

CITY COMMISSION AGENDA

June 16, 2020

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will hold a special VIRTUAL legislative meeting at 2:00 PM on Tuesday, June 16, 2020 in place of its regular evening session via the ZOOM Meeting application and can be viewed live on [YouTube.com/GATVSpringfield5](https://www.youtube.com/GATVSpringfield5).

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 at the next scheduled City Commission meeting:

121-20 Providing for the issuance and sale of Notes in the maximum principal amount of \$97,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of constructing and equipping improvements at the Springfield Beckley Municipal Airport and providing for all related site improvements, including the construction of new hangars and taxilanes, together with all necessary appurtenances thereto.

122-20 Authorizing the City Manager to enter into a contract with Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair for an amount not to exceed \$3,704,415.00.

123-20 Authorizing the City Manager to enter into a Memorandum of Understanding (“MOU”) with the Board of Clark County Commissioners (“County”) for Communication and Dispatch Services.

SECOND READINGS – ORDINANCES

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

160-19 An ordinance providing for the issuance and sale of Notes in the aggregate principal amount of \$3,396,360, in anticipation of the issuance of Bonds, for the purpose of paying the costs of constructing and equipping a new parking garage and improving the site therefor, together with all necessary appurtenances thereto.

176-19 Providing for the issuance of Notes in the maximum principal amount of \$167,280, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the municipal sewer system, including replacing sanitary sewer lines, together with all necessary appurtenances thereto.

175-19 Providing for the issuance of Notes in the maximum principal amount of \$402,900, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the municipal water system, including replacing water lines, together with all necessary appurtenances thereto.

169-16 Authorizing the City Manager to enter into Amendment No. 1 to the Agreement with Woolpert, Inc., for Master Planning Services at the Springfield-Beckley Municipal Airport, to extend the Agreement to December 31, 2020.

118-20 Authorizing the City Manager to enter into an Agreement with Clark State Community College to provide supplemental police services; authorizing the City Manager, Director of Finance, Law Director and Chief of Police to do all things necessary and execute all documents they deem necessary to implement the said Agreement and to comply with all relevant local, state and federal legal requirements.

RESOLUTION

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

124-20 Approving an alternative method of apportionment of the Local Government Fund of Clark County, Ohio.

EMERGENCY ORDINANCES

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

014-20 Providing for Supplemental Appropriations within various funds.

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

125-20 Authorizing the City Manager to enter into an Agreement for Property Acquisition, Maintenance, and Disposition of 1822 S. Limestone St. with the Clark County Land Reutilization Corporation for an amount not to exceed \$90,000.00; authorizing the City Manager, Law Director and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Agreement and to comply with all relevant local, state and federal legal requirements.

126-20 Authorizing the City Manager to apply for and accept, if awarded, Federal CARES Act Funding distributed through the County Coronavirus Relief Distribution Fund.

150-18 Authorizing the City Manager to enter into Amendment No. 2 to the Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018) with Neighborhood Housing Partnership of Greater Springfield, Inc.

127-20 Authorizing the City Manager to enter into a Subrecipient Funding Agreement with SBDC, Inc. to provide administrative funds in an amount not to exceed \$90,000.00 to further the development of small businesses in the City for the period of July 1, 2020 through June 30, 2021.

128-20 Authorizing the City Manager to enter into an Access Agreement [2020 #1] with Cascade Corporation granting access to City right of way to permit the installation of a monitoring well and piezometers in front of several properties.

266-14 Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CLA Belmont Avenue Reconstruction Phase 2 Project, PID No. 94814, Rebid, to increase the contract in an amount not to exceed \$26,612.00, for a total amount not to exceed \$2,637,781.37; and authorizing the City Manager to execute said Change Order No. 1.

070-20 Amending Ordinance No. 20-66 to authorize the relocation of the underground electric/communication cables at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$74,660.00, 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.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Heck', written over a horizontal line.

Bryan Heck
City Manager

Request for Commission Action

City of Springfield, Ohio

Item Number: 121-20

Agenda Date: 6/16/2020

Today's Date: 6/8/2020

Subject: Authorization to issue a bond anticipation note in an amount not to exceed \$97,000 to refund a maturing bond anticipation note issued in 2019 to provide partial funding for improvements to the Springfield Beckley Municipal Airport

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Treasury

Contact: Nikki Weber x7382

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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:** 16-207
17-144
18-173
19-179

**Date of Prior
Ordinance/Resolution:** 07/19/16
06/20/17
07/03/18
07/02/19

Summary:

Legislation is requested to authorize issuance of a bond anticipation note in an amount not to exceed \$97,000 to refund a bond anticipation note issued 7/19/19. The 2019 note was a refunding note issued to pay the costs of constructing and equipping improvements to the airport, including the construction of new hangars and taxilanes.

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. _____

Providing for the issuance and sale of Notes in the maximum principal amount of \$97,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs of constructing and equipping improvements at the Springfield Beckley Municipal Airport and providing for all related site improvements, including the construction of new hangars and taxilanes, together with all necessary appurtenances thereto.

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WHEREAS, pursuant to Ordinance No. 19-179, passed July 2, 2019, notes in anticipation of bonds in the principal amount of \$141,600, dated July 19, 2019 (the "*Outstanding Notes*") were issued for the purposes described in Section 1, to mature on July 17, 2020; and

WHEREAS, pursuant to Ordinance No. 18-173, passed July 3, 2018, notes in anticipation of bonds in the principal amount of \$191,500, dated July 20, 2018 (the "*Outstanding Notes*") were issued for the purposes described in Section 1, to mature on July 19, 2019; and

WHEREAS, pursuant to Ordinance No. 17-144, passed June 20, 2017, notes in anticipation of bonds in the principal amount of \$445,000, dated July 21, 2017 (the "*Outstanding Notes*") were issued for the purposes described in Section 1, to mature on July 21, 2018; and

WHEREAS, pursuant to Ordinance No. 16-207, passed July 19, 2016, notes in anticipation of bonds in the principal amount of \$444,000, dated July 21, 2016 (the "*2016 Notes*") were issued for the purposes described in Section 1, to mature on July 21, 2017; 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

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

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

Section 1. It is necessary to issue bonds of this City in a principal amount not to exceed \$97,000 (the "*Bonds*") for the purpose of paying the costs of constructing and equipping improvements at the Springfield Beckley Municipal Airport and providing for all related site improvements, including the construction of new hangars and taxilanes, together with all necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately July 1, 2021, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2022.

Section 3. It is necessary to issue and this City Commission determines that notes in a principal amount not to exceed \$97,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") 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 Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 3.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

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

prepayment is on deposit with the Paying Agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Director of Finance the original purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment and surrender and cancellation.

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

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

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

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

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

In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of such money so available and appropriated with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(8)(7), Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

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

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

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

Section 12. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the passage

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

Section 13. 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

(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

Request for Commission Action

City of Springfield, Ohio

Item Number: 122-20

Agenda Date: June 16, 2020

Today's Date: June 8, 2020

Subject: Award of contract to Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair

Submitted By: Chris Moore, Director

Department: Service Department

Contact: Tim Weaver, 525-5805

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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:

Bids were received on May 27, 2020 for the above referenced project. The following is a list of the bidders and their bids:

Structural Systems Repair Group	\$3,704,415.00
Lithko Restoration Technologies	\$4,206,896.50

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

Department/Division	Fund Description	Account Number	Actual Cost
Service/WTP	Water Fund/OWDA	OWDA PR6169	\$3,200,640.00
Service/WWTP	Sewer Fund/OWDA	OWDA PR7024	\$ 503,775.00

Total Cost: \$ 3,704,415.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair for an amount not to exceed \$3,704,415.00.

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WHEREAS, the City's Purchasing Division has advertised for and received bids for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair, for an amount not to exceed \$3,704,415.00, 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 Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair, for an amount not to exceed \$3,704,415.00.

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. 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: 123-20

Agenda Date: 6/16/2020

Today's Date: 6/9/2020

Subject: Memorandum of Understanding "MOU" between the City of Springfield and Board of Clark County Commissioners for Communication and Dispatch Services.

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: Bryan Heck, x7300

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorize City Manager to enter into an MOU between the City of Springfield and Board of Clark County Commissioners for communication and dispatch services. This MOU identifies the terms, conditions, intention, and responsibility of each party regarding the possible future agreement of shared dispatch and communication services that Clark County would provide to the City of Springfield. This MOU would allow the County Sheriff to begin negotiations with their Dispatch unit in an effort to address the addition of City dispatch employees to the combined center.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Memorandum of Understanding ("MOU") with the Board of Clark County Commissioners ("County") for Communication and Dispatch Services.

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WHEREAS, the City and the County desire to cooperate in good faith for dispatch and communication services for the benefit of the community at large in both Clark County and the City of Springfield, Ohio; and

WHEREAS, the City and the County both acknowledge the potential cost savings, improvement in operational efficiency, service effectiveness, community safety, and regional cooperation through consolidated dispatch and communication services; 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 City Manager is hereby authorized to enter into a Memorandum of Understanding, a copy of which is attached hereto and is hereby approved, with the Board of Clark County Commissioners for Communication and Dispatch Services.

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

**MEMORANDUM OF UNDERSTANDING
FOR COMMUNICATION AND DISPATCH SERVICES
BETWEEN THE CITY OF SPRINGFIELD, OHIO,
THE BOARD OF CLARK COUNTY COMMISSIONERS**

This Memorandum of Understanding (MOU) between the City of Springfield, Ohio (the "City"), whose mailing address is 76 E. High St., Springfield, Ohio 45502 and the Board of Clark County Commissioners (the "County"), whose mailing address is 50 E. Columbia St., #543, Springfield, Ohio 45502, shall be effective on the latest date of signature below, and identifies the terms, conditions, intention, and responsibility of each party regarding the possible future agreement of shared dispatch and communication services/that Clark County provide dispatch and communication services to the City of Springfield, Ohio for police, fire, and emergency medical services.

I. Purpose.

- A. The City and the County (the "Parties") desire to cooperate in good faith for dispatch and communication services for the benefit of the community at large in both Clark County and the city of Springfield. As such, both parties agree that there will be cost savings and improvement in operational efficiency, service effectiveness, community safety, and regional cooperation through consolidated dispatch services to be operated by the Clark County Sheriff's Office ("CCSO") at the Clark County Sheriff's Office Communication Center ("Communication Center").
- B. This MOU is intended to reflect the Parties' future intention to enter into an agreement for the provision of dispatch services pursuant to Ohio Revised Code 307.15. Accordingly, this MOU shall define the scope of cooperation and therein detail the roles and responsibilities of the Parties.

II. Responsibilities of the Parties.

- A. Intent. It is the will and intent of the parties to this MOU that the new dispatch organization have a workforce, in which wages and conditions of employment, to include seniority, will be recognized as best as possible. The parties desire for work experience at a PSAP, dispatch center, or department providing 911 services in Clark County to be recognized equally regardless of the governmental organization for which such work was performed.

III. City's Responsibilities.

- A. As part of entering into this MOU, it is the City's goal to ensure that City dispatchers and supervisors are recognized equally for wages and benefits when transferring to the CC.

B. The City will agree to only move forward with a formalized, contractual agreement under Ohio Revised Code 307.15 when the following conditions are agreed to by the County/CCSO:

1. Pay must be equal to or greater than the current rate of pay than current City dispatchers and supervisors receive.
2. City dispatchers and supervisors must be granted an accrual rate for vacation leave based on their total combined years of service for both the City and the CCSO.

IV. County's Responsibilities.

A. Employment.

1. City dispatchers and supervisors. City dispatchers and supervisors shall be offered a position as a dispatcher at the CC.
 - a. The County intends to enter negotiations with the CCSO's Communications Center Bargaining Unit ("CC Bargaining Unit") by no later than December 31, 2020. However, upon execution of this MOU, the County/CCSO's will file its Intent to Negotiate and commence negotiations with CC Bargaining Unit no later than September 1, 2020.
 - b. The County/CCSO's intends to negotiate the pay rate for all Communications Center employees to be equal to or greater than the current rate of pay that the presently employed City dispatchers and supervisors receive.
 - c. Seniority shall be granted to City Dispatch and Supervisor employees at a minimum of a three-year to one-year basis, contingent upon approval of the current CC Bargaining Unit as stated above in paragraph 1.a.
 - d. Sick leave and vacation leave benefits and their respective accruals shall depend upon the employee's years of service with the CCSO and shall be offered in accordance with the current contract in place between the County and the CC Bargaining Unit, as specified above in IV. A.1. a.
 - i. The County/CCSO's intends to negotiate that City Dispatch employees, transferring from the City, will accrue vacation time based on their combined total years of service with the City of Springfield and the Communication Center.
 - e. It is the goal of the CCSO to operate the CC with two (2) twelve-hour shifts beginning January 1, 2021. This is contingent upon approval of the current CC Bargaining Unit as stated above in paragraph 1.a.

V. Structure.

- A. The CC shall follow the organizational structure as set forth in the attached document labeled and incorporated herein by reference as “Exhibit 1”.
- B. The County will provide the current City Supervisors with the first opportunity to interview for the remaining vacant Supervisor positions prior to January 1, 2021.

VI. Operations Advisory Committee.

- A. The Parties agree to the creation of an Operations Advisory Committee (“the Committee”).
- B. The Committee shall be comprised of the following members:
 - 1. Communication Center Director of Operations – Sheriff Designee, who shall serve as the Committee Chair.
 - 2. Communications Center Administrative Supervisor – Sheriff Designee.
 - 3. Sheriff Law Enforcement Representative – Sheriff Designee.
 - 4. Springfield City Police Department Representative – City Designee.
 - 5. Springfield City Fire Department Representative – City Designee.
 - 6. City of Springfield City Manager or Designee – City Designee.
 - 7. County Fire Chief’s Association Representative.
 - 8. County Police Chief’s Association Representative.
 - 9. Director of Clark County EMA or Designee.
- C. In the event that one or both the Communication Center Director of Operations and/or the Administrative Supervisor, becomes vacant after an original hire is made, the Sheriff will provide the Operations Advisory Committee the opportunity to be involved in the interview process to fill the vacancies.
 - 1. After the interview process is complete and all information is reviewed, the Sheriff maintains the final determination and selection of a Communication Center Director of Operations and/or a Communication Center Administrative Supervisor.
- D. Committee Responsibilities and Functions.

1. The Committee will review all Standard Operating Procedures and Policies ("SOP's"), as promulgated and set forth by the Director of Operations for the Communications Center before they are presented to the Sheriff for approval. This may include any updates and changes to the SOP's.
2. The Committee members will have the opportunity, but not be required, to be involved in the hiring process for any supervisory position of the CC.
 - a. All final determinations on hiring for supervisory positions will be the decision of the Sheriff and/or the Director of Operations.
3. The Committee shall suggest recommendations regarding training and other dispatch protocols to be implemented in the CC, including but not limited to all continuing education requirements.
4. Dispute resolution will be outlined in the official contract between the City & County and will provide the ability for the City to withhold payment.

VII. Payment for Services, Fees and Fee Structure.

A. Annual Fee and Fee Structure.

1. The City will pay the County an annual fee which shall be fixed for the first three years of the contractual agreement.
2. The annual fee shall be calculated based upon the previous year's call volume using a tiered price per call model. This tiered price schedule is attached more fully and incorporated herein as if fully rewritten as "Exhibit 2".
3. All agencies who contract with the CCSO for dispatch services will pay an annual fee based upon that agency previous year's call volume using the same tiered price per call mode, as set forth in Exhibit 2.
4. Any annual fee increases after year three (3) will not exceed the Consumer Price Index rate of inflation.

B. Change in Annual Fee. If the total calls for service change by more than fifteen (15) percent and the costs outpace the rate of inflation, then the City and County may mutually agree to an increase that exceeds the cost of inflation.

C. No Capital Recovery Fee.

1. The Parties agree that the City will not be charged a capital recovery connection fee and instead will provide the following equipment at a total value of \$864,400.00 for use at the CC:

- a. 6 Motorola radio consoles,
- b. 7 Emergency Callworks 911 phones,
- c. 6 back-up radio consolettes,
- d. 3 portable 800 MHz radios,
- e. 4 wireless headset bases.

VIII. Notices.

- A. Any notice, demand or request pursuant to this MOU shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, acknowledged by an email with a deliver and/or read receipt attached, to the other Party's mailing address set forth above in this MOU.

IX. Term.

- A. The Parties agree that they intend to later enter a contractual agreement for services for a minimum of ten (10) years.

X. Termination Procedures and Disposition of Equipment.

- A. If the contractual agreement between the Parties is terminated at any time and the City elects to establish its own, separate dispatch communication center equipment will be distributed as follows:
 - 1. The County agrees to provide the City with the same, original equipment that was provided to the County in accordance with the contractual agreement.
 - 2. The County agrees to offer first to the City, at no cost, any equipment that will no longer be used in the CC and/or is out of date before the County can dispose of it.

XI. Insurance.

- A. Each Party, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party shall provide property insurance coverage for any equipment that it provides.

XII. Dispute Resolution.

- A. The Parties intend for a dispute resolution mechanism to be outlined in the contractual agreement between the City and County, which will include the City's ability to make payments into an escrow fund held by the City Treasurer until an agreed upon resolution is reached. There will be no interruption of Dispatch services provided to the City during dispute mediation.

XIII. Limitation of Liability.

- A. Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other

XIV. General Provisions.

- A. Effective Date and Term of the MOU – the effective date of this MOU is the date on which the last participating Party executes the MOU.
- B. Independent Entities. The parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.
- C. Entire Agreement. This MOU represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- D. Amendments. This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

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**MEMORANDUM OF UNDERSTANDING
FOR COMMUNICATION AND DISPATCH SERVICES
BETWEEN THE CITY OF SPRINGFIELD, OHIO,
THE BOARD OF CLARK COUNTY COMMISSIONERS**

Signature Page


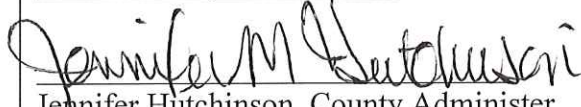
<u>Approved as to Form and Correctness:</u> _____ Jill N. Allen, Law Director Date: _____	<u>The City of Springfield, Ohio</u> _____ Bryan Heck, City Manager Date: _____
<u>Approved as to Form and Correctness:</u>  _____ Assistant Prosecuting Attorney Date: <u>06/07/2020</u>	<u>Clark County Commission</u>  _____ Jennifer Hutchinson, County Administer Date: <u>6/5/2020</u>

EXHIBIT 1

OFFICE OF THE SHERIFF

SHERIFF DEBORAH K. BURCHETT

www.clarkcountysheriff.com

OFFICE: 937.521.2056

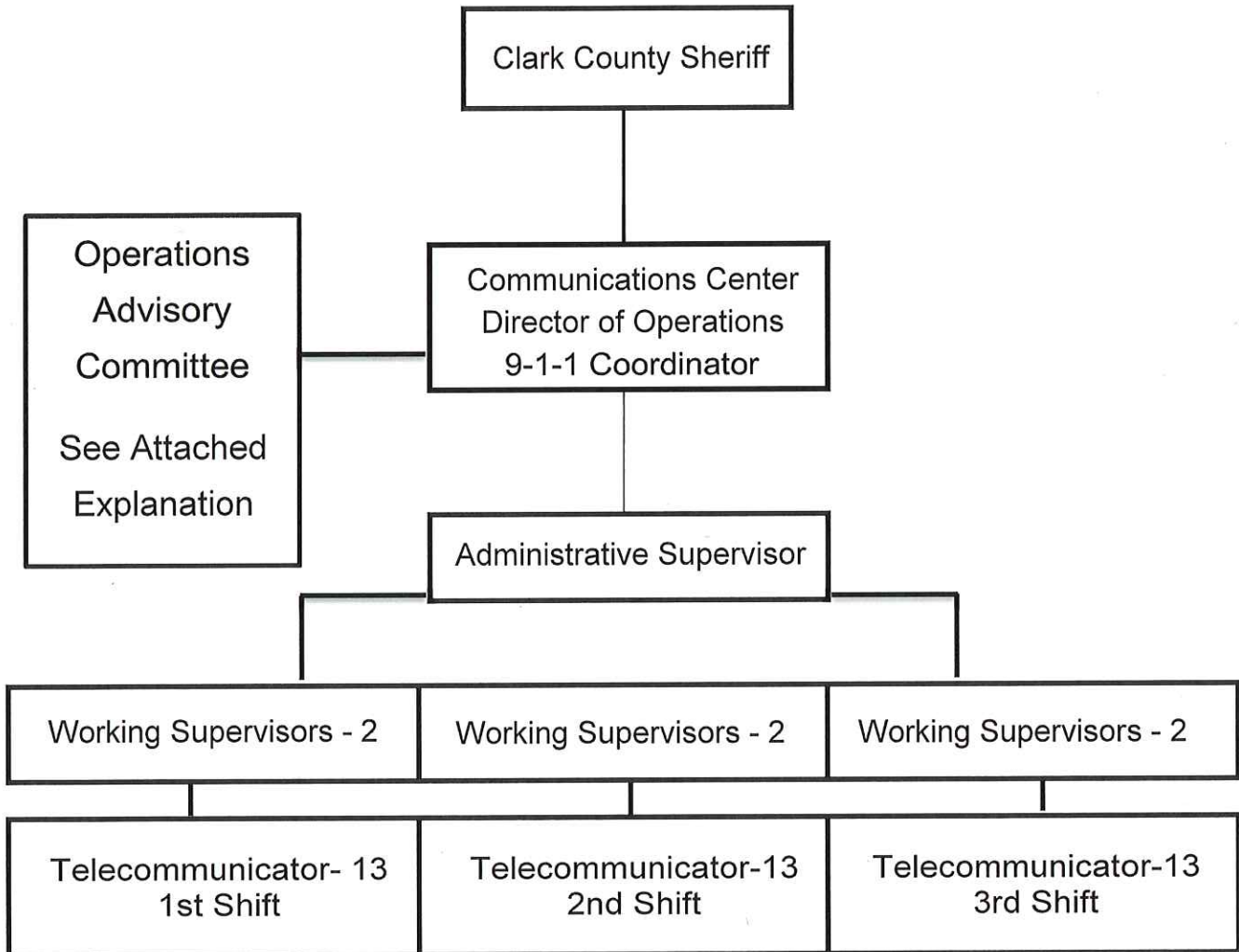
FAX: 937.328.2515



120 NORTH FOUNTAIN AVE.

SPRINGFIELD, OHIO 45502

Clark County Communications Center Organization Chart



***In the event the 12-hour shifts are agreed up between the County and the Bargaining unit, the three shifts will be divided in to two shifts of 19 employees.

Providing for 38 Telecommunicators. ***

EXHIBIT 2

Proposed 911 Tiered Pricing Model

Fee will be calculated based upon the most recent year's call volume available using the formula detailed below.

Number of Calls	Price per Call (\$)
First 2,000	\$22.00
Next 2,000	\$21.00
Next 2,000	\$20.00
Next 2,000	\$19.00
Next 2,000	\$18.00
Next 40,000	\$16.00
Any remaining calls	\$10.00

For example, 79,330 calls would equate to an annual fee of \$1,133,300.

Number of Calls	Price per Call (\$)	Fee
First 2,000	\$22.00	\$44,000
Next 2,000	\$21.00	\$42,000
Next 2,000	\$20.00	\$40,000
Next 2,000	\$19.00	\$38,000
Next 2,000	\$18.00	\$36,000
Next 40,000	\$16.00	\$640,000
29,330	\$10.00	\$293,300
79,330		\$1,133,300

****Minimum annual fee is \$10,000****

Request for Commission Action

City of Springfield, Ohio

Item Number: 160-19

Agenda Date: 6/2/2020

Today's Date: 5/27/2020

Subject: Issuance and sale of a bond anticipation note for a parking garage in a maximum amount of \$3,396,360

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:** 19-169

**Date of Prior
Ordinance/Resolution:** 6/18/2019

Summary:

An ordinance is requested to provide for the issuance of a bond anticipation note in the maximum principal amount of \$3,396,360 to refund a bond anticipation note issued 7/3/2019. The 2019 note was issued to pay the costs of constructing and equipping a new parking garage and improving the site therefor, together with all necessary appurtenances thereto.

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

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

Total Cost:

ORDINANCE NO. _____

An ordinance providing for the issuance and sale of Notes in the aggregate principal amount of \$3,396,360, in anticipation of the issuance of Bonds, for the purpose of paying the costs of constructing and equipping a new parking garage and improving the site therefor, together with all necessary appurtenances thereto.

...oooOOOooo...

WHEREAS, pursuant to Ordinance 19-169, passed June 18, 2019, notes in anticipation of bonds in the principal amount of \$3,300,000, dated July 3, 2019 (the "*Outstanding Notes*") were issued for the purpose described in Section 2, to mature on July 2, 2020; and

WHEREAS, The City of Springfield, Ohio (the "*City*") is authorized by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165, Ohio Revised Code (the "*Act*"), among other things, to issue bonds or notes to acquire, construct, equip, furnish, or improve a "project" as defined in Section 165.01, Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio; and

WHEREAS, to facilitate the creation of jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio, the City has determined to issue the Notes (described below) to pay the costs of constructing and equipping a new parking garage and improving the site therefor, together with all necessary appurtenances thereto (the "*Project*"); NOW, THEREFORE:

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

Section 1. This City Commission hereby determines that the Project is a "project" as defined in the Act and is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution; that the utilization of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State; and that the amount necessary to finance the Project will require the issuance, sale and delivery of the Notes (as defined below), which Notes shall be issued in anticipation of the Bonds (as defined below), and which Notes shall be payable and secured as provided herein.

Section 2. It is necessary to issue bonds of this City in the aggregate principal amount of \$3,396,360 (the "*Bonds*") for the purpose of paying the costs of constructing and equipping a new parking garage and improving the site therefor, together with all necessary appurtenances thereto.

Section 3. The Bonds shall be dated approximately July 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 on the Bonds is estimated to be December 1, 2022.

Section 4. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$3,396,360 (the "Notes") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 2 and to pay the costs of the Project 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. The Notes shall bear interest at rate not exceeding 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 Finance Director shall determine the final maturity date and the interest rate on the Notes. The Notes shall be issued pursuant to the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution and Chapter 165, Ohio Revised Code, the Charter of the City and this Ordinance.

Section 5. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America at the office of the Finance Director.

Section 6. 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 entire principal amount shall be represented by a single note, which shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon its face the purpose, in summary terms, for which it is being issued and that it is issued pursuant to this Ordinance.

Section 7. The Notes are offered at a purchase price, not less than par, as shall be determined by the Finance Director, plus any accrued interest, to the Treasury Investment Board of the City for investment under Section 731.56 of the Ohio Revised Code. The Finance Director shall 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 Treasury Investment Board, to the Treasury Investment Board upon payment of the purchase price. The Mayor, the City Manager, the Finance Director, the Law Director, the Treasurer, 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 Treasurer, 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.

Section 8. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Economic Development Bond Retirement Account (as defined below).

Section 9. 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 10. The Notes are special obligations of the City, the principal of and interest on which are payable solely from the proceeds of the Bonds and by a pledge of and lien on the Nontax Revenues established by and as provided in this Ordinance which are on deposit in the Economic Development Bond Retirement Account, all as described below. The City covenants that to the extent the Notes will not be paid fully from Nontax Revenues, it will do all things necessary for the issuance of the Bonds or renewal bond anticipation notes in an appropriate amount to provide for the payment of the principal of and interest on the Notes on the maturity date of the Notes.

There is hereby created by the City a separate account named the Economic Development Bond Retirement Account into which Nontax Revenues shall be deposited in accordance with the following provisions.

The City hereby covenants and agrees that on or before any date on which principal or interest is payable on the Notes it shall deposit into the Economic Development Bond Retirement Account from Nontax Revenues selected by the City or proceeds from the Bonds or renewal bond anticipation notes as determined by the City, an amount equal to the amount of principal and/or interest due on the Notes on that date, less, in the discretion of the City, any interest earnings or other moneys accumulated in the Economic Development Bond Retirement Account which have not theretofore been used as a credit against a prior payment obligation. Moneys in the Economic Development Bond Retirement Account shall be used solely and exclusively to pay principal and interest on City obligations payable from the Nontax Revenues.

The City hereby covenants and agrees that so long as the Notes are outstanding, it will appropriate and maintain sufficient Nontax Revenues each year to make each payment due under this Section 10 and to pay principal and interest when due; *provided, however*, the amount of such appropriation may be reduced by the amount of any Bonds or renewal bond anticipation notes issued for the purpose of refunding the Notes and payments due hereunder and under the Notes are payable solely from the proceeds of

the Bonds and the Nontax Revenues, which Nontax Revenues are hereby selected by the City pursuant to Section 165.12 of the Ohio Revised Code as moneys that are not raised by taxation. The Notes are not secured by an obligation or pledge of any moneys raised by taxation. The Notes do not and shall not represent or constitute a debt or pledge of the faith or credit or taxing power of the City, and the registered owners of the Notes have no right to have taxes levied by the City for the payment of principal of and interest on the Notes.

Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest on the Notes any funds or revenues from any source other than proceeds of the Bonds and Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Notes.

For purpose of this Ordinance, "*Nontax Revenues*" shall mean all moneys of the City which are not moneys raised by taxation, to the extent available for such purposes, including, but not limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute; (c) fines and forfeitures which are deposited in the City's General Fund; (d) fees deposited in the City's General Fund from properly imposed licenses and permits; (e) investment earnings on the City's General Fund and which are credited to the City's General Fund; (f) investment earnings of other funds of the City that are credited to the City's General Fund; (g) proceeds from the sale of assets which are deposited in the City's General Fund; (h) rental income which is deposited in the City's General Fund; (i) gifts and donations; and (j) proceeds from the sale of any portion of the Project.

Section 11. The Finance Director is authorized and directed to provide the notification required by Section 165.03(D) of the Ohio Revised Code to the Director of the Ohio Development Services Agency.

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

Section 14. 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 15. 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

(Published: Springfield News-Sun

_____, _____, 2020)

I do hereby certify that the foregoing Ordinance No. 20-_____ 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: 176-19

Agenda Date: 6/2/2020

Today's Date: 5/27/2020

Subject: Issuance of a sewer bond anticipation note in a maximum amount of \$167,280

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:** 19-185

**Date of Prior
Ordinance/Resolution:** 7/2/2019

Summary:

An ordinance is requested to provide for the issuance of a bond anticipation note in the maximum principal amount of \$167,280 to refund a bond anticipation note issued 7/3/2019. The 2019 note was issued to pay the costs of improving the municipal sewer system, including replacing sewer lines, together with all necessary appurtenances thereto.

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. _____

Providing for the issuance of Notes in the maximum principal amount of \$167,280, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the municipal sewer system, including replacing sanitary sewer lines, together with all necessary appurtenances thereto.

...oooOOOooo...

WHEREAS, pursuant to Ordinance 19-185, passed July 2, 2019, notes in anticipation of bonds in the principal amount of \$164,000, dated July 3, 2019 (the "*Outstanding Notes*") were issued for the purpose described in Section 1, to mature on July 2, 2020; 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 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 as described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds as 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, is two hundred forty (240) months; NOW, THEREFORE:

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$167,280 (the "*Bonds*") for the purpose of paying the costs of improving the municipal sewer system, including replacing sanitary sewer lines, together with all necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately July 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, 2022.

Section 3. It is necessary to issue and this City Commission determines that notes in the maximum principal amount of \$167,280 (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 4.00% 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 and shall be payable, without deduction for services of the City's paying agent, at the office of Treasurer of the City (the "*Paying Agent*"). The Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the date of prepayment. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the date of prepayment and the name and address of the Paying Agent, by certified or registered mail to the original purchaser of the Notes not less than seven days prior to the date of that deposit, unless that notice is waived by the original purchaser of the Notes. If money for prepayment is on deposit with the Paying Agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Director of Finance the original purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment and surrender and cancellation.

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

Section 6. The Notes are offered at par plus accrued interest, if any, to the Treasury Investment Board of the City. Notes not purchased by the Treasury Investment Board of the City shall be sold at not less than par at private sale by the

Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, City Manager, the Director of Finance, the Director of Law, the City Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

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

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

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

In each year to the extent net revenues from the municipal water system 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 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, 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 two 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 Clerk is directed to deliver a certified copy of this Ordinance to the County Auditor of Clark County, Ohio.

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 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. 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

(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

Request for Commission Action

City of Springfield, Ohio

Item Number: 175-19

Agenda Date: 6/2/2020

Today's Date: 5/27/2020

Subject: Issuance of a water bond anticipation note in a maximum amount of \$402,900

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: 19-184

Date of Prior
Ordinance/Resolution: 7/2/2019

Summary:

An ordinance is requested to provide for the issuance of a bond anticipation note in the maximum principal amount of \$402,900 to refund a bond anticipation note issued 7/3/2019. The 2019 note was issued to pay the costs of improving the municipal water system, including replacing water lines, together with all necessary appurtenances thereto.

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. _____

Providing for the issuance of Notes in the maximum principal amount of \$402,900, in anticipation of the issuance of Bonds, for the purpose of paying the costs of improving the municipal water system, including replacing water lines, together with all necessary appurtenances thereto.

...oooOOOooo...

WHEREAS, pursuant to Ordinance 19-184, passed July 2, 2019, notes in anticipation of bonds in the principal amount of \$395,000, dated July 3, 2019 (the "*Outstanding Notes*") were issued for the purpose described in Section 1, to mature on July 2, 2020; 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 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 as described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds as 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, is two hundred forty (240) months; NOW, THEREFORE:

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$402,900 (the "*Bonds*") for the purpose of paying the costs of improving the municipal water system, including replacing water lines, together with all necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately July 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, 2022.

Section 3. It is necessary to issue and this City Commission determines that notes in the maximum principal amount of \$402,900 (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 4.00% 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 and shall be payable, without deduction for services of the City's paying agent, at the office of Treasurer of the City (the "*Paying Agent*"). The Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the date of prepayment. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the date of prepayment and the name and address of the Paying Agent, by certified or registered mail to the original purchaser of the Notes not less than seven days prior to the date of that deposit, unless that notice is waived by the original purchaser of the Notes. If money for prepayment is on deposit with the Paying Agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Director of Finance the original purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment and surrender and cancellation.

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

Section 6. The Notes are offered at par plus accrued interest, if any, to the Treasury Investment Board of the City. Notes not purchased by the Treasury Investment Board of the City shall be sold at not less than par at private sale by the

Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, City Manager, the Director of Finance, the Director of Law, the City Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

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

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

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

In each year to the extent net revenues from the municipal water system 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 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, 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 two 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 Clerk is directed to deliver a certified copy of this Ordinance to the County Auditor of Clark County, Ohio.

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 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. 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

(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

Request for Commission Action

City of Springfield, Ohio

Item Number: 169-16

Agenda Date: 6/2/2020

Today's Date: 5/21/2020

Subject: 2016 Woolpert Contract Extension

Submitted By: Seth Timmerman

Department: Airport

Contact: Seth Timmerman ext. 6108

- | | | |
|--|--|---|
| <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: 16-182

Date of Prior
Ordinance/Resolution: July 21, 2016

Summary:

Respectfully request City Commission authorize an extension to the contract with Woolpert Inc. for Master Planning Services at the Springfield-Beckley Municipal Airport. We would like to extend the current contract until Dec. 31, 2020 as we are working diligently to close out this grant during the current COVID-19 pandemic.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 1 to the Agreement with Woolpert, Inc., for Master Planning Services at the Springfield-Beckley Municipal Airport, to extend the Agreement to December 31, 2020.

...oooOOOooo...

WHEREAS, the City entered into an Agreement with Woolpert, Inc. for Master Planning Services at the Springfield-Beckley Municipal Airport pursuant to Ordinance No. 16-182; and

WHEREAS, the City and Woolpert, Inc. now wish to extend the Agreement to December 31, 2020; 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 Amendment No. 1 to the Agreement with Woolpert, Inc. for Master Planning Services at the Springfield-Beckley Municipal Airport, a copy of which is attached hereto and is hereby approved, to extend the Agreement to December 31, 2020.

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

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

[Springfield-Beckley Municipal Airport Master Plan Update 2016]

AMENDMENT NO. 1

This Amendment is entered into on _____, 2020 between The City of Springfield, Ohio (the "Owner") whose mailing address is 76 E. High St., Springfield, Ohio 45502 and Woolpert, Inc. (the "Engineer") an Ohio corporation whose mailing address is 7635 Interactive Way, Suite 100, Indianapolis, IN 46278-7500.

The Owner and the Engineer entered into an agreement for engineering consulting services (the "Original Agreement") on August 16, 2016. The Owner and Engineer now wish to amend the terms of the Original Agreement in the following respects:

1. The Owner and Engineer, pursuant to Article V – General Provisions, Paragraph 5.9 of the Original Agreement, now wish to amend the Original Agreement to modify the following provision (the headings of the Amendment No. 1 provisions below are merely for organizational purposes):

- a. Contract Term. Owner and Engineer agree to modify the provisions in Article II – Performance, Paragraph 2.1 by extending the "OWNER'S approval of Task 11 Deliverable" from February 8, 2018 to December 31, 2020.

2. The Owner and Engineer agree that no other modifications to the Original Agreement are created herein, and all clauses, conditions, and requirements in the Original Agreement remain in full force and effect.

3. Signatures:

Approved to form:

City of Springfield, Ohio

Jason T. Irick
Assistant Law Director

Bryan Heck
City Manager

Woolpert, Inc.



Binding Authority

Request for Commission Action

City of Springfield, Ohio

Item Number: 118-20

Agenda Date: 06/02/2020

Today's Date: 05/26/2020

Subject: Authorize and confirm an agreement with Clark State Community College

Submitted By: Lee E. Graf, Chief of Police

Department: Police

Contact: 937-324-7720

- | | | |
|--|--|---|
| <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 Chief of Police and the City Manager authority to enter into an agreement with Clark State Community College for the purpose of providing supplemental police services to Clark State Community College, effective July 1, 2020 through June 30, 2021, confirming and approving related services provided beginning July 1, 2020; and further authorize the City Manager, Finance Director and Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligation under said agreement and to comply with all relevant local and state requirements.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Agreement with Clark State Community College to provide supplemental police services; authorizing the City Manager, Director of Finance, Law Director and Chief of Police to do all things necessary and execute all documents they deem necessary to implement the said Agreement and to comply with all relevant local, state and federal legal requirements.

...oooOOOooo...

WHEREAS, this Commission finds it in the best interest of the community that it enter into an Agreement with Clark State Community College to provide supplemental police services; 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 an Agreement with Clark State Community College to provide supplemental police services, a copy of which is attached hereto and is hereby approved.

Section 2. That this City Commission hereby authorizes the City Manager, Director of Finance, Law Director and Chief of Police to do all things necessary and execute all documents they deem necessary to implement the said Agreement and to comply with all relevant local, state and federal legal requirements.

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

AGREEMENT

This Agreement made and entered into this ____ day of _____ 2020, by and between The City of Springfield, Ohio (hereinafter referred to as "Springfield") and Clark State Community College (hereinafter referred to as "CSCC"):

Witnesseth:

Whereas, Springfield and CSCC have agreed to the terms of a Security Proposal whereby Springfield will provide certain policing services to CSCC.

Now, therefore, the parties mutually agree as follows:

Section A. Springfield shall provide the services described in the document entitled "Springfield City Police Division Clark State Community College 2019 Security Proposal (hereinafter referred to as "Proposal")."

Section B. CSCC shall make the payments to Springfield and shall fulfill its responsibilities as described in the document entitled Proposal.

Section C. The Proposal attached hereto is hereby incorporated into and made a part of this Agreement as though herein fully rewritten.

Section D. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

Section E. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants, subject to Chapter 2744 of the Ohio Revised Code and any applicable defenses and each party further agrees to defend itself and themselves and pay any final judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

Section F. It is understood that any and all expenditures of CSCC funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If CSCC Treasurer determines at any time that the General Assembly failed to continue funding for the payments and/or other obligations that may be due hereunder, then CSCC may terminate this agreement in accordance with the terms of the Proposal.

Section G. Springfield represents, warrants and certifies that it strives to make its employees engaged in the administration or performance of the Agreement knowledgeable of the City Charter and Ohio Ethics and Conflict of Interest laws. Springfield further represents, warrants, and certifies that neither Springfield nor any of its employees is authorized to do any act that is inconsistent with such laws.

Section H. Springfield covenants that, to the best of its knowledge, that (with the exception of the Police Officers hired for the CSCC Community Policing Program) no person under its employ, who presently exercises any functions or responsibilities in connection with CSCC or projects or programs funded by CSCC, has any personal financial interest, direct or indirect, in this Agreement. Springfield further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by Springfield. Any such interest, on the part of Springfield or its employees, when known, must be disclosed in writing to CSCC.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Jason T. Irick,
Assistant Law Director

Mr. Bryan L. Heck, City Manager

CLARK STATE COMMUNITY COLLEGE

Mr. Larry Wakefield, VP for Business Affairs

Treasurer's Certification:

By: _____ Date: _____
Mr. Larry Wakefield, VP for Business Affairs

This signature certifies the amount required to meet the obligation in the fiscal year in which the Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

SPRINGFIELD CITY POLICE DEPARTMENT

CLARK STATE COMMUNITY COLLEGE

2020 SECURITY PROPOSAL

The City of Springfield, Ohio ("Springfield") proposes to provide supplemental police services of Springfield's Police Department to Clark State Community College ("CSCC") located within the corporation limits of Springfield (the "CSCC Community Policing Program"). This proposal is to enhance security, supplement police response time to campus calls, and to promote positive relationships between the Springfield City Police and faculty, staff, students and visitors of CSCC. The goal of the CSCC Community Policing Program is to provide CSCC with a feeling of security and well being, safe from the threat of violent crime and drug-related activity as well as to deter and interdict criminal activity at CSCC.

The CSCC Community Policing Program proposed by Springfield proposes to provide services to CSCC that embrace the philosophy of community policing. Springfield City Police Officers shall patrol CSCC properties within the city limits of Springfield using uniformed foot and bicycle patrols, a marked police vehicle, or any other means Springfield chooses to identify them as Springfield City Police Officers. Springfield Police Officers shall endeavor to establish working relationships with faculty, staff, students, and visitors and particularly CSCC administration. The assigned Springfield Police Officer(s) shall have full police powers, and be appropriately equipped and in uniform. As a general rule, the Springfield Police Officers assigned to CSCC shall be used for policing CSCC properties predominantly; however, the Springfield Police Officers shall also be required to respond to incidents in and around CSCC properties but shall generally not be dispatched to traffic crashes. Springfield Police Officers may be called away from CSCC duties if Springfield determines it is crucial to dispatch them to respond to critical emergency situations.

To induce Springfield to offer the CSCC Community Policing Program, CSCC shall agree to pay to Springfield a percentage of the annualized salary and benefits of two IP6 Police Officers (one per shift) in quarterly installments.

Regular Quarterly Payments are due and payable in advance on January 1, April 1, July 1, and October 1 each year.

Quarterly payments shall be \$35,134.25. The total annual cost of CSCC Community Policing Program base expanded services provided by Springfield to CSCC is \$140,537.00.

The CSCC Community Policing Program is comprised of Springfield providing policing to CSCC in the form of one uniformed Springfield Police Officer per shift as follows:

Day Shift: 7 am to 3 pm, Mondays through Fridays

Evening Shift: 3 pm to 11 pm, Mondays through Thursdays; 3 pm to 4:30 pm, Fridays

There is no coverage needed when CSCC is closed. The CSCC academic calendar provides for thirteen holidays each calendar year. Such calendar shall be provided to Springfield.

CSCC may request Springfield to provide additional Springfield Police Officer(s) during the above Policing Program shifts in addition to the Officer specified in the preceding sentence ("Overtime Services"). Should Springfield provide such Overtime Services, CSCC shall make additional payments to Springfield calculated as follows, and payable within 30 days after being invoiced by Springfield:

$$OW (1.85 \times BP) = OP$$

"OW" – Total overtime hours worked

"BP" – Base Pay Rate

"OP" – Total payment for overtime hours worked

The Base Pay Rate referenced above is subject to change (customarily July 1st each year). The Base Pay Rate applied shall be Springfield's IP6 Base Pay Rate in effect when services are provided.

Springfield shall provide standard police equipment, supervision for the assigned Police Officers, and daily activity reports to CSCC. CSCC shall provide cellular phones for the Police Officers to use for official business and have input into the selection and retention of the Police Officers assigned to CSCC; however, Springfield shall retain absolute discretion in allocation and assignment of its personnel. Except as otherwise provided for above, court time and other overtime hours, which are a direct result of the Police Officers' duties, shall be the responsibility of Springfield.

This arrangement shall continue through June 30, 2021, but either party may terminate this arrangement for cause or convenience by providing thirty (30) days advance notice of termination to the other party.

Request for Commission Action

City of Springfield, Ohio

Item Number: 124-20

Agenda Date: 06/16/2020

Today's Date: 06/10/2020

Subject: Local Government Fund Allocation Resolution

Submitted By: Mark Beckdahl

Department: Finance

Contact: Mark Beckdahl

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

A Resolution agreeing to the proposed Alternate Formula for distributing the Local Government Fund monies in Clark County. The proposed resolution leaves the funding allocation unchanged for the next 3 years (2021-2023). The allocation percentages are shown in the body of the resolution. Springfield's share will continue at 48.18%. This formula has remained unchanged since 1988 except for Lawrenceville un-incorporating.

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

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

A RESOLUTION NO. _____

Approving an alternative method of apportionment of the Local Government Fund of Clark County, Ohio.

...oooOOOooo...

Whereas, Sections 5747.53 and 5747.63 of the Revised Code permit the Clark County Budget Commission to distribute Local Government Funds ("LGF") and Local Government Revenue Assistance Funds ("LGRAF") pursuant to an alternative method; and

Whereas, Sections 5747.53 and 5747.63 of the Revised Code require the Clark County Budget Commission to submit any proposed LGF/LGRAF alternative distribution method to every eligible Clark County political subdivision for approval; and

Whereas, the City of Springfield, Ohio is a political subdivision of Clark County, Ohio entitled to receive distributions of LGF/LGRAF moneys; and

Whereas, the City of Springfield, Ohio has received from the Clark County Budget Commission a proposed alternative method for the distribution of LGF/LGRAF for a period of three (3) years (2021, 2022, 2023) commencing with the distribution for 2021; and

Whereas, the City of Springfield, Ohio deems said proposed alternative distribution formula to be based upon simple and discernible principles directly related to financial need, and to be otherwise fair and equitable and in the best interests of the citizens of the City of Springfield; NOW, THEREFORE:

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

Section 1. The proposed alternative plan of LGF/LGRAF distribution for a period of three (3) years (2021, 2022, 2023) commencing with the distribution for 2021, unless/until modified according to statutory procedure, is hereby approved.

In lieu of using the statutory formula for distributing the local government fund of Clark County, Ohio found in Ohio Revised Code, Section 5747.51, the Clark County Budget Commission shall distribute said funds to the subdivisions listed below in accordance with the following percentage shares:

LOCAL GOVERNMENT FUND

SUBDIVISION	PERCENT OF ALLOCATION
Clark County	42.7151

CITIES/VILLAGES**PERCENT OF ALLOCATION**

City of New Carlisle	.7182
City of Springfield	48.1800
Village of Catawba	.0644
Village of Clifton	.0036
Village of Donnelsville	.0773
Village of Enon	.3510
Village of North Hampton	.0999
Village of South Charleston	.5443
Village of South Vienna	.0869
Village of Tremont City	.0548

TOWNSHIPS**PERCENT OF ALLOCATION**

Bethel Township	.9715
German Township	.7173
Green Township	.2719
Harmony Township	.2778
Mad River Township	.7938
Madison Township	.2227
Moorefield Township	.9494
Pike Township	.2944
Pleasant Township	.2223
Springfield Township	1.1834

OTHER**PERCENT OF ALLOCATION**

Clark County Park District	1.200
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Section 2. It is found that all formal actions of this Commission concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

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

ADOPTED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action
City of Springfield, Ohio

Item Number: 014-20

Agenda Date: 6/16/2020

Today's Date: 6/10/2020

Subject: 2020 Supplemental Appropriations

Submitted By: Mark Beckdahl

Department: Finance / Accounting

Contact: Tiffany Ross

<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:

I hereby respectfully request legislation approving 2020 supplemental appropriations per the attached listing.

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

An emergency ordinance has been requested for inclusion on the City Commission legislative agenda to approve a supplemental appropriation ordinance for various funds. This sets all appropriations at the levels discussed during budget hearings and appropriates additional carryover projects.

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

AN ORDINANCE NO. _____

Providing for Supplemental Appropriations within various funds, and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Finance Director has advised the City Commission that supplemental appropriations are necessary to make funding available to carry on the operations of the various municipal departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by committing funds twice for different purposes, which creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the sums listed on the attached Exhibit A are hereby appropriated from the unappropriated balances of the funds indicated.

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

**SUPPLEMENTAL APPROPRIATIONS
2020 Appropriations
June 16, 2020**

254 INDIGENT DRIVERS ALCOHOL TREATMENT FUND

Municipal Court / Judicial Offices	Other Services	<u><u>20,000.00</u></u>
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264 PROBATION FEE FUND

Municipal Court / Judicial Offices	Other Services	<u><u>6,000.00</u></u>
------------------------------------	----------------	------------------------

276 MUNICIPAL COURT SPECIAL PROJECTS FUND

Municipal Court / Judicial Offices	Other Services	<u><u>38,000.00</u></u>
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620 WATER REVENUE FUND

Finance / Utility Billing	Other Services	<u><u>11,250.00</u></u>
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705 CITY SERVICE FACILITY FUND

Service / Administration	Personal Services	<u><u>300,000.00</u></u>
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Request for Commission Action

City of Springfield, Ohio

Item Number: 025-20

Agenda Date: 6/16/2020

Today's Date: 6/10/2020

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Accounting

Contact: Katie Eviston

☐ 14-Day Ordinance

☒ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that legislation be scheduled for inclusion on the regularly scheduled City Commission agenda on June 16, 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.

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

AN ORDINANCE NO. _____

Confirming purchases and the obtaining of services for the City and providing for payments therefor; and declaring an emergency 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 6/16/2020

Department	Vendor	Invoice #	Amount of Moral Ob.	Account #	Invoice Amount
CSC - Facilities	HD Supply	50012802023	\$ 745.00	505701-4316	\$ 745.00
PO was not in place.					
Engineering	FirstEnergy	OE182948	\$ 398.26	210450-4014	\$ 398.26
Prior year invoice exceeds balance remaining on PO.					
Fire	Rush Truck Center	3018868663	\$ 19,636.77	115287-4082/4316	\$ 19,636.77
Invoice exceeds balance remaining on PO.					
NTPRD - Capital	Dependable Roofing	51320	\$ 1,225.00	410589-6050(450)	\$ 7,875.00
Invoice exceeds balance remaining on PO.					

Request for Commission Action

City of Springfield, Ohio

Item Number: 125-20

Agenda Date: 6/16/2020

Today's Date: 6/9/2020

Subject: Property Acquisition Agreement between the City and Clark County Land Reutilization Corp (Land Bank) for the operation and maintenance of the former Kroger property on S Limestone Street.

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: Bryan Heck, x7300

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorize a Property Acquisition Agreement between the City of Springfield and Clark County Land Reutilization Corp (Land Bank) for the operation and maintenance of the former Kroger property located at 1822 S Limestone Street. The Land Bank will take title to the former Kroger location as the City works with community partners to redevelop the property with the goal of attracting another grocery tenant into at least a portion of the building. The Land Bank will hold the property until the City requests transfer of title to an end user. The City will provide \$90,000 towards the operation and maintenance of the facility for up to six months. At termination of the agreement, if all \$90,000 is not expended the Land Bank will return the remaining funds back to the City.

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

Request emergency action in order to facilitate the transfer of the property from Kroger to Clark County Land Reutilization Corp as soon as possible.

Department/Division	Fund Description	Account Number	Actual Cost
021	Economic Development	02026300-4070	\$90,000.00

Total Cost: \$90,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Agreement for Property Acquisition, Maintenance, and Disposition of 1822 S. Limestone St. with the Clark County Land Reutilization Corporation for an amount not to exceed \$90,000.00; authorizing the City Manager, Law Director and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Agreement and to comply with all relevant local, state and federal legal requirements; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the closing of the Kroger store effectively created a 'food desert' in this area of Springfield necessitating the City of Springfield and the Clark County Land Reutilization Corporation to intervene; and

WHEREAS, the City seeks an organization to receive title, maintain and operate the structure located on 1822 S. Limestone St. until an appropriate developer and/or purchaser can be found; and

WHEREAS, the Clark County Land Reutilization Corporation has an organizational goal of stabilizing neighborhoods and is interested in providing the above-referenced services to the City; and

WHEREAS, this Commission finds that the funding of this agreement for the acquisition, maintenance and disposition of 1822 S. Limestone St. constitutes a proper public purpose; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to facilitate the transfer from Kroger to the Clark County Land Reutilization Corporation, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance and makes them a part hereof.

Section 2. That the City Manager is hereby authorized to enter into an Agreement for Property Acquisition, Maintenance, and Disposition of 1822 S. Limestone St., in a form substantially similar to the copy attached hereto and hereby approved, with the Clark County Land Reutilization Corporation for an amount not to exceed \$90,000.00.

Section 3. That the City Manager, Law Director and the Finance Director are

authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Purchase Agreement and to comply with all relevant local, state and federal legal requirements.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



**Agreement for Property Acquisition, Maintenance, and Disposition of
1822 S. Limestone St., Springfield, Ohio 45502**

This Agreement entered into _____, 2020 between The City of Springfield, Ohio (the "City") a municipal corporation whose mailing address is 76 E. High St., Springfield, Ohio 45502 and the Clark County Land Reutilization Corporation ("CCLRC"), a not for profit corporation, whose mailing address is 3130 East Main Street, Suite 1A, Springfield, OH 45502. This Agreement (the "Agreement") is made for the purpose of funding the operation, maintenance and expenses related to the property on 1822 S. Limestone St. (the "Property"), commonly known as the former Kroger Building.

I. Recitals and Background

- a. The City seeks an organization to receive title, maintain and operate the structure located on the Property until an appropriate developer can be found.
- b. The CCLRC, as a Community Improvement Corporation, established under Ohio Revised Code Chapter 1724 has an organizational goal of stabilizing neighborhoods.
- c. The CCLRC is interested in providing these services to the City for the period of time described in Section II of this Agreement.
- d. The City, through Ordinance No. _____, finds that the funding purpose constitutes a proper public purpose, and that this Agreement is necessary in order to accomplish said proper public purpose.

II. Term and Amendments

- a. This Agreement will run for a period of six (6) months (the "Initial Term").
- b. This term will begin upon the acquisition of and title to the Property by the CCLRC (the "Effective Date").
- c. The City and the CCLRC, upon mutual agreement, may extend this Agreement for an additional three (3) month period following the expiration of the Initial Term (the "Additional Term").
- d. The City will provide notice of intention to extend the Agreement regarding the Additional Term within 30 days of the expiration of the Initial Term, the notice will be provided in accordance with the Notices requirements in Section VIII. Paragraph b.

- e. CCLRC will submit a revised budget if the parties mutually agree to extend into the Additional Term detailing costs that the CCLRC foresees for the Additional Term.
- f. If there are unused funds from the Initial Term, those funds may be calculated into the Additional Term budget.
- g. Following the submission of the revised budget, the City will review the estimated costs and pay those amounts it deems reasonable. The City will provide feedback on any costs it deems unreasonable. The amounts the City has deemed unreasonable will be negotiated and settled prior to the commencement of the Additional Term as outlined in Section II paragraph c.
- h. The City may, at its sole discretion, require the CCLRC to demolish the structure located on the Property at any time during the Initial or Additional Term or immediately following the expiration of the Initial Term. The City shall pay for all costs for the demolition.
- i. If the City determines demolition of the structure on the Property is necessary, pursuant to the above clause, any remaining funding as described in Section III of this Agreement associated with the Initial or Additional Term will be credited toward the costs of the demolition of the structure on the Property. Any demolition costs in excess of the remaining funds shall be paid by the City.
- j. This Agreement shall not be altered, changed, amended, or modified unless it is by a similar instrument in writing and is mutually executed by the parties.

III. Agreement Amount

- a. This Agreement will provide for a one-time payment in the amount of ninety thousand dollars (\$90,000.00).
- b. The funding for this Agreement will be expended from the City's Economic Development Fund.

IV. CCLRC Requirements

- a. The CCLRC may expend the City-provided funds for "allowable expenses," as defined below.
- b. Including expenses incurred on or after March 1, 2020, allowable expenses include and are limited to the following:
 - i. Maintenance expenses related to the Property;
 - ii. Operating expenses related to the Property.
 - iii. Administrative
 - iv. Insurance
 - v. Legal Fees

- vi. Closing costs
- vii. Development

Any expense of \$2,500.00 or less is not subject to review by the City. Expenses in excess of \$2,500.00 shall only be approved in advance in writing by the City. Approval of funding will not be unreasonably withheld.

- c. The CCLRC will submit a monthly expense report on the 3rd business day of every month.
 - i. This report must detail all expenditures the CCLRC expended on the Property for the previous month.
 - ii. This report must be submitted to the City Manager's Office.

V. Deed Transfer Requirements

- a. CCLRC will take title to the Property from the original owner, the date title is obtained will be the start of the Initial Term of the Agreement as defined under Section II, paragraph b. (INSERTED)
- b. CCLRC will hold title to the Property for the duration of this Agreement. (INSERTED)
- c. At any time during the Initial Term or the Additional Term the City, in its sole discretion, may require the CCLRC to transfer title of the Property over to a City selected party and/or developer.
- d. If the City requires that the Property be deeded to any party and/or developer during the Initial Term, the CCLRC shall return any unused funding described in Section III above to the City.

VI. Insurance and Casualty Loss

- a. In the event of substantial loss or damage to the Property prior to the end of the Initial Term, the City may, at its sole discretion, direct the CCLRC to demolish the remnants of the structure on the Property and credit any remaining funds described in Section III of this Agreement toward the cost of said demolition. Any demolition costs in excess of the remaining funds shall be paid by the City.
- b. The CCLRC will insure the structure on the Property in the amount of three million dollars (\$3,000,000.00) and list the City as additional insured on the insurance certificate.
- c. The CCLRC will provide the City with a copy of the insurance certificate following the start of the Initial Term.

VII. Termination

- a. Either party may terminate this Agreement for any purpose provided said party gives thirty (30) days written notice on the other party. If CCLRC seeks to terminate this Agreement, they shall transfer title of the Property to the City immediately preceding termination.
- b. Notice for termination must be provided in accordance with Section VIII., Paragraph _
- c. Following termination, any unused funds must be returned to the City. All allowed expenses that have been incurred by the CCLRC but not yet paid shall be reimbursed prior to the return of unused funds.
- d. **Following the expiration of the Additional Term as defined in Section II, paragraph c above, the structure on the Property is to be demolished in accordance with Section II, paragraph i.**
- e. **Following the demolition of the structure on the Property in accordance with paragraph d above, CCLRC shall transfer title of the Property to the City within thirty (30) days of demolition completion.**

VIII. Additional Clauses and Requirements

- a. Entire Agreement. This Agreement constitutes the entire agreement between the City and the CCLRC with respect to all matters herein.
- b. Notices.
 - i. Any notice, demand, approval or other communication (“Notices”) required by this Agreement must be in writing and will be deemed given or delivered:
 - 1. Upon receipt, when delivered personally; or
 - 2. Two days after deposit in the United States mail, postage prepaid; or
 - 3. One day after deposit with a nationally recognized overnight courier, return receipt requested and delivery charges prepaid.

All notices are to be addressed to the parties at their addresses indicated in the Recitals.
- c. Assignment. Neither party to this Agreement may assign their duties hereunder.
- d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties of this Agreement.
- e. Applicable Law. This Agreement is made, interpreted and enforced under the laws of the State of Ohio and the codified ordinances of the City of Springfield, Ohio.
- f. Dispute Resolution. The parties agree to seek non-binding mediation prior to commencing any litigation. The parties further agree to mutually agree on a mediation, and split the cost evenly. If the parties fail to resolve their disputes through mediation, the sole jurisdiction for litigation shall be in Clark County, Ohio.

- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies shall be deemed to constitute duplicate originals.
- h. Severability. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

IX. Sections Titles and Headings

- a. All paragraph headings and captions in this Agreement are for convenience of reference only and do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provision.

- X. Signatures: The parties, by signing below, agree to be bound by the terms and conditions contained in this Agreement.

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: _____

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

The Clark County Land Reutilization Corporation

By _____
Ethan Harris, Executive Director

Date: _____

Finance Director

Date: _____

Request for Commission Action

City of Springfield, Ohio

Item Number: 126-20

Agenda Date: 06/16/2020

Today's Date: 06/09/2020

Subject: Apply for and Accept Federal CARES Act funding

Submitted By: Paul Hicks

Department: City Manager's Office

Contact: 324-7300

☐ 14-Day Ordinance

☒ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ Contract

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

The Ohio State Legislature is set to pass House Bill 481 which will allow funding to local governments to assist with unexpected expenditures directly related to the COVID-19 pandemic. An Ordinance is required to apply for funding. The Ordinance states we will follow the guidelines set by the U.S. Treasury for use of those funds.

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

Emergency action is requested in order to meet the application deadline and accept any funds associated with the CARES Act.

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost: \$0

AN ORDINANCE NO. _____

Authorizing the City Manager to apply for and accept, if awarded, Federal CARES Act Funding distributed through the County Coronavirus Relief Distribution Fund; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, ("the CARES Act") was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in House Bill 481 of the 133rd General Assembly ("H.B. 481"); and

WHEREAS, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass legislation affirming that funds from the County Coronavirus Relief Distribution Fund will only be expended to cover costs of the political subdivision, consistent with the requirements of section 5001 of the CARES Act, as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the City of Springfield, Ohio is requesting its share of funds from the County Coronavirus Relief Distribution Fund; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to meet the application deadline and accept any funds associated with the CARES Act, thereby providing for the usual daily operation of various City departments, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to apply for and accept, if awarded, Federal CARES Act Funding distributed through the County Coronavirus Relief Distribution Fund, and the City Commission of The City of Springfield, Ohio affirms that all funds received from the County Coronavirus Relief Distribution Fund, pursuant to H.B. 481, will be expended only to cover costs of the political subdivision, consistent with the requirements of section 5001 of the CARES Act, as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19");

- (2) Were not accounted for in the City of Springfield, Ohio's most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 2. That the Finance Director is hereby authorized to take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the City of Springfield, Ohio's local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the City of Springfield, Ohio's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

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

Request for Commission Action

City of Springfield, Ohio

Item Number: 150-18

Agenda Date: 6/16/2020

Today's Date: 6/9/2020

Subject: 800 Clifton Ave. Single-Family New Construction Loan Agreement Amendment #2

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Chelsea Jones x7372

- | | | |
|---|---|---|
| <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:** 19-136

**Date of Prior
Ordinance/Resolution:** 5/21/2019

Summary:

Respectfully requesting City Commission to approve an ordinance authorizing the City Manager to execute Amendment #2 to the Homeownership or Rental Housing Loan Agreement (800 Clifton Ave - 2018) with Neighborhood Housing Partnership. The amended funding not-to-exceed amount was \$148,516.07. Staff is requesting a budget increase to allow for increased construction costs. The new not-to-exceed contract amount is \$156,016.07.

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

Staff is requesting Emergency Action from the City Commission to authorize the City Manager to enter into Amendment #2 to the subrecipient funding agreement with NHP. Springfield Clark Career Technology Center (CTC), the construction contractor, was unable to have the students finish the construction of 800 Clifton due to COVID-19 which will make it necessary to have subcontractors finish any remaining tasks. Neighborhood Housing Partnership is trying to stay on schedule with the completion of this project.

Department/Division	Fund Description	Account Number	Actual Cost
CD/Housing Rehab	HOME Entitlement		\$7,500.00

Total Cost: \$7,500.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 2 to the Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018) with Neighborhood Housing Partnership of Greater Springfield, Inc.; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc. have entered into a Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018) for the redevelopment of the property at 800 Clifton Ave.; and

WHEREAS, Neighborhood Housing Partnership of Greater Springfield, Inc. now wishes to amend the Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018) to increase the funding to allow for increased construction costs; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid delays with the project construction, 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 No. 2 to the Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018) with Neighborhood Housing Partnership of Greater Springfield, Inc.

Section 2. That Amendment No. 2 to the Home Ownership or Rental Housing Loan Agreement (800 Clifton Avenue - 2018), a copy of which is attached hereto, is hereby approved.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

HOME OWNERSHIP OR RENTAL HOUSING LOAN AGREEMENT
(800 Clifton Avenue - 2018)
(Amendment No. 2)

THIS AMENDING AGREEMENT is made and entered into this ____ day of _____, 2020, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "City") and **NEIGHBORHOOD HOUSING PARTNERSHIP OF GREATER SPRINGFIELD, INC.**, an Ohio not for profit corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer and City have entered into a HOME OWNERSHIP OR RENTAL HOUSING LOAN AGREEMENT, dated 18th of July, 2019 (the "Subject Agreement") whereby the Developer constructed new housing on **800 Clifton Avenue** with the hope that the new housing unit could be sold to a qualified buyer under the HOME Program as provided for in the Subject Agreement; and,

WHEREAS, Developer and City recognize that delays and expenses have increased due to the COVID19 pandemic and now seek to add additional funding to this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the parties do hereby desire and agree to amend this Agreement as follows:

Article III, Sections 1-2

City agrees to make a loan to Developer in the sum of up to Fifty Eight Thousand Seven Hundred Sixty Four Dollars (\$58,764.00) from FY 2016 CHDO set aside funds provided to the City by HUD. The City also agrees to make a loan to Developer in the sum of Fifty Eight Thousand Nine Hundred Sixty Nine Dollars and Twenty Cents (\$58,969.20) from FY 2017 CHDO set aside funds provided to the City by HUD. The loan proceeds will be made available to Developer pursuant to the terms and conditions of Sections 4 through 8 of this Article, subject to the funds being wired to the City by HUD.

City agrees to make a loan to Developer in the sum of up to ~~Eighty Seven~~ Thirty Thousand ~~Five Seven~~ Two Hundred Eighty Six ~~Two~~ Eighty Seven Dollars and ~~Eighty Seven~~ Cents (\$~~87,586.00~~ \$30,782.87) in cash, out of an allocation of HOME funds provided to the City by HUD. The loan proceeds will be made available to Developer pursuant to the terms and conditions of Sections 4 through 8 of this Article, subject to the funds being wired to the City by HUD.

City agrees to provide, in addition to the amounts described above, an additional Seven Thousand Five Hundred Dollars (\$7,500.00) to counteract the impacts of the COVID19 pandemic cost increases.

Effective Date of Amendment No. 2: this ____ day of _____ 2020.

All other terms of the Agreement shall be unaffected by this Amendment. To the extent any inconsistency exists between the Agreement and this Amendment, the terms of this Agreement shall control.

IN WITNESS WHEREOF, The parties hereunto set their hands to duplicate originals as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Assistant Law Director

By: _____
Bryan Heck, City Manager

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of \$_____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

**NEIGHBORHOOD HOUSING
PARTNERSHIP OF GREATER
SPRINGFIELD, INC.**

Finance Director

By: _____
Tina Koumoutsos, Executive Director

Request for Commission Action

City of Springfield, Ohio

Item Number: 127-20

Agenda Date: 6/16/2020

Today's Date: 6/95/2020

Subject: Subrecipient Funding Agreement for SBDC, Inc.

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Chelsea Jones x7372

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

Respectfully requesting City Commission to approve an ordinance authorizing the City Manager to enter into a subrecipient funding agreement with the SBDC, Inc. and authorizing the City Manager, Finance Director, Law Director and Community Development Director to take all actions necessary to administer the program. The time of performance will be from July 1, 2020 through June 30, 2021. The agreement commits \$75,000 in Community Development Block Grant funding and \$15,000 in Economic Development funding. This program is currently seeking approval from Commission as part of the 2020 CDBG Program Action Plan, which will be in place before entering into the contract. In order to facilitate the continuation of this community service, it is also requested that City Commission authorize the use of previous year's funding to make necessary payments needed to perpetuate the services to the community provided by the contract until the 2020 funds become available.

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

The Small Business Development Center's program runs from July 1, 2020 through June 30, 2021. A portion of the program's administrative costs are funded through the CDBG Program for \$75,000. Economic Development will also contribute \$15,000 to the funding. The program was approved as part of the City's 2020 Action Plan.

We are requesting emergency consideration of this matter so the funding agreement can be approved by July 1, 2020 and the program can continue its activities without interruption. Legislation was postponed in hopes that the 2020 funding would become available prior to the start date of the contracts, but as of 6/9/2020 the funding has not been released.

Department/Division	Fund Description	Account Number	Actual Cost
Community Development	CDBG		\$75,000.00
City Manager/ED	ED	02026300407000	\$15,000.00

Total Cost: \$90,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Subrecipient Funding Agreement with SBDC, Inc. to provide administrative funds in an amount not to exceed \$90,000.00 to further the development of small businesses in the City for the period of July 1, 2020 through June 30, 2021; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City wishes to stabilize and retain local employment by encouraging expansion of present employers and the establishment of new employers within the community; and

WHEREAS, SBDC, Inc. has conducted a program for the development and fostering of small businesses within the City; and

WHEREAS, this Commission finds it in the best interest of the City that SBDC, Inc. continue to operate said program; and

WHEREAS, SBDC, Inc. will require funding for administration of the City's program in an amount not to exceed \$90,000.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, thereby providing for the usual daily operation of various City departments, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement with SBDC, Inc. to provide administrative funds in an amount not to exceed \$90,000.00 to further the development of small businesses in the City for the period of July 1, 2020 through June 30, 2021.

Section 2. That the Subrecipient Funding Agreement providing funding to SBDC, Inc. is attached hereto, and is hereby approved.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

SUBRECIPIENT FUNDING AGREEMENT
[Small Business Development Center 2020-2021]

THIS AGREEMENT made and entered into this ____ day of _____, 2020 by and between the **CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "City") and **SBDC, INC.**, whose mailing address is 100 South Limestone Street, STE 411, Springfield, Ohio 45502-1224 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, Pursuant to Title I of the Housing and Community Development Act of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (hereinafter "CDBG") for certain community development activities; and,

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity entitled Small Business Development Center which has been implemented for the purpose, among others, of benefiting existing and developing new small businesses in the community and to stimulate the creation of new jobs for the City; and,

WHEREAS, the City is subject to regulations of the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"); and,

WHEREAS, it is necessary that the City and the Subrecipient enter into an Agreement for the administration and implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Responsibility for Grant Administration.** The City is responsible to the United States government for ensuring the administration of CDBG funds in accordance with all program requirements. Subrecipient understands that the use of subrecipients or contractors does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in Section 570.910.
2. **Other Program Requirements.** Subrecipient is required to carry out each activity in compliance with all federal laws and regulations in 24 CFR Part 570 and 2 CFR Part 200, except that:
 - a. The Subrecipient does not assume the City's environmental responsibilities as described at Section 570.604; and
 - b. The Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372, as described in Section 570.612.

3. Scope of Service. The Subrecipient hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above-mentioned activity as described in ATTACHMENT I -- Work Program which is attached hereto and made a part hereof as if fully herein rewritten. Changes in ATTACHMENT I -- Work Program may be requested from time-to-time by either the City or the Subrecipient and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the Community Development project provided for herein gives maximum feasible priority to activities which benefit low-and-moderate-income families or aid in the prevention or elimination of slums or blight.
4. Time of Performance. This Agreement shall take effect as of July 1, 2020 and shall continue in effect through and including June 30, 2021.
5. Compensation. The City shall compensate the Subrecipient for all expenditures made in accordance with the schedule set forth in ATTACHMENT II -- Budget, which is attached hereto and made a part hereof as if fully herein rewritten. In no event shall compensation paid to Subrecipient under this Agreement exceed the maximum sum of \$90,000.00. Subrecipient hereby acknowledges that in no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG program and other funds encumber by City specifically for this Agreement.
6. Method of Payment. Of the maximum sum of \$90,000.00 which City is making available to Subrecipient pursuant to this Agreement, City may upon Subrecipient's request, make advances to Subrecipient up to the maximum aggregate sum of \$90,000.00. Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained under those generally accepted accounting principles and procedures approved by the City and outlined in 24 CFR Part 84 and 2 CFR Part 200 (Super Circular). Such documentation shall be submitted to the City by the 15th day of each month for the preceding month. Payment shall be made within thirty (30) days of receipt by the City of all documentation required by the City of Subrecipient verifying the amount and nature of Subrecipient's expenditures; provided that funds for the project have been deposited with the City. If upon completion of performance of this Agreement, the authorized expenditures have accumulated to less than \$90,000.00, then Subrecipient shall reimburse to the City a sum equal to the difference between the total sum paid by the City to the Subrecipient and the total authorized expenditures. Said reimbursement shall be made to the City on or before the thirtieth day following the last day of the time of performance specified in paragraph 4 above.
7. Program Income. All income received from Block Grant funded activities shall be considered program income and subject to 24 CFR Part 84, Federal Management Circulars, 2 CFR Part 200 and current CDBG regulations. Unless this Agreement, at ATTACHMENT II -- Budget, specifies whether program

income received is to be returned to the City or retained by the Subrecipient, all such income shall be promptly returned to the City upon its request.

8. Reversion of Assets. Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds, and any personal property acquired by Subrecipient with CDBG funds provided to Subrecipient by City. Subrecipient shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 is either:
 - a. Used to meet one of the National Objectives in Section 570.208 until five years after expiration of the Agreement, or such longer period of time as determined appropriate by the City; or
 - b. Is disposed of in a manner comparable to that described in Section 570.505(b).
9. Subcontracting. None of the services covered by this Agreement shall be subcontracted without prior written approval by the City and prior written approval of the subcontracting document by the City. The Subrecipient warrants that it shall comply with the City's minority business enterprise requirements as described in Chapter 153 of the City's Codified Ordinances.
10. Compliance with Regulations. The Subrecipient will comply with the Regulations of the Federal Department of Housing and Urban Development.
11. Maintenance and Availability of Records. In connection with the Agreement, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to cost incurred, as required under the regulations at 24 CFR Part 570 and 2 CFR Part 200. Such records shall be furnished and available for inspection by the Department of Housing and Urban Development or any authorized representative of the City. Such records shall be retained by Subrecipient for at least five (5) years from the date of final payment and shall be available at the Subrecipient's offices at all reasonable times. If a claim, investigation or litigation is pending after what is assumed to be final payment that, in effect cancels the final payment date. The retention period will not begin until final settlement and conclusion of the claim, investigation or litigation.
12. Termination.
 - a. The City may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any Block Grant Funds at its discretion if Subrecipient:
 - i. violates any provision of this Agreement; or

- ii. violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
 - iii. violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
 - iv. fails to complete performance in a timely manner.
 - b. The City may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Subrecipient thirty (30) days written notice, in the event that the Secretary of HUD shall:
 - i. withdraw funds allocated to the City under City's application for program activities which substantially prevent performance of the Community Development program in the City;
 - ii. terminate the City's funding allocation pursuant to an Act of Congress; or
 - iii. fail to approve a grant application filed by the City.
 - c. The City may also terminate this Agreement with the consent of the Subrecipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - d. The Subrecipient may terminate this Agreement for cause upon written notification to the City, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, however, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraphs (a) or (c) of this section.
 - e. The City may terminate this Agreement for City's convenience by giving five (5) days advance, written notice of termination. In the event of termination for City's convenience, City shall pay for eligible costs incurred by Subrecipient prior to termination.
- 13. Any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. It is agreed that

any and all proceedings conducted in arbitrating any dispute under this Agreement shall be held in Springfield, Ohio.

14. It is agreed that Subrecipient shall have the status of an independent contractor under this Agreement. Subrecipient will pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments of filings in connection with the engagement of any persons or firms Subrecipient may use in performing its responsibilities under this Agreement.
15. Subrecipient warrants that all operations conducted by or pursuant to this Agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulation of whatever nature. Warning: It is unlawful for officials and employees of City to receive gratuities.
16. Subrecipient agrees to indemnify the City from any liability and to save the City harmless from any damage which the City may suffer as a result of acts or omissions of Subrecipient or any employee or agent of Subrecipient.
17. Failure of City to complain of any act or omission on the part of Subrecipient, no matter how long the same may continue, shall not be deemed to be a waiver by City of any of its rights hereunder. No waiver by City at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.
18. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.
19. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.
20. Subrecipient shall fully comply with all applicable provisions of the Americans with Disabilities Act of 1990 and all regulations issued in connection therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Assistant Law Director

BY: _____
Bryan Heck, City Manager

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

Finance Director

SBDC, INC.

BY: 

ATTACHMENT I

WORK PROGRAM

SMALL BUSINESS DEVELOPMENT CENTER SBDC, INC.

JULY 1, 2020 - JUNE 30, 2021

SECTION I - PROGRAM OBJECTIVES

THE MISSION

To help individuals start successful small businesses and grow existing businesses.

This mission is achieved through the two divisions of SBDC, Inc.:

The Small Business Development Center (SBDC),

Springfield Financial Group (SFG).

The Small Business Development Center has two program areas:

First, the Small Business Development Center assists startup and developing businesses with live training and networking events and counseling and business planning which will enhance their opportunity for success. Consulting prior to start-up is very helpful in identifying proper or advisable start-up steps and needs. Consulting services are provided free of charge to assist the entrepreneur in determining whether it's a feasible idea, or just a lot of hopes and dreams. Services include, but are not limited to basic business consulting, business plan projections, and loan packaging. SBDC, Inc. is one of a system of Small Business Development Centers in District 4 of the State of Ohio and through this system our clients have access to regional and statewide resources and a network, which will aid them with a start up, or their growth in Springfield and Clark County.

Secondly, Springfield Financial Group is the agent for The City of Springfield's and Clark County's Revolving Loan Program, Target Investment Loan Program, and Micro Enterprise Loan Program. Additionally, SBDC Inc. provides services for Clark County Development Corporation under an Administrative contract for loan origination, closing and servicing. SFG also is the agent for the State of Ohio Child Day Care Microenterprise Loan Fund which covers a nine county area. Through these alternative financing programs, small businesses are capable of obtaining financing at terms which would not be available to them otherwise.

SECTION II - AREAS OF SERVICE

Services are targeted to businesses and persons located in the City of Springfield and Clark County. However, for purposes of economic development efforts and business consulting services, persons located within adjoining counties are served by SBDC, Inc. and other members of the Ohio District 4 Small Business Development Center Partnership.

SECTION III - PROGRAM ACTIVITIES, GOALS AND OBJECTIVES FOR JULY 1, 2018- JUNE 30, 2019

A - Administrative

1. We will continue to evaluate staffing needs, abilities, skill enrichment and areas of responsibilities to better meet the needs of the organization, its customers, and the continued growth in services and programming during the next year.
2. We will continue to look for and select Board members who will be able to provide the needed expertise and skills to match with the strategic plan goals that have been established.
3. We have established Board committees made up of Board and non-Board members to work on implementation of goals and new directions. These committees will also help to expand the involvement of people in the community by serving on Board committees while not being voting Board members.

Board Committees are:

Executive,
Finance,
Marketing and Programs,
Loan Review Committee

4. We will seek to collaborate with community businesses, educational institutions and development organizations, which have conforming missions and goals.

B - Fiscal Management

1. We will continue to operate under and within the budget guidelines that have been established by the Board of Directors and approved by the City.
2. We will continue with the evaluation we are currently doing of meeting with all major vendors that we purchase from or have contracts with looking for cost savings and/or improved services. We will also pursue cost saving ideas and improved efficiencies.
3. We will continue to seek other funding sources and partners.

C - Business Consulting Services

1. We will seek to improve business consulting services as to quality and quantity through:
 - (a) maintain certified business analysts (CBA) certification.
 - (b) maintain a cadre of local business persons with particular skills and expertise as business consultants.
 - (c) seek utilization of Wittenberg University and Clark State Community College and students such as interns and marketing majors.
2. We will continue offerings of small business start-up training seminars to provide group consulting as well as educational transfer.
3. We will continue to offer seminars addressing timely business topics. These will both be on a no-charge as well as minimum fee basis.
4. We will continue to partner with business entities and community organizations to maximize our outreach efforts to reach those wanting to start a business, expand their existing business or purchase an existing business.

5. We will continue state and regional networking and training through the Small Business Development Centers region and statewide partnership.
6. We will continue to maintain our relationships and partnerships with the community organizations such as JVS, Wittenberg University, Clark State Community College, Junior Achievement, NAACP, Greater Springfield Chamber, Western Clark County Business Coalition and OIC to provide clients, education, and training.

E - Marketing

1. We will continue to promote the organization, its facilities, and services throughout the community by speaking engagements, meetings, mailings, paid advertising, radio talk shows and other networking opportunities.
2. We will develop, implement, and aggressively carry out a long-range Marketing Plan, which will promote awareness of the organization throughout the community. The Marketing Plan to encompass all SBDC programs and services. A Program-Marketing Board Committee will be responsible for guiding the marketing promotional efforts of the SBDC.
3. We will enter partnership with community organizations to increase new business creation.
4. We will target home-based business development as an avenue of opportunity for job creation.

Vision

The SBDC will increase the number, diversity and size of locally owned small businesses, which will retain and create a variety of jobs and improve the financial growth and independence of individuals, our community, and our region.

Strategies

1. We will provide programs that will help people understand what it takes to successfully launch, run, and grow a business.
 - * Training
 - * Consulting
 - * Mentoring

2. We will provide loans to individuals starting or growing their business; be the catalyst that makes a marginal loan successful.

TIMETABLE

All of the goals listed above will be put into effect or implemented during the July 1, 2020 through June 30, 2021 time period.

**ATTACHMENT II
WORK PROGRAM BUDGET**

**SBDC, Inc.
July 1, 2020 through June 30, 2021**

CDBG Administration	\$ 75,000
Other Administration	\$ 15,000
TOTAL	\$ 90,000

**ATTACHMENT III
REPORTING REQUIREMENTS**

SBDC, Inc

As part of the Subrecipient Funding Agreement between the City of Springfield and SBDC, Inc., monthly reports will be submitted to the City's Community Development Department each month for the preceding month throughout the program period.

The reports at a minimum shall contain:

1. General activities of the Center
2. Number of clients served
3. Counseling sessions held
4. Conferences and informational sessions sponsored and number of persons in attendance at each session.
5. Special reports as requested by City Staff on specific portions of the Center's activities.

The report distributed at the monthly Board meetings reporting on the preceding month's activities will serve to meet the monthly reporting requirements.

NOTE: All program files and documentation must be made available to City or Federal authorities monitoring the program and must be maintained by the SBDC for a period of not less than five (5) years.

**ATTACHMENT IV
CERTIFICATIONS, OTHER REGULATIONS**

1. Uniform Administrative Requirements

- a. Recipients and Subrecipients which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments", OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (implemented at 24 CFR Part 44), and OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments", (implemented at 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments")
- b. Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular No. A-110 (implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"):

1. Subpart A - "General";

2. Subpart B - "Pre-Award Requirements", except for Section 84.12, "Forms for Applying for Federal Assistance";

3. Subpart C - "Post Award Requirements", except for:

- (i) Section 84.22, "Payment Requirements". Grantees shall follow the standards of Section 85.20(b)(7) and 85.21 in making payments to subrecipients;
- (ii) Section 84.23, "Cost Sharing and Matching";
- (iii) Section 84.24, "Program Income". In lieu of 84.24, CDBG subrecipients shall follow Section 570.504;
- (iv) Section 84.25, "Revision of Budget and Program Plans";
- (v) Section 84.32, "Real Property". In lieu of the disposition provisions of Section 84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
- (vi) Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
- (vii) Section 84.52, "Financial Reporting";
- (ix) Section 84.53(b), "Retention and access requirements for records". Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in 84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24

CFR 91.250, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
(x) Section 84.61, "Termination". In lieu of the provisions of 84.61, CDBG subrecipients shall comply with Section 570.503(b)(7); and

4. Subpart D - "After-the-Award Requirements"; Except for Section 84.71, "Closeout Procedures".

2. Equal Opportunity

The Subrecipient agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement.
 - b. Title VIII of the Civil Rights Act of 1963 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
 - c. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the Regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to this agreement. Section 109 of the Act also directs that the prohibitions against discrimination on the basis of age, under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, shall also apply to any program or activity funded in whole or in part with funds made available pursuant to this Agreement.
 - d. Executive Order 11063, as amended, and the implementing regulations in 24 CFR part 6, on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
3. Labor Standards Provisions. The Subrecipient agrees to comply with Section 570.603, "Labor Standards" of the Regulations published by HUD for Community Development Block Grants.
4. Environmental Standards. The Subrecipient agrees to comply with any conditions resulting from the Community's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to activities set forth in Attachment I – Work Program.
5. National Flood Insurance Program. This agreement is subject to the requirements of Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. No portion of the assistance provided

under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

6. Acquisition/Relocation. This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, which govern the acquisition of real property and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition activities.

7. Employment and Contracting Opportunities.

The Subrecipient agrees to comply with:

- a. Executive Order 11246, as amended, implementing regulations at 41 CFR 60, requiring nondiscrimination and affirmative action to ensure that no person is discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment by Government Contractors and Subcontractors and under Federally assisted construction contracts.
 - b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR 135. Section 3 requires that employment opportunities arising in connection with public construction projects shall, to the extent feasible, and consistent with existing federal, state and local laws and regulations, be given to low- and very low-income persons.
8. Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R. The use of lead-based paint is prohibited whenever Community Development Block Grant funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with Block Grant funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.
 9. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients. Assistance under this agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR part 24.
 10. Conflict of Interest. The general rule is that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agency or subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this agreement, or who are in a position to participate in a decision making process or to

gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract or agreement with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

11. Eligibility Restrictions for Certain Resident Aliens. Certain newly legalized aliens, as described in 24 CFR 49, are not eligible for assistance funded by this agreement. Such assistance includes financial assistance, public services, jobs and access to new or rehabilitated housing or other facilities targeted to low and moderate income persons.
12. Subcontracting. All work or services covered by this Agreement, which is subcontracted by the Subrecipient shall be specified by written contract and subject to all provisions of this Agreement. All subcontracts must be approved by the Community prior to execution.
13. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
14. Historic Preservation. This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The Community must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
15. Architectural Barriers. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds must comply with the requirements of the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures and Appendix A to 41 CFR part 101-119, subpart 101-119.6, for general type buildings).
16. The Americans with Disabilities Act. This Agreement is subject to the requirements of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
17. Lobbying. Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending Federal, state, or local governments.
18. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by subrecipients shall include a provision for compliance with this Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
19. Davis-Bacon Act, as amended. All construction contracts awarded by subrecipients for more than \$2,000 under this agreement, shall require compliance with the above

named act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

20. Contract Work Hours and Safety Standards Act. All contracts awarded by subrecipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall require compliance with Sections 102 and 107 of the above named act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

ATTACHMENT V RECORDS TO BE MAINTAINED

Each Community shall establish and maintain sufficient records to enable the Secretary to determine whether they have met the requirements of this part. At a minimum, the following records are needed:

- a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and the provision of Subpart C under which it is eligible.
- b. Records demonstrating that each activity undertaken meets one of the criteria set forth in Section 570.208. (Where information on income by family size is required, the Community may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income (LMI) person" and "low- and moderate-income (LMI) household" (as applicable) at Section 570.3; or the Community may substitute a copy of a verifiable Certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 570.3 or the Community may substitute a notice that the assisted person is a referral from a State, county or local employment agency or other entity that agrees to refer individuals it determines to be LMI persons based on HUD's criteria and agrees to supporting these determinations.). Such records shall include the following information:
 - (1) For each activity determined to benefit LMI persons, the income limits applied and the point in time when the benefit was determined.
 - (2) For each activity determined to benefit LMI persons based on the area served by the activity:
 - (i) The boundaries of the service area;
 - (ii) The income characteristics of families and unrelated individuals in the service area; and
 - (iii) If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in Section 570.208 (a) (1) (ii).
 - (3) For each activity determined to benefit LMI persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively of predominantly LMI persons:
 - (i) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped adults, battered spouses, abused children, the homeless, persons living with AIDS, illiterate adults, or migrant farm workers, for which the regulations provide presumptive benefit to LMI persons; or
 - (ii) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or

- (iii) Data showing the size and annual income of the family or each person receiving the benefit.

(4) For each activity carried out for the purpose of providing or improving housing that is determined to benefit LMI persons:

- (i) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by LMI households after assistance;
- (ii) The total cost of the activity, including both CDBG and non-CDBG funds.
- (iii) For each unit occupied by LMI household, the size and income of the household;
- (iv) For rental housing only:
 - A. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - B. Such information as necessary to show the affordability of units occupied (or to be occupied) by LMI households pursuant to criteria established and made public by the Community;
- (v) For each property acquired on which there are no structures, evidence of commitments ensuring that the criteria in Section 570.208 (a) (3) will be met when the structures are built;
- (vi) Where applicable, records demonstrating that the activity qualifies under the special conditions at Section 570.208 (a) (3) (i); and
- (vii) For any homebuyer assistance activity qualifying under Sections 570.201 (e), 570.201 (n), or 570.204, identification of the applicable eligibility paragraph and evidence that the activity meets the eligibility criteria for that provision; for any such activity qualifying under Section 570.208 (a), the size and income of each homebuyer's household; and
- (viii) For a 570.201 (k) housing services activity, identification of the HOME project(s) or assistance that the housing services activity supports, and evidence that project(s) or assistance meet the HOME program income targeting requirements at 24 CFR 92.252 or 92.254.

(5) For each activity determined to benefit LMI persons based on the creation of jobs, the Community shall provide the documentation described in either (b)(5)(i) or (ii) of this section.

- (i) Where the Community chooses to document that at least 51 percent of the jobs will be available to LMI persons,

documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

- (1) A commitment by the business that it will make at least 51 percent of the jobs available to LMI persons and will provide training for any of those jobs requiring special skills or education;
- (2) A listing by job title of the permanent jobs to be created indicating which jobs will be available to LMI persons, which jobs require special skills or education, and which jobs are part time, if any; and
- (3) A description of actions to be taken by the community and business to ensure that LMI persons receive first consideration for those jobs; and

(B) A listing by job title of the permanent jobs filled, and which jobs were available to LMI persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which LMI persons were interviewed for a particular job; and which LMI persons were hired.

(ii) Where the Community chooses to document that at least 51 percent of the jobs will be held by LMI persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

- (1) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by LMI persons; and
- (2) A listing by job title of the permanent jobs to be created, identifying which are part time, if any;

(B) A listing by job title of the permanent jobs filled and which jobs were initially held by LMI persons; and

(C) For each such LMI person hired, the size and annual income of the person's family prior to the person being hired for the job.

(6) For each activity determined to benefit LMI persons based on the retention of jobs:

- (i) Evidence that in the absence of CDBG assistance jobs will be lost;
- (ii) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by LMI persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs

(other than those known to be held by LMI persons) which are projected to become available to LMI persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- (iii) For each retained job claimed to be held by a LMI person, information on the size and annual income of the person's family;
- (iv) For jobs claimed to be available to LMI persons based on job turnover, a description covering the items required for "available to" jobs in paragraph (b)(5) of this section; and
- (v) Where jobs were claimed to be available to LMI persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, LMI persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

(7) For purposes of documenting, pursuant to paragraphs (b)(5)(i)(B), (b)(5)(ii)(C), (b)(6)(iii) or (b)(6)(v) of this section, that the person for whom a job was either filled by or made available to a LMI person based upon the census tract where the person resides or in which the business is located, the community, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are LMI, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in Section 570.208(a)(4)(v), as applicable.

(8) For each activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area;

- (i) The boundaries of the area; and
- (ii) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in Section 570.208(b)(1).

(9) For each residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:

- (i) The local definition of "substandard";
- (ii) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

- (iii) Details and scope of CDBG-assisted rehabilitation, by structure.

(10) For each activity determined to aid in the prevention or elimination of slums or blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:

- (i) A description of the specific condition of blight or physical decay treated; and
- (ii) For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were identified and the details and scope of the CDBG assisted rehabilitation by structure.

(11) For each activity determined to aid in the prevention or elimination of slums or blight based on addressing slums or blight in an urban renewal area, a copy of the Urban Renewal Plan, as in effect at the time the activity is carried out, including maps and supporting documentation.

(12) For each activity determined to meet a community development need having a particular urgency:

- (i) Documentation concerning the nature and degree of seriousness of the condition requiring assistance;
- (ii) Evidence that the Community certified that the CDBG activity was designed to address the urgent need;
- (iii) Information on the timing of the development of the serious condition; and
- (iv) Evidence confirming that other financial resources to alleviate the need were not available.

- c. Records which demonstrate that the Community has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, and 570.309.
- d. Records which demonstrate compliance with Section 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 CFR Part 91, subpart B, for Entitlement Communities.
- f. Records which demonstrate compliance with the requirements in Section 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- g. Fair housing and equal opportunity records containing:

(1) Documentation of the analysis of impediments and the actions the community has carried out with its housing and community development

and other resources to remedy or ameliorate any impediments to fair housing choice in the community.

(2) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No Community is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(3) Data on employment in each of the Community's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex, age or handicap in operating units funded in whole or in part under this part.

(4) Data indicating the race and ethnicity of households (and the gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender, in covered programs.

(5) Documentation of actions undertaken to meet the requirements of Section 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u) relative to the hiring and training of lower income persons and the use of local businesses.

(6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of Community's affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

(7) Documentation of the affirmative action measures the community has taken to overcome prior discrimination, where the courts or HUD have found that the Community has previously discriminated against persons on the ground of race, color, national origin, or sex in administering a program or activity funded in whole or in part with CDBG funds.

- h. Financial records, in accordance with the applicable requirements listed in Section 570.502, including source documentation for entities not subject to parts 84 and 85 of this title. Grantees shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or project architect), and/or other documentation appropriate to the nature of the activity.
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in Section 570.513; and
- j. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT IV - Certifications, Other Regulations).

Request for Commission Action

City of Springfield, Ohio

Item Number: 128-20

Agenda Date: 6/16/2020

Today's Date: 6/10/2020

Subject: Access Agreement with Cascade Corporation

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:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Authorize the City Manager to enter into an Access Agreement with Cascade Corporation granting access to City property located in front of 625 South Arlington Avenue, Springfield, Ohio, and to permit the installation of a monitoring well in front of this property. Authorization is also needed for installation of four piezometers in front of 641 South Belmont Avenue, 535 South Belmont Avenue, 406 South Belmont Avenue and 401 South Arlington Avenue, Springfield, Ohio.

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

It is the recommendation of this office that City Commission authorized the City Manager to confirm and approve the Access Agreement with Cascade Corporation by emergency ordinance at their June 16th meeting so that the Contractor can begin work on June 22nd.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Access Agreement [2020 #1] with Cascade Corporation granting access to City right of way to permit the installation of a monitoring well and piezometers in front of several properties, and declaring an emergency therein.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately so that Cascade Corporation can install the monitoring well and piezometers to perform sampling and discover any potential pollutants as soon as possible, thereby preserving the public peace, property, health and safety, which 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 an Access Agreement [2020 #1], a copy of which is attached hereto and is hereby approved, with Cascade Corporation granting access to City right of way in front of 625 South Arlington Avenue, to permit the installation of a monitoring well, and in front of 641 South Belmont Avenue, 535 South Belmont Avenue, 406 South Belmont Avenue and 401 South Arlington Avenue to permit the installation of piezometers.

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

ACCESS AGREEMENT

[2020 #1]

THIS ACCESS AGREEMENT is made this ____ day of _____, 2020, by and among **THE CITY OF SPRINGFIELD, OHIO**, a municipal corporation with its office at 76 East High Street, Springfield, Ohio 45502, (herein referred to as "**Owner**") and **CASCADE CORPORATION** with an office at 2201 NE 201st Street, Fairview, OR 97204 (herein referred to as "**Licensee**").

Section 1. **Owner** hereby grants **Licensee**, its agents, contractors, and employees, with any associated equipment, access to the **Owner's** property to install monitoring wells in front of 625 S. Arlington Ave., and to install piezometers in front of 641 S. Belmont Ave., 535 S. Belmont Ave., 406 S. Belmont Ave., and 401 S. Arlington Ave., all in the vicinity of the **Licensee's** building at 2501 Sheridan Avenue, Springfield, OH, as described in **Exhibit A**, incorporated herein by this reference.

Section 2. **Licensee** agrees to indemnify the **Owner** for any personal injury or property damage directly caused by or arising from the activities stated in paragraph one of this Agreement.

Section 3. **Licensee** shall notify the **Owner's** City Engineer forty-eight (48) hours in advance of any work permitted under this Agreement. **Licensee** agrees to provide for the uninterrupted flow of traffic during all work in accordance with the manual of uniform traffic control devices.

Section 4. **Licensee** shall obtain all required street opening permits from the office of **Owner's** City Engineer. All pavement, curb, gutter, and sidewalks damaged shall be restored in accordance with City specifications and to the satisfaction of **Owner's** City Engineer.

Section 5. The monitoring wells to be constructed by **Licensee**, shall be constructed in strict conformance with the diagrams attached as **Exhibit B**, incorporated herein by this reference. All monitoring well components, including the casing pipe, shall be removed upon completion of the hydrogeologic assessment activities and the well shall be filled with bentonite slurry. All damage resulting to improvements to the City right-of-way as a result of the hydrogeologic assessment and installation and removal of the monitoring well shall be repaired in accordance with paragraph 4.

Section 6. **Licensee** hereby indemnifies and holds harmless **Owner** for any liability or potential liability, costs, expenses, litigation, clean-up costs, waste disposal costs, legal costs, accounting costs, consulting costs, engineering costs or any other expenses, including, without limitations, those costs and expenses, penalties and fines within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC Section 9601 et seq.) and all other federal, state and local environmental statutes, rules, ordinances and regulations related to any environmental contamination found on City owned property along Sheridan Street and adjacent to the property mentioned in paragraph 1 above [all of such costs and liabilities hereinafter collectively referred to as the "harm suffered"]; provided that if **Licensee** establishes that it neither

caused nor contributed to the harm suffered, then **Licensee** is relieved of its duty to indemnify and hold **Owner** harmless.

Section 7. **Licensee** shall pay to **Owner** a one time right-of-way occupancy rent of Five Hundred Dollars per well or piezometer (totaling \$2,500.00) with the signing of this Access Agreement and an additional annual right-of-way occupancy rent of Fifty Dollars per well (annually totaling \$250.00) in advance for subsequent calendar years in which the well is open and is not removed in compliance with Section 5, above. The annual right-of-way occupancy rent for each year shall be paid by **Licensee** in advance upon signing this Access Agreement and on each January 1 following the date of this Access Agreement. After a well has been removed in compliance with Section 5, above, the obligation to make the annual right-of-way occupancy rent payment for the removed well shall cease. There shall be no reimbursement of annual right-of-way occupancy rents for any portion of a calendar year during which a well was removed.

IN WITNESS WHEREOF, The City of Springfield, Ohio by Bryan Heck by its City Manager, and Licensee by its duly authorized representative have hereunto set their hands to duplicate originals as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Jill N. Allen Law Director

BY: _____
Bryan Heck, City Manager

CASCADE CORPORATION

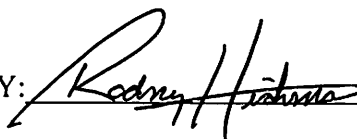
BY:  _____

EXHIBIT A
WELL AND PIEZOMETER LOCATIONS

Approximate address of new well (see **Figure 1** for placement):

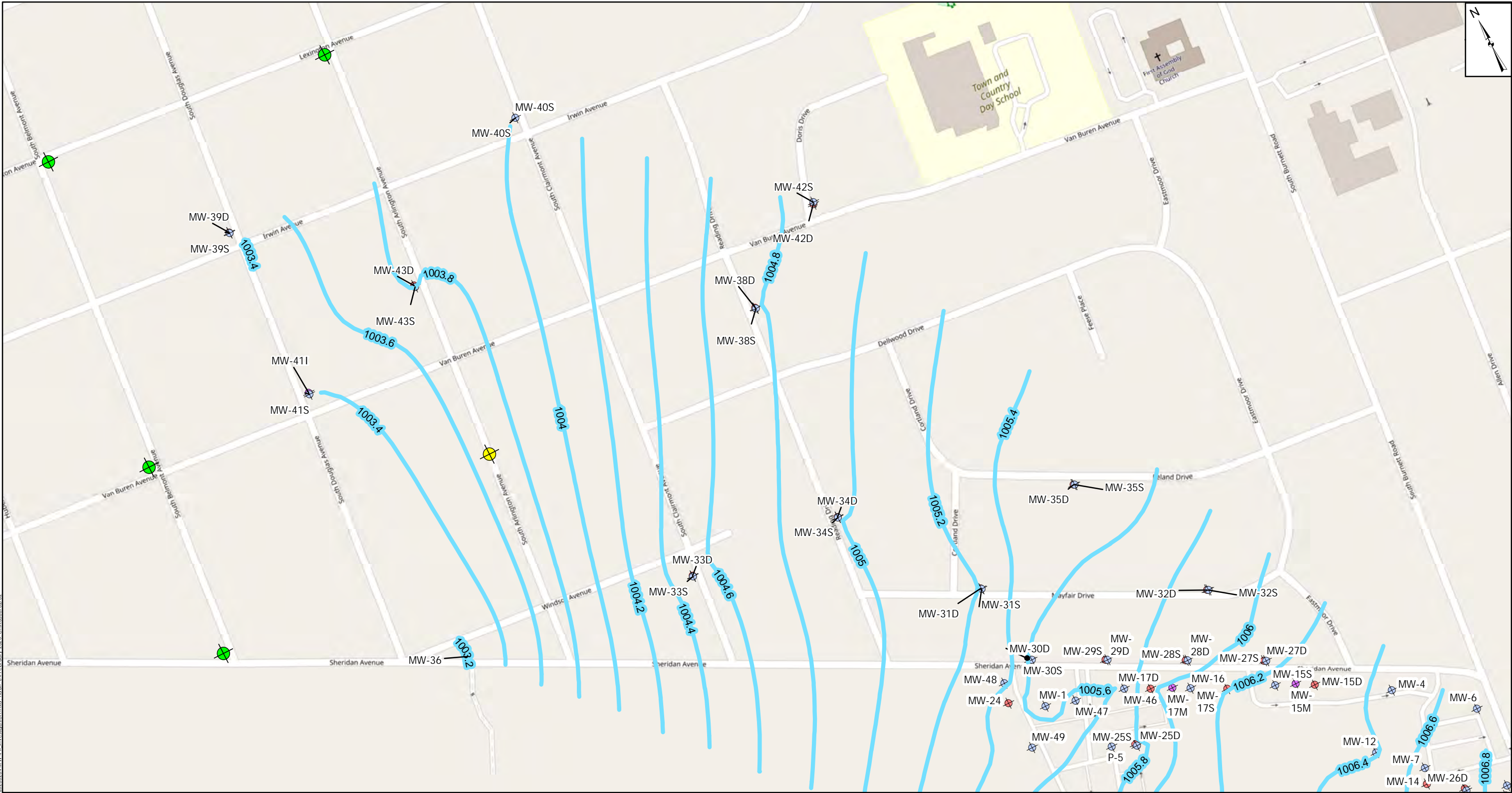
- 625 S. Arlington Ave (MW-50)

Approximate address of new piezometers (see **Figure 1** for placement):

- 641 S. Belmont Ave (P-9)
- 535 S. Belmont Ave (P-10)
- 406 S. Belmont Ave (P-11)
- 401 S. Arlington Ave (P-12)

Approximate address of wells to be decommissioned (see **Figure 2** for location):

- 722 Cortland Dr (MW-31D)
- 2508 Mayfair Dr (MW-32D)
- 2423 Leland Dr (MW-35D)
- Unaddressed Parcel 34007000223011025 at the intersection of Sheridan Ave and Windsor Ave (MW-36)
- 2032 Irwin Ave (MW-39D)
- 429 S Clairmont Ave (MW-40S)



Legend

Proposed Piezometer Locations

Proposed Monitoring Well Location

Water Level Contours

Deep

Intermediate

Recovery

Shallow

Notes

- Groundwater elevations were measured on 3/6/2019.
- Proposed monitoring well and piezometer locations are approximate

250 200 150 100 50 0 250 Feet

Proposed Piezometer and Monitoring Well Locations

MW-41I Investigation

Cascade Plant
Springfield, Ohio

Geosyntec consultants

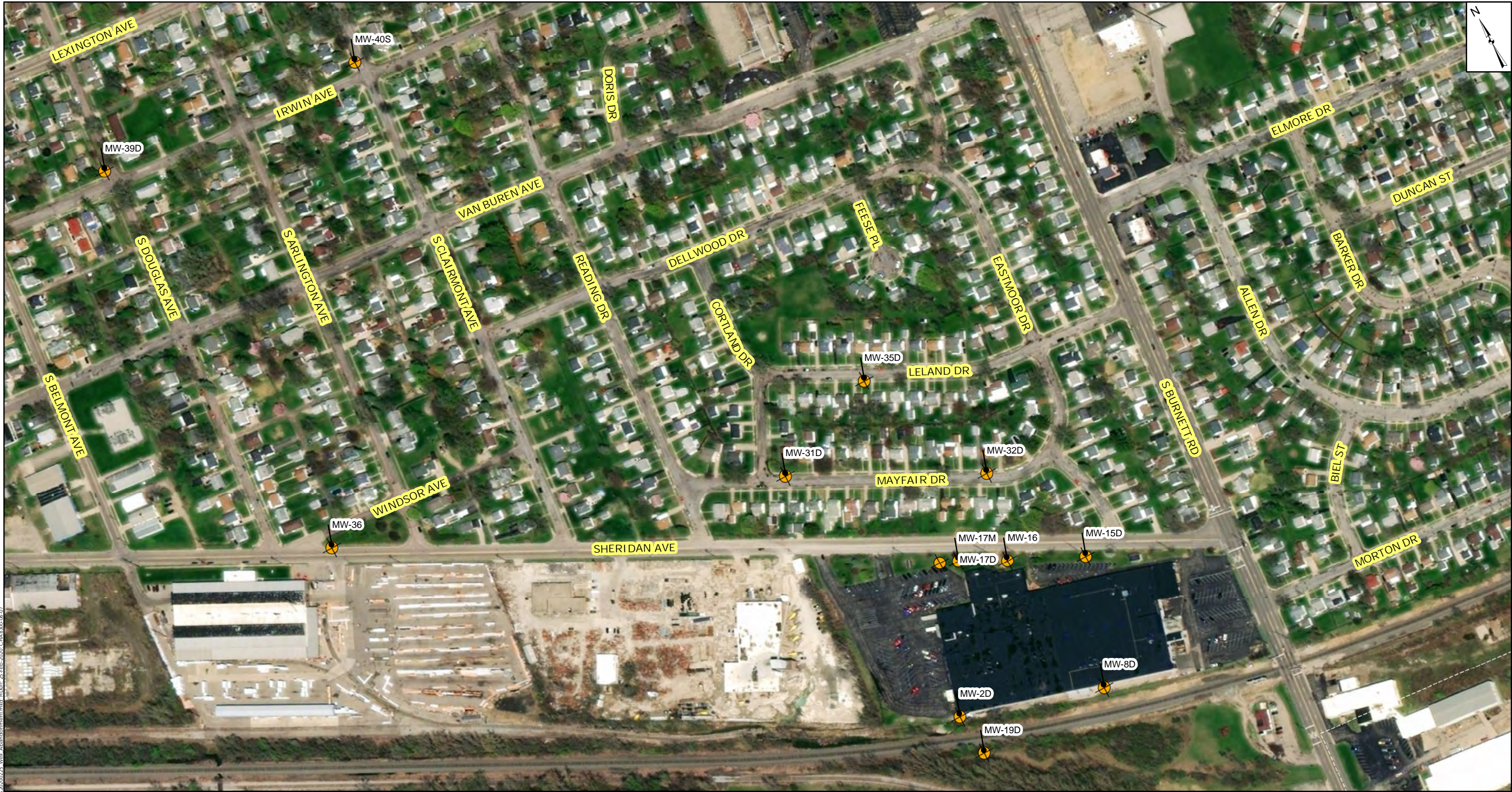
Columbus, Ohio

2/4/2020


Figure

1

Exhibit A




Legend

 Wells to Decommission

Notes

- Locations are approximate.
- Aerial imagery accessed from ArcGIS Online. Imagery taken September 24, 2013, provided courtesy of NAIP.

250 125 0 250 Feet



Well Locations **for Decommissioning**

Cascade Corporation
Springfield, Ohio

Geosyntec
consultants

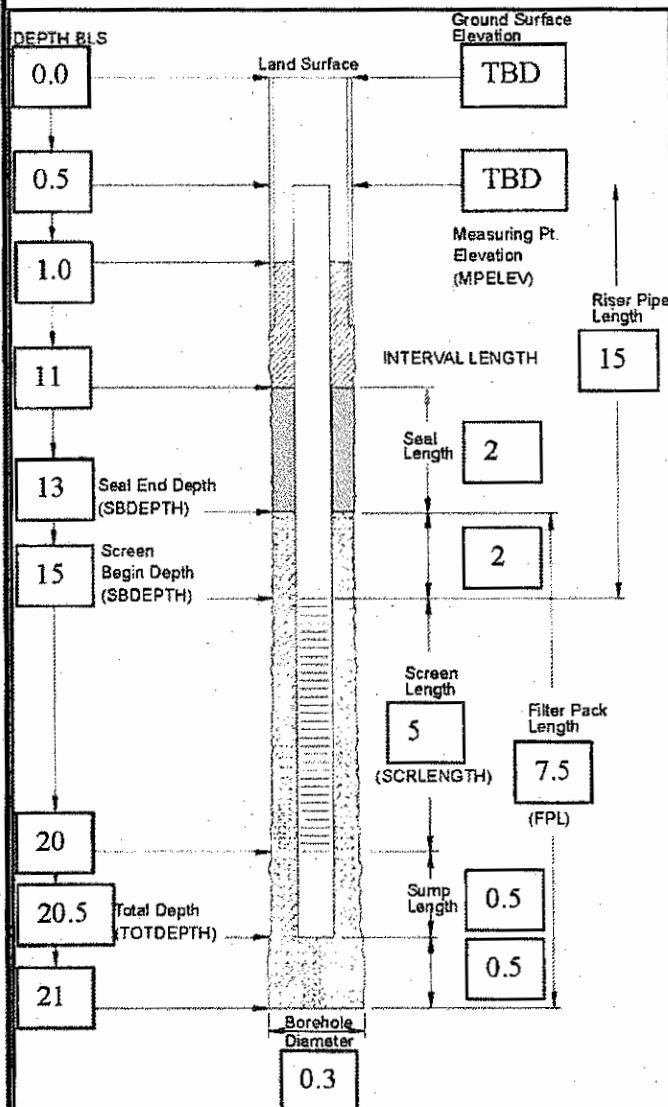
Columbus, Ohio

2020/2/25

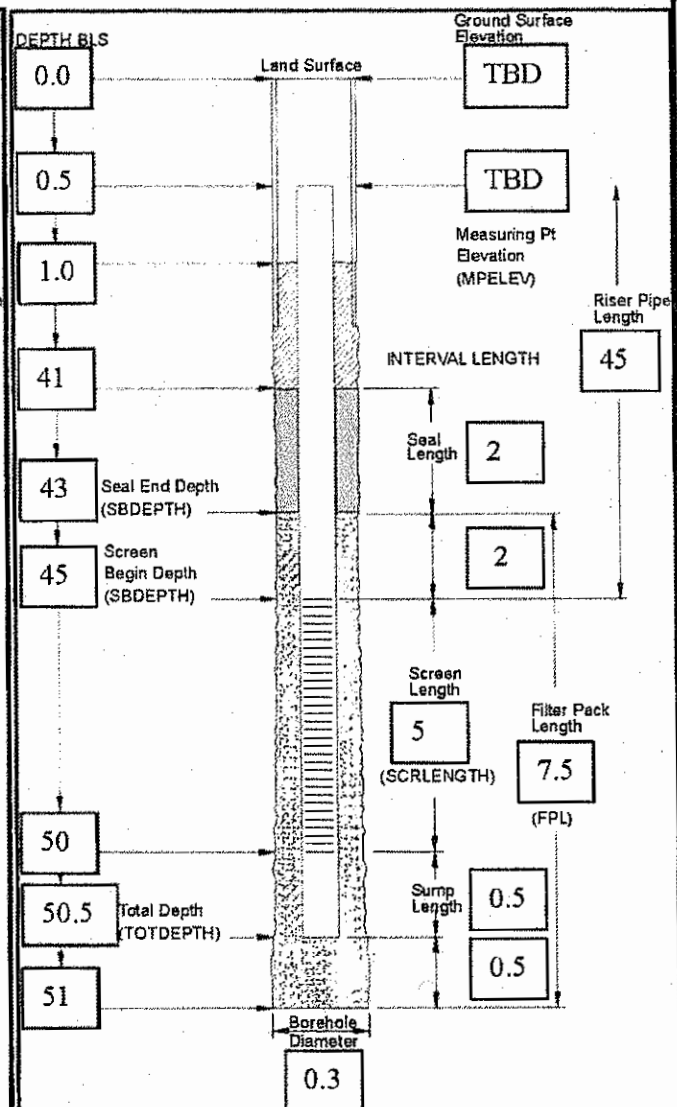
Figure
2

Exhibit A

Shallow Well Detail



Deep Well Detail



Notes:

1. Drawings are not to scale
2. Units are in feet
3. TBD – to be determined
4. BLS – below land surface

Monitoring Well Details Springfield, Ohio

Geosyntec
consultants

Figure
1

Ann Arbor

19 February 2013

Exhibit B

Request for Commission Action

City of Springfield, Ohio

Item Number: 266-14

Agenda Date: 6/16/20

Today's Date: 6/18/2020

Subject: Change Order No. 1 with J & J Schlaegel, Inc., for CLA – N Belmont Ave Recon, Phase 2
PID 94814 REBID

Submitted By: Kurt Tyson, Construction Superintendent

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:** 19-194

**Date of Prior
Ordinance/Resolution:** 7/2/19

Summary:

As work continues on this project, an additional 367 LF of 6" underdrain is being added from Station 104+00 to the catch basin at Station 107+67. In addition, minor changes in quantities for the utility work done to date have been made.

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

In order to compensate the contractor for these changes to the project, it is the recommendation of this office that City Commission confirm and approve and authorize the City Manager to execute this change order in the amount of \$26,612.00 by emergency ordinance at their June 16th meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Service / Engineering	ODOT		\$ 22,673.60
Service / Engineering	OPWC		\$ 5,668.40
Service / Engineering	Water	221127-6050 (718)	(\$ 8,670.00)
Service / Engineering	Sewer	331207-6050 (718)	\$ 6,940.00

Total Cost: \$ 22,612.00

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CLA Belmont Avenue Reconstruction Phase 2 Project, PID No. 94814, Rebid, to increase the contract in an amount not to exceed \$26,612.00, for a total amount not to exceed \$2,637,781.37; and authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency therein.

...oooOOOooo...

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

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CLA Belmont Avenue Reconstruction Phase 2 Project, PID No. 94814, Rebid, to increase the contract in an amount not to exceed \$26,612.00, for a total amount not to exceed \$2,637,781.37.

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

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER (1) One

DATE June 10, 2020

TYPE OF PROJECT: CLA - N. Belmont Ave. Recon, Phase 2, PID 94814 REBID

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

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$51,882.00
TOTAL DECREASE		(\$25,270.00)	

The sum of \$26,612.00 is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$2,637,781.37.

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

ACCEPTED BY: _____

Contractor

RECOMMENDED BY: _____

Construction Superintendent

APPROVED BY: _____

City Manager

6-10-20
Date

6/10/2020
Date

Date

CONTRACT CHANGE ORDER

CLA - N Belmont Ave Recon, Phase 2-PID 94814 REBID			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
803	15" Conduit, Type B 164 FT @ \$82.00		\$13,448.00
804	Catch Basin, No. 1, As Per Plan 1 EA @ \$3,150.00		\$3,150.00
838	12" Water Main (35) FT @ \$125.00	(\$4,375.00)	
SPEC	12" Water Main Lowering 27 FT @ \$150.00		\$4,050.00
841	3'4" Property Service, As Per Plan 2 EA @ \$2,150.00		\$4,300.00
841	3/4" Property Service with Meter Box, As Per Plan 3 EA @ \$2,750.00		\$8,250.00
SPEC	Cut and Plug Water Service (21) EA @ \$995.00	(\$20,895.00)	
803	6" Conduit, Type A, As Per Plan 24 FT @ \$185.00		\$4,440.00
803	8" x 6" Sanitary Service Connection 1 EA @ \$2,500.00		\$2,500.00
SPEC	Addition of 800 LF of 6" Underdrain 1 LS @ \$11,744.00		\$11,744.00
TOTAL INCREASE			\$51,882.00
TOTAL DECREASE		(\$25,270.00)	

Request for Commission Action

City of Springfield, Ohio

Item Number: 070-20

Agenda Date: 06/16/2020

Today's Date: 06/10/2020

Subject: Amend Ord 20-66 for the 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: 20-66

Date of Prior
Ordinance/Resolution: 02/25/2020

Summary:

It is respectfully requested that City Commission amend Ordinance #20-66 to increase the cost of the WTP relocation underground electric/communication cables with Triec Electrical Services, 1630 Progress Drive, Springfield, Ohio 45505 by \$18,148.00. The new total of the project is \$74,660.00. This expenditure is being made through The State of Ohio Department of Administrative Services (ODAS) Contract #MMA7592.

The change is needed because there is additional work that needs to be completed that was unknown at the time of the original quote.

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 May 28, 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	\$18,148.00

Total Cost: \$74,660.00

AN ORDINANCE NO. _____

Amending Ordinance No. 20-66 to authorize the relocation of the underground electric/communication cables at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$74,660.00, 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, additional required work has been identified that was unknown at the time this Commission passed Ordinance No. 20-66, thereby requiring an amendment to Ordinance No. 20-66 to authorize the funds for the additional required work; 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 A. That Section 1 of Ordinance No. 20-66 is hereby amended to read as follows:

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 \$74,660.00, 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 B. 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