together with related site improvements and necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately April 1, 2021, shall bear interest at the now estimated rate of 5.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2021.

Section 3. It is necessary to issue and this City Commission determines that notes in the maximum principal amount of \$1,000,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement 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 Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the 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 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Finance Director in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser (the "*Paying Agent*").

The City Manager and the Finance Director shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the City Clerk. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Finance Director on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Finance Director shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

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 those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Finance Director) and with numbers as requested by the original purchaser and approved by the Finance Director. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Finance Director that issuance of fully registered



securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

*"Book entry form" or "book entry system"* means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

*"Depository"* means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

*"Participant"* means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall

cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) 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, the City Manager, the Finance Director, the Law Director, the City Clerk and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Manager, the Finance Director, the Law Director, the City Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) 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. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

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

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

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the 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 and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the

governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates 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, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Finance Director or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 11. The Finance Director is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Finance Director determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the

Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Finance Director is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Certificate of Award, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The services of Bradley Payne Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Finance Director is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Certificate of Award, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The City Clerk is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Clark County, Ohio.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes;

and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission or any of its committees, 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, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

\_\_\_\_\_, February \_\_\_, 2020)

I do hereby certify that the foregoing Ordinance No. 20-\_\_\_\_\_ was duly published in the *Springfield News-Sun* on \_\_\_\_\_, February \_\_\_, 2020.

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

*CERTIFICATION*

This certifies that the foregoing  
is a true copy of Ordinance No.  
20-\_\_\_\_\_ passed by the  
Commission of The City of  
Springfield, Ohio  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of the City Commission

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 038-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/05/2020

**Subject:** (8) 2020 Ford Police Interceptors

**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 (8) 2020 Ford Police Interceptors from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 for a total amount of \$305,300.00. This purchase is being made through Sourcewell Contract #120716-NAF.

**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>
Police	Permanent Improvement	100115-6030	\$305,300.00

**Total Cost: \$305,300.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the purchase of eight 2020 Ford Police Interceptors from National Auto Fleet Group, for an amount not to exceed \$305,300.00, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

...oooOOOooo...

WHEREAS, in Ordinance No. 19-71, the City opted to secure to itself the benefits of the Sourcewell Contract Purchasing Cooperative Program pursuant to Section 9.48 of the Ohio Revised Code to enable purchases through Sourcewell; and

WHEREAS, the City wishes to purchase eight 2020 Ford Police Interceptors, pursuant to the Sourcewell Contract Purchasing Cooperative Program; 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 eight 2020 Ford Police Interceptors, from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, for an amount not to exceed \$305,300.00, through the Sourcewell Contract Purchasing Cooperative Program in accordance with the provisions of Section 9.48 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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 039-20

Agenda Date: 02/11/2020

Today's Date: 01/31/2020

**Subject:** Selection of Certain Parcels of Real Estate to be acquired through the Land Reutilization Program

**Submitted By:** Shannon Meadows

**Department:** Community Development

**Contact:** Stephen Thompson, 324-7674

- |  |  |   |
|--|--|---|
| <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:**

Respectfully requesting City Commission to approve an ordinance authorizing the City Manager to select certain identified parcels of real estate that constitute non-productive lands and to notify the Prosecuting Attorney and the County Auditor of Clark County, Ohio that the City wishes to acquire said parcels through the City's Land Reutilization Program. These parcels are a part of the Mow to Own program and the applicant has fulfilled seven months of keeping the lots nuisance-free. The parcels are:

520-522 W Pleasant St.	3400600004228027
610 S Center St.	3400700034307004
510 W Pleasant St.	3400600004228029
934 Avondale Ave.	3400700029315010
312-314 N Florence St.	3400700029411005
965 Lagonda Ave.	3400700029313002
135 S Race St.	3400600004212019
1152 Lagonda Ave.	3400700029117038
Tibbetts Ave.	3400700033223008
1746 Tibbetts Ave.	3400700033223007
1744 Tibbetts Ave.	3400700033223006
227 E McCreight Ave.	3400700035201013
1619 Tibbetts Ave.	3400700033220022
Tibbetts Ave.	3400700033220023
1735 Kentucky Ave.	3400700033221019
1735 Kentucky Avea.	3400700033221020
1328 Linden Ave	3400700033202017

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

Department/Division	Fund Description	Account Number	Actual Cost
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**Total Cost: \$0.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing and directing the City Manager to select certain identified parcels of real estate that constitute non-productive lands and to notify the Prosecuting Attorney or the County Auditor of Clark County, Ohio, as the case may be, pursuant to Sections 5722.03 and 5722.04 of the Ohio Revised Code that the City wishes to acquire said parcels pursuant to the provisions of Ohio Revised Code Chapter 5722 and Ordinance No. 98-293, passed August 25, 1998 and to do all things necessary to acquire said parcels.

...oooOOOooo...

WHEREAS, this City Commission adopted and implemented the procedures set forth in Chapter 5722 of the Ohio Revised Code to establish a Land Reutilization Program to facilitate the effective reutilization of non-productive land situated within the City, by passage of Ordinance No. 98-293, passed August 25, 1998; and

WHEREAS, pursuant to Chapter 5722 of the Ohio Revised Code, the Prosecuting Attorney of Clark County, Ohio has compiled and delivered to the City a list of all delinquent lands within the City with respect to which a foreclosure proceeding has been instituted and is pending; and

WHEREAS, Revised Code Section 5722.03(C) provides that where a city wishes to select from such list delinquent lands that constitute non-productive lands that it wishes to acquire, it must notify the prosecuting attorney, or the county auditor, as the case may be, of its selection prior to the advertisement and sale of the non-productive lands pursuant to such foreclosure proceedings; and

WHEREAS, based upon the recommendation from the City Manager, the City Commission has determined that the parcels of real estate hereafter listed should be acquired by the City pursuant to the provisions of Ohio Revised Code Chapter 5722; and

WHEREAS, the City intends to acquire such non-productive lands in order to foster either the return of such lands to tax revenue generating status or the devotion thereof to public use; and

WHEREAS, the parcels acquired are a part of the City's Mow to Own program;  
NOW, THEREFORE:

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

Section 1. That the City Manager is authorized and directed to notify the Prosecuting Attorney or the County Auditor of Clark County, Ohio, as the case may be,

pursuant to Sections 5722.03 and 5722.04 of the Ohio Revised Code, that the City wishes to acquire the following parcels of real estate located within the City, and he is further authorized and directed to do all things necessary to acquire the said parcels pursuant to the provisions of Ohio Revised Code Chapter 5722:

**Parcels Being Requested per ORC 5722.03  
(Sheriff Sale)**

<b><u>STREET ADDRESS</u></b>	<b><u>PARCEL NUMBER</u></b>
------------------------------	-----------------------------

**Parcels Being Requested per ORC 5722.04(A)  
(Auditor Sale)**

<b><u>STREET ADDRESS</u></b>	<b><u>PARCEL NUMBER</u></b>
520-522 W Pleasant St.	3400600004228027
610 S Center St.	3400700034307004
510 W Pleasant St.	3400600004228029
934 Avondale Ave.	3400700029315010
312-314 N Florence St.	3400700029411005
965 Lagonda Ave.	3400700029313002
135 S Race St.	3400600004212019
1152 Lagonda Ave.	3400700029117038
Tibbetts Ave.	3400700033223008
1746 Tibbetts Ave.	3400700033223007
1744 Tibbetts Ave.	3400700033223006
227 E McCreight Ave.	3400700035201013
1619 Tibbetts Ave.	3400700033220022
Tibbetts Ave.	3400700033220023
1735 Kentucky Ave.	3400700033221019
1735 Kentucky Ave.	3400700033221020
1328 Linden Ave.	3400700033202017

Section 2. That certified copies of this Ordinance, upon its passage, shall be promptly delivered to the Auditor, Treasurer, and Prosecuting Attorney of Clark County, Ohio.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 040-20

Agenda Date: 02/11/2020

Today's Date: 02/04/20

Subject: Sand and Gravel

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

- |  |  |   |
|--|--|---|
| <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 Enon Sand and Gravel, LLC 11641 Mosteller Rd., Cincinnati, OH 45241 for:

#### Base Bid/Delivery

- 304 Gravel (not-to-exceed 62,100.00)
- 411 Limestone (not-to-exceed \$8,280.00)
- #2 Stone (not-to-exceed \$2,070.00),
- Concrete Sand (not-to-exceed \$877.50),
- 310 Gravel (not-to-exceed \$96,300.00),
- #57 Washed Stone (not-to exceed \$1,930.00),
- Washed Mason Sand (not-to-exceed \$1,227.50),
- Cement Gravel Mix (not-to-exceed \$1,091.25),
- Granular Material for Bedding # 8 Stone (not-to-exceed \$53,850.00)
- Dumped Rock Fill Type A (not-to-exceed \$3,745.00),
- #8 Crushed Limestone (not-to-exceed \$2,170.00)

#### Alternate Bid/Pick-Up

- #304 Gravel (not-to-exceed \$100,500.00)

The total not-to-exceed purchase price shall be \$334,141.25.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service Department	Various	Various	\$334,141.25

**Total Cost: \$334,141.25**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Enon Sand and Gravel, LLC, for an amount not to exceed \$334,141.25.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received a bid for the purchase of sand and gravel; and

WHEREAS, after receiving and reviewing the only bid submitted, the City's Purchasing Division has recommended an award of contract to Enon Sand and Gravel, LLC, for 304 Gravel, 411 Limestone, #2 Stone, Concrete Sand, 310 Gravel, #57 Washed Stone, Washed Mason Sand, Cement Gravel Mix, Granular Material for Bedding #8 Stone, Dumped Rock Fill Type A and #8 Crushed Limestone (Base Bid-Delivered) for an amount not to exceed \$233,641.25, and 304 Gravel (Alternate-Pick-Up) for an amount not to exceed \$100,500.00; 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 the purchase of sand and gravel with Enon Sand and Gravel, LLC, for 304 Gravel, 411 Limestone, #2 Stone, Concrete Sand, 310 Gravel, #57 Washed Stone, Washed Mason Sand, Cement Gravel Mix, Granular Material for Bedding #8 Stone, Dumped Rock Fill Type A and #8 Crushed Limestone (Base Bid-Delivered) for an amount not to exceed \$233,641.25, and 304 Gravel (Alternate-Pick-Up) for an amount not to exceed \$100,500.00, for a total contract amount not to exceed \$334,141.25.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 041-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/4/2020

**Subject:** Street Materials

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Service Department

**Contact:** Shawn Wilson, Operations Supt.

<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 A&B Asphalt Corp., 1780 Enon Rd, Springfield, OH 45502 as the primary supplier of #448 Type 1 Asphalt/Hot Mix (not-to-exceed \$296,475.00) and being an alternate supplier for AC 20 Liquid Asphalt (not-to-exceed \$37,500.00) and for #301 Asphalt (not-to-exceed \$6,500.00). The total not-to-exceed purchase price shall be \$340,475.00. This recommendation is based on the lowest and best of four bids received.

### **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>
Service Department	Various	Various	\$340,475.00

**Total Cost: \$340,475.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract for the purchase of street materials with A & B Asphalt Corporation for an amount not to exceed \$340,475.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the purchase of street materials; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to A & B Asphalt Corporation as primary supplier for the purchase of #448 Type 1 Asphalt Hot Mix for an amount not to exceed \$296,475.00 and as an alternate supplier of AC 20 Liquid Asphalt and 301 Asphalt for an amount not to exceed \$44,000.00, for a total contract amount not to exceed \$340,475.00, which was the lowest and best bid: 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 the purchase of street materials with A & B Asphalt Corporation as primary supplier for the purchase of #448 Type 1 Asphalt Hot Mix for an amount not to exceed \$296,475.00 and as an alternate supplier of AC 20 Liquid Asphalt and 301 Asphalt for an amount not to exceed \$44,000.00, for a total contract amount not to exceed \$340,475.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 042-20

Agenda Date: 02/11/2020

Today's Date: 02/4/2020

Subject: Street Materials

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

<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 Shelly Materials, Inc., 1700 Fostoria Ave., Findlay, OH 45840 as the primary supplier for the purchase of AC 20 Liquid Asphalt (not-to-exceed \$27,500.00) and for 301 Asphalt (not-to-exceed \$5,800.00) and as an alternate supplier for #448 Type 1 Asphalt/Hot Mix (not-to-exceed \$298,687.50). The total not-to-exceed purchase price shall be \$331,987.50. This recommendation is based on the lowest and best of four bids received.

### **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>
Service Department	Various	Various	\$331,987.50

**Total Cost: \$331,987.50**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract for the purchase of street materials with Shelly Materials, Inc. for an amount not to exceed \$331,987.50.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the purchase of street materials; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Shelly Materials, Inc. as primary supplier for the purchase of AC 20 Liquid Asphalt and 301 Asphalt, for an amount not to exceed \$33,300.00, and as alternate supplier for #448 Type 1 Asphalt Hot Mix, for an amount not to exceed \$298,687.50, for a total contract amount not to exceed \$331,987.50, which was the lowest and best bid: 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 the purchase of street materials with Shelly Materials, Inc. as primary supplier for the purchase of AC 20 Liquid Asphalt and 301 Asphalt, for an amount not to exceed \$33,300.00, and as alternate supplier for #448 Type 1 Asphalt Hot Mix, for an amount not to exceed \$298,687.50, for a total contract amount not to exceed \$331,987.50.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 043-20

Agenda Date: 02/11/2020

Today's Date: 02/4/2020

Subject: Street Materials

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

- |  |  |   |
|--|--|---|
| <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 Valley Asphalt Corp., 11641 Mosteller Rd., Cincinnati, OH 45241 to be the alternate supplier for AC 20 Liquid Asphalt (not-to-exceed \$37,500.00), #448 Type 1 Asphalt/Hot Mix (not-to-exceed \$296,475.00), 301 Asphalt (not-to-exceed \$6,500.00) and High Performance Mix (not-to-exceed \$66,080.00). The total not-to-exceed purchase price shall be \$406,555.00. This recommendation is based on the lowest and best of four bids received.

### **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>
Service Department	Various	Various	\$406,555.00

**Total Cost: \$406,555.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract for the purchase of street materials with Valley Asphalt Corporation for an amount not to exceed \$406,555.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the purchase of street materials; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Valley Asphalt Corporation as alternate supplier of AC 20 Liquid Asphalt, #448 Type 1 Asphalt Hot Mix, 301 Asphalt and HPM (High Performance Mix) for an amount not to exceed \$406,555.00, which was the lowest and best bid: 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 the purchase of street materials with Valley Asphalt Corporation as alternate supplier of AC 20 Liquid Asphalt, #448 Type 1 Asphalt Hot Mix, 301 Asphalt and HPM (High Performance Mix) for an amount not to exceed \$406,555.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 044-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/4/2020

**Subject:** Street Materials

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Service Department

**Contact:** Shawn Wilson, Operations Supt.

- |  |  |   |
|--|--|---|
| <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 Hei-way LLC, 290 North Pike Rd., Sarver, PA 16055 as the primary supplier for the purchase of HPM-High Performance Mix, the total not-to-exceed purchase price shall be \$67,060.00. This recommendation is based on the lowest and best of four bids received.

## **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>
Service Department	Various	Various	\$67,060.00

**Total Cost: \$67,060.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract for the purchase of street materials with HEI-WAY LLC for an amount not to exceed \$67,060.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the purchase of street materials; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to HEI-WAY LLC for the purchase of HPM (High Performance Mix), primary supplier, for an amount not to exceed \$67,060.00, which was the lowest and best bid: 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 the purchase of street materials with HEI-WAY LLC for the purchase of HPM (High Performance Mix), primary supplier, for an amount not to exceed \$67,060.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 091-19

Agenda Date: 2/11/2020

Today's Date: 2/4/2020

**Subject:** Award of Contract to J & J Schlaegel, Inc., for the North Street Sewers Project

**Submitted By:** Kurt Tyson, Construction Superintendent

**Department:** Service

**Contact:** Chris Moore, Service Director

<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:** 20-20

**Date of Prior  
Ordinance/Resolution:** 1/28/2020

## **Summary:**

Bids were received on January 31, 2020, for the above referenced project. The following is a list of the bidders and their bids:

	Base Bid	Alternate Bid
J & J Schlaegel, Inc.	\$ 1,122,600.15	\$ 65,098.00
Majors Enterprises, Inc.	\$ 1,248,647.50	\$ 89,310.00
Kinnison Excavating, Inc.	\$ 1,331,050.00	\$ 68,430.00
Engineer's Estimate	\$ 1,313,320.00	\$ 68,670.00

The project consists of installing approximately 3,125 Lineal Feet of storm sewer, replacing approximately 157 Lineal Feet of 30" sanitary sewer and performing manhole rehabilitation using Spray Applied Monolithic Liner on North Street. Award both the Base Bid and Alternate Bid.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service/Engineering	OWDA (Loan)		\$ 1,187,698.15

**Total Cost: \$ 1,187,698.15**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with J & J Schlaegel, Inc. for the North Street Sewers Project for an amount not to exceed \$1,187,698.15.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the North Street Sewers Project; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to J & J Schlaegel, Inc. for the North Street Sewers Project, on its Base Bid for an amount of \$1,122,600.15 and Alternate No. 1 Bid for an amount of \$65,098.00, for a total amount not to exceed \$1,187,698.15, 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 with J & J Schlaegel, Inc. for the North Street Sewers Project, on its Base Bid for an amount of \$1,122,600.15 and Alternate No. 1 Bid for an amount of \$65,098.00, for a total amount not to exceed \$1,187,698.15.

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. The City Manager is authorized to approve change orders with respect to the contract so long as the scope of the work is not materially changed and the amount hereby authorized is not exceeded.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 045-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/05/2020

**Subject:** Weed Cutting and Lot Clearing

**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 contract with The Lawn Guys of Dayton LLC, 5171 Mariner Dr., Dayton, OH 45424 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$60,000.00. This recommendation is based on the lowest and best of five bids received.

### **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>
Community Development	100 Development/Code Enf.	740001-4070	\$60,000.00

**Total Cost: \$60,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with The Lawn Guys of Dayton, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for weed cutting and lot clearing services as needed by the City; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to The Lawn Guys of Dayton, LLC for an amount not to exceed \$60,000.00, 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 with The Lawn Guys of Dayton, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 046-20

Agenda Date: 02/11/2020

Today's Date: 02/5/2020

Subject: Weed Cutting and Lot Clearing

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 contract with Gilbert's Lawn Service, 620 Homeview Ave., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$60,000.00. This recommendation is based on the lowest and best of five bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Community Development	100 Development/Code Enf.	740001-4070	\$60,000.00

**Total Cost: \$60,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for weed cutting and lot clearing services as needed by the City; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Gary Gilbert, Jr. dba Gilbert's Lawn Service for an amount not to exceed \$60,000.00, 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 with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 047-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/05/2020

**Subject:** Weed Cutting and Lot Clearing

**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 contract with Miller's Property Service, LLC, 3135 Saint Paris Pike, Springfield, OH 45504 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$60,000.00. This recommendation is based on the lowest and best of five bids received.

### **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>
Community Development	100 Development/Code Enf.	740001-4070	\$60,000.00

**Total Cost: \$60,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for weed cutting and lot clearing services as needed by the City; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Miller's Property Service, LLC for an amount not to exceed \$60,000.00, 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 with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 048-20

Agenda Date: 02/11/2020

Today's Date: 02/5/2020

Subject: Weed Cutting and Lot Clearing

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 contract with Bright Sights, Inc., 1914 Appian Way, Springfield, OH 45503 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$60,000.00. This recommendation is based on the lowest and best of five bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Community Development	100 Development/Code Enf.	740001-4070	\$60,000.00

**Total Cost: \$60,000.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for weed cutting and lot clearing services as needed by the City; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Bright Sights, Inc. for an amount not to exceed \$60,000.00, 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 with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 049-20

**Agenda Date:** 02/11/2020

**Today's Date:** 02/05/2020

**Subject:** Weed Cutting and Lot Clearing

**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 contract with Stinnett Industries LLC dba Cut -2- Perfection Lawn, 1761 York St., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$60,000.00. This recommendation is based on the lowest and best of five bids received.

## **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>
Community Development	100 Development/Code Enf.	740001-4070	\$60,000.00

**Total Cost: \$60,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for weed cutting and lot clearing services as needed by the City; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for an amount not to exceed \$60,000.00, 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 with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$60,000.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 050-20

Agenda Date: 2/11/2020

Today's Date: 2/3/2020

**Subject:** RESOLUTION OF NECESSITY for the 2020 Sidewalk, Curb and Gutter Program, Section No. 1 Streets

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Service

**Contact:** Chris Moore, Service Director

- |   |  |   |
|---|--|---|
| <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"/> Emergency Resolution |
| <input type="checkbox"/> Motion                 | <input type="checkbox"/> Contract  |   |

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

## **Summary:**

The following is a listing of streets in which this office recommends for inclusion in SECTION No. 1 of Streets for the Resolution of Necessity for the 2020 Sidewalk, Curb and Gutter Program:

### **Section #1 Streets include:**

- Bill Edwards Drive (Plum Street to Fountain Avenue)
- Euclid Avenue (Limestone Street to Yellow Springs Street)
- Fostoria Avenue (Main Street to High Street)
- Maplewood Avenue (Burnett Road to Deadend)
- Florence Street (Main Street to Columbus Avenue)
- Linden Avenue (Selma Road to Monroe Street)
- Oakwood Place (Wittenberg Avenue to End)

This office requests that City Commission pass a Resolution of Necessity for the above list of selected streets in order for them to be included in the 2020 Sidewalk, Curb and Gutter Program.

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

Department/Division	Fund Description	Account Number	Actual Cost
---------------------	------------------	----------------	-------------

**Total Cost:**

A RESOLUTION NO. \_\_\_\_\_

Declaring it necessary to require the construction or reconstruction of curbs, gutters and sidewalks at the points identified as Section No. 1 of Streets of the 2020 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 #1 Streets include:**

- Bill Edwards Drive (Plum Street to Fountain Avenue)
- Euclid Avenue (Limestone Street to Yellow Springs Street)
- Fostoria Avenue (Main Street to High Street)
- Maplewood Avenue (Burnett Road to Deadend)
- Florence Street (Main Street to Columbus Avenue)
- Linden Avenue (Selma Road to Monroe Street)
- Oakwood Place (Wittenberg Avenue to End)

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun  
\_\_\_\_\_, 2020)

I do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly published in the Springfield News-Sun on \_\_\_\_\_, 2020.

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 025-20

Agenda Date: 2/25/2020

Today's Date: 2/19/2020

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 February 25, 2020, 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.

Department/Division	Fund Description	Account Number	Actual Cost
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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 therein.

...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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION



**EXHIBIT A****Moral Obligation Listing for 2/25/2020**

<b>Department</b>	<b>Vendor</b>	<b>Invoice #</b>	<b>Amount of Moral Ob.</b>	<b>Account #</b>	<b>Invoice Amount</b>
<b>Airport</b>	Harris & Leach Inc.	Spring1st2020	\$ 300.00	880120/880054-4030	\$ 600.00
PO was not in place at time of service.					
<b>CSC - Facilities</b>	Triec Electrical Services	191296	\$ 2,894.23	505404-6040 (5149)	\$ 5,471.23
Invoice exceeds balance remaining on prior year PO.					
<b>CSC - Forestry</b>	MacRay Company	50056	\$ 531.60	930630-4030	\$ 531.60
PO was not in place.					
<b>CSC - Fleet</b>	NAPA	005016	\$ 264.62	950378-4501	\$ 264.62
Invoice exceeds balance remaining on prior year PO.					
<b>Engineering</b>	FirstEnergy	OE169858	\$ 1,766.13	210450-4014	\$ 2,519.58
Invoice exceeds balance remaining on prior year PO.					
<b>Info. Tech.</b>	NEOGOV	12651	\$ 5,268.81	190009-4020	\$ 17,621.00
PO was not in place at time of service. Confirm & Approve					
<b>Legal - Criminal</b>	Pitney Bowes Inc.	3310182851	\$ 153.00	520502-4070	\$ 153.00
PO was not in place at time of service.					
<b>Personnel</b>	Ohio Fire Chiefs' Association	9311	\$ 1,710.00	490136-4038	\$ 2,210.00
PO was not in place at time of service.					
<b>PI (NTPRD)</b>	Triec Electrical Services	191567	\$ 18,228.16	410589-6050 (450)	\$ 18,228.16
PO was not in place.					
<b>WTP</b>	Heapy Engineering	20180519505	\$ 5,640.00	221127-4030 (6214)	\$ 9,040.00
Invoice exceeds balance remaining on prior year PO.					

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 065-20

Agenda Date: 2/25/2020

Today's Date: 2/18/2020

**Subject:** Authorizing the City Manager to enter into a State & Municipal Lease/Purchase Agreement and related Escrow Agreement with Clayton Holdings, LLC. to purchase five vehicles in the amount of \$971,803.03

**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 checked="" type="checkbox"/> Contract  |   |

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

### **Summary:**

Legislation is respectfully requested to authorize the City Manager to enter into a State & Municipal Lease/Purchase Agreement with Clayton Holdings, LLC. (a subsidiary of Commerce Bank) and related Escrow Agreement with Clayton Holdings, LLC. and UMB Bank, N.A., in the principal amount of \$971,803.03 to finance the purchase of (2) dump trucks, (1) case loader, (1) stake bed truck, and (1) inspection truck.

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

Emergency legislation is requested in order to secure a very favorable interest rate of 2.12% on the lease agreement.

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

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a State & Municipal Lease/Purchase Agreement with Clayton Holdings, LLC, and related Escrow Agreement by and among Clayton Holdings, LLC, UMB Bank, N.A., and the City of Springfield, Ohio, in the principal amount of \$971,803.03 to finance the purchase of two (2) new 2021 HV507 SFA Dump Trucks, one (1) new Case Loader Model 621E XR, one (1) new 2020 HV607 SBA International Stake Bed Truck and one (1) new Inspection Truck; authorizing the City Manager, Finance Director, City Treasurer and Law Director to all things they deem necessary to enter into and complete the subject lease transaction; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City wishes to purchase two (2) new 2021 HV507 SFA Dump Trucks; one (1) new Case Loader, Model 621E XR; one (1) new 2020 HV607 SBA International Stake Bed Truck; one (1) new Inspection Truck pursuant to the Ohio Cooperative Purchasing Act; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure financing at a favorable rate for said purchase, 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 the State & Municipal Lease/Purchase Agreement with Clayton Holdings, LLC, and related Escrow Agreement by and among Clayton Holdings, LLC, UMB Bank, N.A., and the City of Springfield, Ohio, copies of which are attached hereto and are hereby approved, in the principal amount of \$971,803.03 to finance the purchase two (2) new 2021 HV507 SFA Dump Trucks, one (1) new Case Loader Model 621E XR, one (1) new 2020 HV607 SBA International Stake Bed Truck and one (1) new Inspection Truck.

Section 2. That the City Manager is hereby authorized, empowered and directed to sign on the City's behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease and City Manager and his designees, the Finance Director and his designees, the City Treasurer and the Law Director, be and hereby are authorized to do all things they deem necessary to enter into and complete the subject lease transaction.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION



## CLAYTON HOLDINGS, LLC

### STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000261-003

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Twenty-Fifth day of February, 2020 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and The City of Springfield, Ohio, with its principal address at 76 East High Street, Springfield, Ohio 45502 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Schedule C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Schedule C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Schedule C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during

the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Schedule C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes; and (viii) Lessee's federal employer identification number below is correct.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense, Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.



10. **TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.
11. **PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **RELEASE:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to release Lessor and its Assignees, or any participants from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
19. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a

petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.
22. **ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within thirty (30) days of the date such audit becomes available to Lessee, but in no event later than the end of the following fiscal year; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
24. **NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
25. **AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional Schedules attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.
26. **NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.
27. **SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.



28. **GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Ohio.
29. **FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.
30. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
31. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
32. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
33. **CERTIFICATION AS TO ARBITRAGE:** Lessee hereby represents as follows:
- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
  - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen (18) months of the effective date of this Lease.
  - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
  - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
  - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
34. **ELECTRONIC TRANSACTIONS:** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<b>Lessor:</b> <u>Clayton Holdings, LLC</u>	<b>Lessee:</b> <u>The City of Springfield, Ohio</u>
<b>Authorized Signature:</b> _____	<b>Authorized Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> <u>Bryan Heck</u>
<b>Title:</b> _____	<b>Title:</b> <u>City Manager</u>
<b>Date:</b> _____	<b>Date:</b> _____
	<b>EIN:</b> <u>31-6000056</u>

**SCHEDULE A TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000261-003**

<b>Location of Equipment</b>	
Street: 2100 Lagonda Ave. City: Springfield State: OH Zip Code: 45503	
<b>Description of Equipment</b>	<b>Equipment Cost</b>
Two (2) New 2021 HV507 SFA Dump Trucks One (1) New Case Loader, Model 621G ZBAR T4F One (1) New 2020 HV607 SBA International Stake Bed Truck One (1) New Inspection Truck  <div style="text-align: center;">[VINs to be provided]</div>	<b>\$971,803.03</b>
<b><u>Total</u></b>	<b><u>\$971,803.03</u></b>

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee: The City of Springfield, Ohio</i></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>Bryan Heck</u></p> <p><i>Title:</i> <u>City Manager</u></p> <p><i>Date:</i> _____</p>
--

**SCHEDULE B TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000261-003  
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned The City of Springfield, Ohio ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated the Twenty-Fifth day of February, 2020 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

*Lessee: The City of Springfield, Ohio*

*Authorized Signature: \_\_\_\_\_*

*Printed Name: Bryan Heck*

*Title: City Manager*

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

## SCHEDULE C PAYMENT SCHEDULE

Lessee: The City of Springfield, Ohio  
 Lessor: Clayton Holdings, LLC  
 Lease Number: 5000261-003  
 Lease term in Months: Forty-Eight (48)  
 Rental Periods: Five (5) Annual Payments, in Advance  
 First Payment Date: February 28, 2020  
 Capital Cost of Equipment: \$971,803.03

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
3/6/2020	\$202,599.68	0.00	\$202,599.68	\$769,203.35
3/6/2021	\$202,599.68	\$16,307.11	\$186,292.57	\$582,910.78
3/6/2022	\$202,599.68	\$12,357.71	\$190,241.97	\$392,668.81
3/6/2023	\$202,599.68	\$8,324.58	\$194,275.10	\$198,393.71
3/6/2024	<u>\$202,599.68</u>	<u>\$4,205.97</u>	<u>\$198,393.71</u>	0.00
TOTALS	\$1,012,998.40	\$41,195.37	\$971,803.03	

In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows: 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using internally generated funds for prepayment.

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

Lessee: The City of Springfield, Ohio

Authorized Signature: \_\_\_\_\_

Printed Name: Bryan Heck

Title: City Manager

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



Office of the Law Director

SCHEDULE D TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
OPINION OF COUNSEL

February 25, 2020

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000261-003 dated the  
Twenty-fifth day of February, 2020 (the "Lease"), between Clayton Holdings, LLC ("Lessor")  
and The City of Springfield, Ohio ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **The City of Springfield, Ohio**, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,  
The City of Springfield, Ohio

Jill N. Allen, Law Director



## CERTIFICATE OF INCUMBENCY

I, Jill Pierce, am the Clerk of the City Commission for The City of Springfield, Ohio. I have a seal of office and I hereby certify that the persons listed below are the holders of the offices next to their names and that their signatures are authentic:

<u>Printed Name</u>	<u>Office Title</u>	<u>Signature</u>
Bryan L. Heck	City Manager	_____
Mark Beckdahl	Finance Director	<u>Mark Beckdahl</u>
Tiffany Ross	Assistant Finance Director	<u>Tiffany Ross</u>
Nicole Weber	City Treasurer	<u>Nicole Weber</u>
Jill N. Allen	Law Director	_____

Date: February 25, 2020

\_\_\_\_\_  
Jill Pierce  
Clerk of the City Commission  
The City of Springfield, Ohio

[SEAL]

**SCHEDULE F**  
**STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT**  
**Lease No. 5000261-003**

**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

**February 25, 2020**

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000261-003, dated the Twenty-Fifth day of February, 2020 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and The City of Springfield, Ohio ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

Dump Trucks - general purpose including dirt, gravel, salt, and plowing. Case Loader - general purpose including dirt, gravel, and salt. Stake Bed Truck - masonry truck used to repair catch basins. Inspection Truck - sewer line inspections.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is at least seven years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is the City's Sewer Fund and Permanent Improvement Fund.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Sewer revenues (in the Sewer Fund) and tax revenues (in the Permanent Improvement Fund) are currently projected to be adequate to meet all debt service and lease/financing obligations.

Very truly yours,

Lessee: The City of Springfield, Ohio

Authorized Signature: \_\_\_\_\_

Printed Name: Bryan Heck

Title: City Manager

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

Witness: \_\_\_\_\_

**SCHEDULE G  
PROOF OF INSURANCE**

Insurance Agent Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both sole loss payee under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$5,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC  
P.O. Box 11309  
St. Louis, MO 63105  
Fax # 314.746.3744

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: The City of Springfield, Ohio

Authorized Signature: \_\_\_\_\_

Printed Name: Bryan Heck

Title: City Manager

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





**Commerce Bank**  
Member FDIC

**SCHEDULE H**

**ACH Payment Authorization Form**

Lease No. / Loan No: 5000261-003

Lessee / Borrower: The City of Springfield, Ohio

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABA Routing No.: \_\_\_\_\_

Account No.: \_\_\_\_\_ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.

Annual Debit Amount(s): \$202,599.68

Begin Auto Debit with Invoice Date Due: March 6, 2020

The final or balloon payment, if different from the Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X \_\_\_\_\_ X \_\_\_\_\_

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:

COMMERCE BANK

P.O. Box 11309

Clayton, MO 63105

or

LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

**SCHEDULE I  
DISBURSEMENT AUTHORIZATION**

March 6, 2020

To: Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

RE: Lease Number 5000261-003

Ladies and Gentlemen,

Please disburse the proceeds of the above lease as follows:

Wire or send to

PAYEE	AMOUNT
UMB Bank N.A. Escrow Account	\$971,803.03
<b>Total Disbursement</b>	<b>\$971,803.03</b>

Sincerely,

*Lessee: The City of Springfield, Ohio*

*Authorized Signature: \_\_\_\_\_*

*Printed Name: Bryan Heck*

*Title: City Manager*

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

## ESCROW AGREEMENT

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This Escrow Agreement (the "Escrow Agreement"), dated as of the 25<sup>th</sup> day of February, 2020 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **The City of Springfield, Ohio** a municipal corporation and political subdivision existing under the laws of Ohio ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

**Name of Acquisition Fund:** "The City of Springfield CH SCH 003"

**Amount of Deposit into the Acquisition Fund:** \$971,803.03

### TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the 25<sup>th</sup> day of February, 2020, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Government #465, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAM-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other

than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$ 250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

**Clayton Holdings, LLC**  
LESSOR

By: \_\_\_\_\_  
Title: Officer

**The City of Springfield, Ohio**  
LESSEE

By: \_\_\_\_\_  
Printed Name: Bryan Heck  
Title: City Manager

**UMB Bank, N.A.**  
ESCROW AGENT

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

## EXHIBIT A

### ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

**1. Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

**2. Opinion of Bond Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.



EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor  
8000 Forsyth Blvd., Suite 510  
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent  
928 Grand Blvd., 12<sup>th</sup> Floor  
Kansas City, MO 64106

Re: The City of Springfield CH SCH 003 Acquisition Fund established by the Escrow Agreement, dated February 25, 2020 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), The City of Springfield, Ohio ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Lease") described in the Escrow Agreement.

Equipment: \_\_\_\_\_

Payee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount: \$ \_\_\_\_\_

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by Section 17 of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: \_\_\_\_\_, 20\_\_\_\_

**Clayton Holdings, LLC**  
LESSOR

**The City of Springfield, Ohio**  
LESSEE

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

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

Title: Officer

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

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

**EXHIBIT C**

**FINAL ACCEPTANCE CERTIFICATE**

**[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT  
HAS BEEN ACCEPTED]**

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LESSEE

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

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

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

# Request for Commission Action City of Springfield, Ohio

Item Number: 066-20

Agenda Date: 02/25/2020

Today's Date: 02/19/2020

Subject: (1) 2021 HV607 SBA Truck

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

<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 the City Commission authorize the purchase of (1) 2021 HV607 SBA Truck from Rush Truck Centers, 11775 Highway Drive, Cincinnati, OH 45241 for a total amount of \$66,863.48. This purchase is being made through The State of Ohio Department of Transportation (ODOT) Contract #023-20.

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

Emergency legislation is requested in order to secure the favorable interest rate of 2.12% that we were quoted on the lease agreement.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
		Lease/Purchase Financing	\$66,863.48

**Total Cost: \$66,863.48**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the purchase of a 2021 HV607 SBA Truck for an amount not to exceed \$66,863.48, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, pursuant to Ordinance No. 17-141, the City has opted to secure to itself the benefits of the Ohio Department of Transportation Cooperative Purchasing Program pursuant to Section 5513.01(B) of the Ohio Revised Code; and

WHEREAS, the City wishes to purchase a 2021 HV607 SBA Truck through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-20;

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 Director of Finance is hereby authorized to purchase a 2021 HV607 SBA Truck for an amount not to exceed \$66,863.48 from Rush Truck Centers, 11775 Highway Drive, Cincinnati, Ohio 45241, through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-20, in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 067-20

Agenda Date: 02/25/2020

Today's Date: 02/19/2020

Subject: (1) Inspection Truck

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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 the City Commission authorize the purchase of (1) Inspection Truck from Jack Doheny Company, 377 Cavett Ave., Cincinnati, OH 45215 for a total amount of \$368,739.08 This purchase is being made through Sourcewell Contract #122017-RVL.

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

Emergency legislation is requested in order to secure the favorable interest rate of 2.12% that we were quoted on the lease agreement.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
		Lease/Purchase Financing	\$368,739.08

**Total Cost: \$368,739.08**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the purchase of an Inspection Truck from Jack Doheny Company, for an amount not to exceed \$368,739.08, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, in Ordinance No. 19-71, the City opted to secure to itself the benefits of the Sourcewell Contract Purchasing Cooperative Program pursuant to Section 9.48 of the Ohio Revised Code to enable purchases through Sourcewell; and

WHEREAS, the City wishes to purchase an Inspection Truck, pursuant to the Sourcewell Contract Purchasing Cooperative Program; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 Director of Finance is hereby authorized to purchase an Inspection Truck, from Jack Doheny Company, 377 Cavett Ave., Cincinnati, OH 45215, for an amount not to exceed \$368,739.08, through the Sourcewell Contract Purchasing Cooperative Program in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 068-20

Agenda Date: 02/25/2020

Today's Date: 02/19/2020

Subject: (1) 621G XBAR T4F Case Loader

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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 the City Commission authorize the purchase of (1) 621G XBAR T4F Case Loader from Southeastern Equipment Company, 6390 Shier-Rings Rd., Dublin, OH 43016 for a total amount of \$146,563.95. This purchase includes a trade in of (1) 2008 Case CE 621E XR totaling \$30,000.00. The net total of this purchase is \$176,563.95. 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)

Emergency legislation is requested in order to secure the favorable interest rate of 2.12% that we were quoted on the lease agreement.

Department/Division	Fund Description	Account Number	Actual Cost
		Lease/Purchase Financing	\$176,563.95

**Total Cost: \$176,563.95**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the purchase of a 621G XBAR T4F Case Loader from Southeastern Equipment Company, for an amount not to exceed \$176,563.95, 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; and declaring an emergency therein.

...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 621G XBAR T4F Case Loader pursuant to the Ohio Cooperative Purchasing Act; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 Director of Finance is hereby authorized to purchase a 621G XBAR T4F Case Loader from Southeastern Equipment Company, 6390 Shier-Rings Rd., Dublin, OH 43016, for an amount not to exceed \$176,563.95, 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 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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 069-20

Agenda Date: 02/25/2020

Today's Date: 02/19/2020

Subject: (2) 2021 HV507 SFA Trucks

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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 the City Commission authorize the purchase of (2) 2021 HV507 SFA Trucks from Rush Truck Centers, 11775 Highway Drive, Cincinnati, OH 45241 for a total amount of \$151,378.18. This purchase is being made through The State of Ohio Department of Transportation (ODOT) Contract #023-20.

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

Emergency legislation is requested in order to secure the favorable interest rate of 2.12% that we were quoted on the lease agreement.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
		Lease/Purchase Financing	\$151,378.18

**Total Cost: \$151,378.18**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the purchase of two 2021 HV507 SFA Trucks for an amount not to exceed \$151,378.18, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, pursuant to Ordinance No. 17-141, the City has opted to secure to itself the benefits of the Ohio Department of Transportation Cooperative Purchasing Program pursuant to Section 5513.01(B) of the Ohio Revised Code; and

WHEREAS, the City wishes to purchase two 2021 HV507 SFA Trucks through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-20;

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 Director of Finance is hereby authorized to purchase two 2021 HV507 SFA Trucks for an amount not to exceed \$151,378.18 from Rush Truck Centers, 11775 Highway Drive, Cincinnati, Ohio 45241, through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-20, in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 152-17

**Agenda Date:** 2/25/2020

**Today's Date:** 2/13/2020

**Subject:** Authorize Amendment B to the Engineering Services Agreement with Black & Veatch Corporation for the Buck Creek Interceptor Assessment

**Submitted By:** Chris Moore

**Department:** Service

**Contact:** Tim Weaver, 525-5805

<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 checked="" type="checkbox"/> Contract	

**Prior  
Ordinance/Resolution:** 2019-89

**Date of Prior  
Ordinance/Resolution:** 3/26/2019

### **Summary:**

Respectfully request City Commission authorization to approve the execution of Amendment B to the Engineering Services Agreement with Black & Veatch Corporation for the Buck Creek Interceptor Sewer Assessment to extend the completion date to July 3, 2020. Also requesting Commission approval to confirm and approve services provided in relation to said agreement from December 1, 2019.

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

Respectfully request approval for an Emergency Ordinance because the Buck Creek Interceptor Sewer is the backbone of the City's sewer system and this assessment is necessary to identify deficiencies in the sewer and comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit with the Ohio Environmental Protection Agency.

<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 Amendment B to the Engineering Services Agreement with Black & Veatch Corporation for the Buck Creek Interceptor Assessment project, to extend the completion date to July 3, 2020; confirming and approving services provided from December 1, 2019 to the passage of this Ordinance; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City and Black & Veatch Corporation entered into an Engineering Services Agreement for the Buck Creek Interceptor Assessment project on September 24, 2018, and amended on March 28, 2019; and

WHEREAS, the City has requested additional time to review and finalize the Technical Memorandum; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to identify deficiencies in the City sewer at the earliest possible time, 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 Amendment B to the Engineering Services Agreement with Black & Veatch Corporation for the Buck Creek Interceptor Assessment project, a copy of which is attached hereto and is hereby approved, to extend the completion date to July 3, 2020.

Section 2. That services provided from December 1, 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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

**AMENDMENT B**  
**TO**  
**ENGINEERING SERVICES AGREEMENT**  
**BUCK CREEK INTERCEPTOR ASSESSMENT**

THIS AMMENDMENT B entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between **THE CITY OF SPRINGFIELD, OHIO**, an Ohio municipal corporation (hereinafter "OWNER") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **BLACK & VEATCH CORPORATION** (hereinafter "ENGINEER") whose mailing address is 4449 Easton Way, Suite 150, Columbus, Ohio 43219: WITNESSETH:

WHEREAS, OWNER operates a Waste Water Treatment Plant (WWTP) at 965 Dayton Avenue in Springfield, Ohio pursuant to National Pollutant Discharge Elimination System Permit No. IPE00007\*RD (NPDES Permit) and will comply with a long-term combined sewer overflow control plan and needs professional assistance for the inspection of the Buck Creek Interceptor Sewer (BCIS) and design for necessary repairs to the BCIS (the "Project"); and,

WHEREAS, on September 24, 2018, the parties entered into an Engineering Services Agreement for the furnishing of professional services by ENGINEER regarding the City of Springfield, Buck Creek Interceptor Assessment (the "Project"); and,

WHEREAS, on September March 28, 2019, the parties executed Amendment A to the Engineering Services Agreement for the furnishing of professional services by ENGINEER regarding the City of Springfield, Buck Creek Interceptor Assessment (the "Project"); and,

WHEREAS, OWNER is has requested additional time to review and finalize the Technical Memorandum under Task A3 as defined in Amendment A to the Engineering Services Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE III - PERFORMANCE**

**Section 1.** ENGINEER shall perform all services described above to meet the following schedule:

<b>Task</b>	<b>Completion Date</b>
A3 – Data Analysis & Technical Memorandum	July 3, 2020

### **OTHER MATTERS**

All provisions of the Contract not specifically modified herein shall remain in effect.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this agreement by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Assistant Law Director

**THE CITY OF SPRINGFIELD**

BY: \_\_\_\_\_  
Bryan Heck, City Manager

**BLACK & VEATCH CORPORATION**

BY: \_\_\_\_\_  
David A. Day, Associate Vice President

# Request for Commission Action City of Springfield, Ohio

Item Number: 032-18

**Agenda Date:** 02/25/20

**Today's Date:** 02/19/20

**Subject:** Contract Renewal for Sodium Hypochlorite

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Wastewater Treatment Plant

**Contact:** Shawn Spiller x7624

- |   |   |   |
|---|---|---|
| <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 checked="" type="checkbox"/> Contract  |   |

**Prior  
Ordinance/Resolution:** 18-34  
19-90

**Date of Prior  
Ordinance/Resolution:** 02/13/2018  
03/26/2019

## **Summary:**

It is respectfully requested that the City Commission authorize the City Manager to exercise the second renewal option for the contract with Chemical Services, Inc for sodium hypochlorite for an amount not to exceed \$85,200.00 for contract year 2020/2021 expiring March 2, 2021. This represents a 6% increase over the intital bid.

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

Emergency action has been requested for the renewal to avoid interruption of delivery of product.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
WWTP	630 Sewer	351304-4313	\$85,200.00

**Total Cost: \$85,200.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the exercise of the City's option to renew the contract with Chemical Services, Inc. for the purchase of Sodium Hypochlorite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$85,200.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City and Chemical Services, Inc. entered into a one-year contract dated February 27, 2018, for the purchase of Sodium Hypochlorite for use by the City's Wastewater Treatment Plant; and

WHEREAS, the February 27, 2018 contract provides the City with an option to renew the contract for two (2) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said contract be renewed for the second renewal option for the purchase of Sodium Hypochlorite for use by the City's Wastewater Treatment Plant, for a total amount not to exceed \$85,200.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, 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 exercise of the City's second option to renew the contract with Chemical Services, Inc. the purchase of Sodium Hypochlorite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$85,200.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 031-18

**Agenda Date:** 02/25/20

**Today's Date:** 02/19/20

**Subject:** Contract Renewal for Liquid Sodium Bisulfite

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Wastewater Treatment Plant

**Contact:** Shawn Spiller x7624

- |   |   |   |
|---|---|---|
| <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 checked="" type="checkbox"/> Contract  |   |

**Prior**  
**Ordinance/Resolution:** 18-33  
19-91

**Date of Prior**  
**Ordinance/Resolution:** 02/13/2018  
03/26/2019

### **Summary:**

It is respectfully requested that the City Commission authorize the City Manager to exercise the second renewal option for the contract with PVS Chemical Solutions, Inc for liquid sodium bisulfite for an amount not to exceed \$60,400.00 for contract year 2020/2021 expiring March 2, 2021. This represents a 16% increase over the initial bid.

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

Emergency action has been requested for the renewal to avoid interruption of delivery of product.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
WWTP	630 Sewer	351304-4313	\$60,400.00

**Total Cost: \$60,400.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the exercise of the City's option to renew the contract with PVS Chemical Solutions, Inc. for the purchase of Liquid Sodium Bisulfite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$60,400.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City and PVS Chemical Solutions, Inc. entered into a one-year contract dated February 27, 2018, for the purchase of Liquid Sodium Bisulfite for use by the City's Wastewater Treatment Plant; and

WHEREAS, the February 27, 2018 contract provides the City with an option to renew the contract for two (2) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said contract be renewed for the second renewal option for the purchase of Liquid Sodium Bisulfite for use by the City's Wastewater Treatment Plant, for a total amount not to exceed \$60,400.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, 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 exercise of the City's second option to renew the contract with PVS Chemical Solutions, Inc. for the purchase of Liquid Sodium Bisulfite for use by the City's Wastewater Treatment Plant, for an amount not to exceed \$60,400.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 070-20

Agenda Date: 02/25/2020

Today's Date: 02/19/2020

Subject: WTP relocation underground electric/communication cables

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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 City Commission enter into an agreement with Triec Electrical Services, 1630 Progress Drive, Springfield, Ohio 45505 for an amount not to exceed \$56,512.00 for the relocation of the underground electric/communication cables at the water treatment plant. This project is required to be completed prior to the upcoming concrete repair at the water treatment plant. This expenditure is being made through The State of Ohio Department of Administrative Services (ODAS) Contract #MMA7592.

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

Emergency legislation is requested in order to secure the pricing of the quote that we received dated for January 31, 2020. The quote is only valid for (30) days.

Department/Division	Fund Description	Account Number	Actual Cost
WTP	WTP Basin Concrete Repair	140624-6050 PR 6169	\$56,512.00

**Total Cost: \$56,512.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the relocation of the underground electric/communication cables at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$56,512.00, 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; and declaring an emergency therein.

...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 relocate the underground electric/communication cables at the Water Treatment Plant, pursuant to the Ohio Cooperative Purchasing Act; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 relocation of the underground electric/communication cables at the Water Treatment Plant from Triec Electrical Services, Inc., 1630 Progress Drive, Springfield, Ohio 45505, for an amount not to exceed \$56,512.00, 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 is hereby authorized.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action City of Springfield, Ohio

Item Number: 004-17

**Agenda Date:** 2/25/2020

**Today's Date:** 2/18/2020

**Subject:** Amendment No. 2 to LPA Project Agreement No. 31843, for CLA – McCreight Avenue,  
PID 104831

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Service

**Contact:** Chris Moore, Service Director

<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 checked="" type="checkbox"/> Contract	

**Prior  
Ordinance/Resolution:** 17-11  
18-86  
18-333  
19-14

**Date of Prior  
Ordinance/Resolution:** 1/17/17  
3/13/18  
12/18/18  
1/15/19

## **Summary:**

Amendment is needed to amend part 2 by deducting \$5,841.00 from Additional Monument Recovery and adding \$5,285.00 to Part 7, Final Engineering. The Amendment is for the Consultant to add conduit and sanitary sewer on the final plans.

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

It is the recommendation of this office that City Commission authorize the City Manager to execute Amendment No. 2 to this LPA Federal Project Agreement by emergency ordinance in order for accurate funding to be in place to prevent any delay in design of this project.

<b>Department/Division</b>	<b>Fund Description</b>	<b>Account Number</b>	<b>Actual Cost</b>
Service/Engineering	ODOT		(\$556.00)

**Total Cost:**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into Modification No. 2 to Agreement No. 31843 with Crawford, Murphy & Tilly, Inc. for the CLA McCreight Avenue Project, PID No. 104831, to reallocate funds among project phases and to decrease the agreement amount by \$556.00 for a total agreement amount not to exceed \$362,629.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City entered into Agreement No. 31843 with Crawford, Murphy & Tilly, Inc. for engineering and design services for the CLA McCreight Avenue Project, PID No. 104831 as approved in Ordinance No. 28-86; and

WHEREAS, additional engineering and design services are required for the CLA McCreight Avenue Project, PID No. 104831; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of this work, thereby providing for the usual daily operation of the Service Department, 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 Modification No. 2 to Agreement No. 31843, a copy of which is attached hereto and is hereby approved, with Crawford, Murphy & Tilly, Inc. for the CLA McCreight Avenue Project, PID No. 104831, to reallocate funds among project phases and to decrease the agreement amount by \$556.00 for a total agreement amount not to exceed \$362,629.00.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

CITY OF SPRINGFIELD  
76 EAST HIGH STREET  
SPRINGFIELD, OHIO 45502

Shelby R. Ingle, P.E.  
Crawford, Murphy & Tilly, Inc.  
84 Remick Blvd  
Springboro, Ohio 45066

Re: Modification (31843-2)  
CLA-McCreight Ave.  
PID No. 104831  
Federal Project No. E170(813)  
Conduit & Sanitary Sewer

Dear Ms. Ingle:

Reference is made to your proposal letter dated February 4, 2020, requesting compensation for the additional services required to add conduit and replace sanitary sewer on the final plans.

The City agrees that additional services are required and further agrees that this Modification represents an adjustment of prime compensation allocated to the following work items:

<u>Item</u>	<u>Maximum Fee</u>
Part 2: Additional Monument Recovery	(\$5,841.00)
Part 7: Final Engineering.	\$35,760.00

Now, therefore, Project Development Process under Clause III - Prime Compensation of the Prime Agreement, is again modified to read as follows:

Part 1: Planning thru Environmental Engineering.

Actual costs plus a net fee of Thirteen Thousand Seven Hundred Thirty-Nine Dollars (\$13,739.00). However, the maximum prime compensation shall not exceed Two Hundred Ninety-Three Thousand Five Hundred Eighty-Eight Dollars (\$293,588.00).



Crawford, Murphy & Tilly, Inc.  
Re: Modification (31843-2)  
CLA-McCreight Ave.  
PID No. 104831

Page 2

**Part 2: Additional Monument Recovery**

Actual costs plus a net fee of zero Dollars (\$0.00). However, the maximum prime compensation shall not exceed Zero Dollars (\$0.00).

**Part 3: Additional Property Line Survey**

Actual costs plus a net fee of zero Dollars (\$0.00). However, the maximum prime compensation shall not exceed Three Thousand Two Hundred Fifty-Six Dollars (\$3,256.00).

**Part 4: Retaining Wall Plans.**

Lump sum compensation of Ten Thousand One Hundred Ninety-Nine Dollars (\$10,199.00).

**Part 5: Signal Plan Sheets.**

Lump sum compensation of Eighteen Thousand Three Hundred Thirty-Three Dollars (\$18,333.00).

**Part 6: Video Detection.**

Lump sum compensation of One Thousand Four Hundred Ninety-Three Dollars (\$1,493.00).

**Part 7: Final Engineering.**

Lump sum compensation of Thirty-Five Thousand Seven Hundred Sixty Dollars (\$35,760.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Three Hundred Sixty-Two Thousand Six Hundred Twenty-Nine Dollars (\$362,629.00).

Crawford, Murphy & Tilly, Inc.  
Re: Modification (31843-2)  
CLA-McCreight Ave.  
PID No. 104831

Page 3

If your firm accepts this Modification and agrees that the aforementioned compensation shall constitute full compensation for the provision of the professional services proposed herein, and further agrees that all other terms and provisions of the prime Agreement shall remain unaltered and in full force and effect, please sign this letter-modification and return to the City.

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

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Modification shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Manager.

Your authorization to proceed shall be given by separate letter.

Respectfully,

Bryan Heck  
City Manager

BH:als

APPROVED AS TO FORM:

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

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

Crawford, Murphy & Tilly, Inc.  
Re: Modification (31843-2)  
CLA-McCreight Ave.  
PID No. 104831

Page 4

### ACCEPTANCE

The undersigned, Crawford, Murphy & Tilly, Inc., does hereby approve and accept the proposed terms of this Modification as set forth in the foregoing letter.

IN WITNESS WHEREOF, I have hereunto affixed my own signature, as a duly authorized member of said firm, this 12<sup>th</sup> day of February, 2020.

CRAWFORD, MURPHY & TILLY, INC.

By:

Scott A. Kriebel

Title:

Group Manager

# Request for Commission Action City of Springfield, Ohio

Item Number: 044-19

Agenda Date: 2/25/2020

Today's Date: 2/18/2020

Subject: 2019 Sidewalk, Curb & Gutter Program Assessments

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore, Service Director

<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 checked="" type="checkbox"/> Contract	

Prior  
Ordinance/Resolution: 6039  
19-96  
6049  
6050  
6054  
19-258

Date of Prior  
Ordinance/Resolution: 2/26/19  
3/26/19  
4/23/19  
5/7/19  
6/18/19  
9/24/19

## **Summary:**

The tentative assessments for the 2019 Sidewalk, Curb and Gutter program were published in the January 20, January 27 and February 3, 2020, editions of the Springfield News-Sun. An additional two-week period has been allowed for comments or protests.

It is the recommendation of this office that City Commission accept these assessments for a total assessed amount of \$99,962.59. This acceptance will allow the City to begin collecting these assessments.

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

This office is recommending that City Commission accept the assessments for the 2019 Sidewalk, Curb and Gutter program at their February 25<sup>th</sup> meeting by emergency ordinance. This acceptance should be an emergency in order to facilitate bonding requirements

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

AN ORDINANCE NO. \_\_\_\_\_

Levying special assessments for the improvement of streets by the construction of sidewalks, curbs and gutters in the 2019 Sidewalk, Curb and Gutter Program, and declaring an emergency therein.

...oooOOOooo...

WHEREAS, it is the determination of the City Commission that the need to provide for the immediate preservation of the public peace, property, health and safety and the need to facilitate bonding requirements require that assessments for the 2019 Sidewalk, Curb and Gutter Program be levied at the earliest possible moment, causing an emergency to exist which requires that this Ordinance take effect and be in force from and after the time hereinafter specified: 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 list of estimated assessments for the construction of sidewalks, curbs and gutters within the City and on file with the City Treasurer's Office is hereby adopted and confirmed. The total cost and expense of such construction amounts to Ninety-Nine Thousand Nine Hundred Sixty-Two Dollars and Fifty-Nine Cents (\$99,962.59). Notice of the list of estimated assessments has been given as required by law and no written objection thereto has been timely filed with the City Treasurer's Office.

Section 2. That there is hereby levied and assessed upon the lots and lands enumerated in the adopted list of estimated assessments the amounts applicable to such lots and lands as set forth on such list and determined by this Commission to be proper. The assessments are not in excess of the special benefits to said abutting lots and lands and are not in excess of any statutory limitations.

Section 3. That the total assessment against each lot or parcel of land shall be payable in cash within thirty (30) days from and after the effective date of this Ordinance, or, at the option of the owners, in five (5) annual installments with interest at the same rate as shall be borne by the bonds to be issued in anticipation of the collection of the same. All cash payments shall be made to the Treasurer of The City of Springfield, Ohio. All assessments and installments thereof remaining unpaid at the expiration of the thirty (30) days shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are so collected.

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., 2020.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

\_\_\_\_\_, 2020)

I do hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly  
published in the Springfield News-Sun on \_\_\_\_\_,  
2020.

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION