

CITY COMMISSION AGENDA

June 2, 2020

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will hold a special VIRTUAL legislative meeting at 10:00 AM on Tuesday, June 2, 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:

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.

SECOND READINGS – ORDINANCES

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

058-20 Amending the Zoning Map of Springfield, Ohio by rezoning 1.22 acres, being Parcel No. 3400600005427031, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

114-20 Authorizing the issuance of a purchase order for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00.

261-19 Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; and authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement amendment and to comply with all relevant local, state and federal legal requirements.

EMERGENCY ORDINANCES

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

113-20 Adopting a Southwest Downtown Urban Renewal Plan Amendment #5.

103-19 Authorizing the City Manager to enter into an Addendum to the current Services Agreement with DATAMATX, Inc. for utility bill printing, mailing and electronic bill payment and presentment services for the period of June 11, 2020 through June 10, 2021, for an amount not to exceed \$48,000.00; authorizing an additional expenditure in an amount not to exceed \$147,000.00 to reimburse DATAMATX, Inc. for postage expenses.

181-19 Authorizing an increased expenditure in an amount not to exceed \$20,000.00, for a total expenditure not to exceed \$100,000.00 to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191.

119-20 Authorizing an expenditure in an amount not to exceed \$100,000.00 to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191.

120-20 Authorizing the City Manager to apply for and accept, if awarded, a FY2020 Bulletproof Vest Partnership Award in an amount up to \$25,907.00 from the Bureau of Justice Assistance; authorizing the City Manager, Finance Director, Law Director and Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

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

Bryan Heck
City Manager

Request for Commission Action

City of Springfield, Ohio

Item Number: 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>
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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.

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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

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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:** 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.

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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

☒ **14-Day Ordinance**

☐ **Emergency Ordinance (provide justification below)**

☐ **Resolution (1 Reading)**

☐ **14-Day Resolution (2 Readings)**

☐ **Emergency Resolution**

☐ **Motion**

☐ **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.

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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.

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 1.22 acres, being Parcel No. 3400600005427031, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

...oooOOOooo...

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

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 1.22 acres, being Parcel No. 3400600005427031 and bordering West North Street, South Yellow Springs Street and West Columbia Street, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

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

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

PASSED this _____ day _____, A.D., 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: 114-20

Agenda Date: 5/19/2020

Today's Date: 05/6/2020

Subject: Purchase of Two (2) Stainless Steel Dump Bodies

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Jim Crews, Fleet Supt.

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to purchase two (2) stainless steel dump bodies from Kaffenbarger Truck Equipment, 10100 Ballentine Pike, New Carlisle, OH 45344 for use by the Service Department. The total cost shall not exceed \$182,890.00 This purchase is based on the lowest and best of one bid received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Department	401	910950-6030	\$182,890.00

Total Cost: \$182,890.00

AN ORDINANCE NO. _____

Authorizing the issuance of a purchase order for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received a bid for the purchase of two Stainless Steel Dump Bodies for use by the City's Service Division; and

WHEREAS, after receiving and reviewing the only bid submitted, the City's Purchasing Division has recommended the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00: NOW, THEREFORE:

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

Section 1. That the issuance of a purchase order is hereby authorized for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment, 10100 Ballentine Pike, New Carlisle, Ohio 45344, for an amount not to exceed \$182,890.00.

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

Section 3. That this 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: 261-19

Agenda Date: 5/19/2020

Today's Date: 5/12/2020

Subject: Shelter + Care 2 Grant Amendment

Submitted By: Shannon Meadows

Department: Community Development

Contact: Jackie Sudhoff

- | | | |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------|
| <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:** 19-286

**Date of Prior
Ordinance/Resolution:**

Summary:

Requesting Commission action authorizing the City Manager to enter into a Grant Agreement Amendment between the City of Springfield and the Department of Housing and Urban Development (HUD) for the Continuum of Care (Shelter + Care 2 Grant # OH0295L5E071810). This amendment shifts the grant from project based vouchers located at the St Vincent DePaul house to tenant based vouchers, which allows citywide unit selection.

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

Department/Division	Fund Description	Account Number	Actual Cost
CD			

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; and authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement amendment and to comply with all relevant local, state and federal legal requirements.

...oooOOOooo...

WHEREAS, the City has entered into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development pursuant to Ordinance No. 19-286; and

WHEREAS, the United States Department of Housing and Urban Development has provided the City with an amendment to said Grant Agreement to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; 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 Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development, a copy of which is attached hereto and is hereby approved, to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection.

Section 2. That the City Manager and the Director of Finance are hereby authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said amendment 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



U.S. Department of Housing and Urban Development
Columbus Field Office
Office of Community Planning and Development
200 North High Street
Columbus, Ohio 43215-2499

**GRANT AGREEMENT --- AMENDMENT
CONTINUUM OF CARE (CoC) HOMELESS PROGRAM**

RECIPIENT: City of Springfield

RECIPIENT TAX ID NUMBER: 31-6000056
DUNS NUMBER: 079426334

GRANT AMOUNT: \$33,352

PROJECT NUMBER: OH0295L5E071810

PROJECT NAME: Springfield St. Vincent DePaul

OPERATING START DATE: 12/01/2019

This Grant Agreement Amendment is made by and between the United States Department of Housing and Urban Development (HUD) and the above-named Recipient.

RECITALS

1. HUD and Recipient entered into the Grant Agreement, with an Operating Start Date of 12/01/2019, for the above project located in Springfield, Ohio.
2. Under the terms of the Grant Agreement, the Recipient received a grant from HUD to be used to carry out the project described in the Grant Agreement over a 1-year period. The term of that Grant Agreement will end 11/30/2020.
3. Recipient desires to amend the Grant Agreement to shift project code from Project Based to Tenant Based Component.
4. HUD has determined that the change is necessary to better serve eligible persons within the geographic area and to ensure that the priorities established by HUD are met.
5. HUD has reviewed the project and the performance of the Recipient and determined that the need for assistance for homeless persons continues within the jurisdiction within which the project is located, and the need for the project continues.
6. HUD's total funding obligation for this grant remains the same (\$33,352), with funds allocated as follows:

	<u>Original</u>
Rental Assistance	\$ 30,348
Administration	\$ 3,004
TOTAL	\$ 33,352

AGREEMENTS

1. The Grant Agreement is hereby changed to reflect the adjustments made in Recitals #3 and #6 above.
2. The effective date of this change is the date of execution by HUD as noted below.
3. All other provisions of the Grant Agreement remain unamended.

This agreement is hereby executed on behalf of the parties as follows:

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OF THE UNITED STATES OF AMERICA**

by the Secretary of Housing and Urban Development

BY: 

Rende' Ryles
Acting Director, Office of Community
Planning and Development



(Date)

RECIPIENT/GRANTEE

City of Springfield

Name of Organization

BY: _____

(Signature of Authorized Official)

(Typed Name and Title)

(Date)

Request for Commission Action

City of Springfield, Ohio

Item Number: 113-20

Agenda Date: 06/02/2020

Today's Date: 05/28/2020

Subject: Southwest Urban Renewal Plan Amendment #5

Submitted By: Stephen Thompson, Planning, Zoning, and Code Administrator

Department: Community Development

Contact: Stephen Thompson, 7674

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission amend the Southwest Urban Renewal Plan Amendment #5. This amendment will allow parcel # 3400600005427031, located in the area of N Yellow Springs St, W North St, and W Columbia St to be developed as an office and built to the standards of the Transitional Office Mixed Use Unified Plan Overlay District.

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

Emergency action is requested on this item. The potential property owner has deadlines to meet in order to secure Housing and Urban Development funding and not lose an option to purchase the property from Community Mercy Health Partners.

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

Total Cost: \$0.00

AN ORDINANCE NO. _____

Adopting a Southwest Downtown Urban Renewal Plan Amendment #5; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City of Springfield, Ohio adopted the Southwest Downtown Urban Renewal Plan as authorized in Ordinance No. 02-394, and amended in Ordinance Nos. 03-380, 05-109, 06-167 and 11-108; and

WHEREAS, Amendment No. 3 to the Southwest Downtown Urban Renewal Plan designated certain real property within the southwest downtown area as the “Core Area”; and

WHEREAS, this City Commission now wishes to amend the Southwest Downtown Urban Renewal Plan to remove 1.22 acres identified as Parcel No. 340-06-00005-427-0031 (“the Property”, from the Core Area, allowing Community Mercy Health Partners to sell the Property to Springfield Metropolitan Housing Authority for development; and

WHEREAS, the City Planning Board, which is the duly designated and acting official planning body for the City, has reviewed and considered the said Southwest Downtown Urban Renewal Plan Amendment #5; and

WHEREAS, the City Planning Board has submitted to this Commission its report recommending that the said Southwest Downtown Urban Renewal Plan Amendment #5 be adopted by the City and has certified that the said Southwest Downtown Urban Renewal Plan Amendment #5 conforms to the general plan for the City as a whole; and

WHEREAS, the City's Community Development Department has prepared and referred to this City Commission for review and approval the said Southwest Downtown Urban Renewal Plan Amendment #5 document, including the recommendations and certification of the City Planning Board and the recommendation of the City staff; and

WHEREAS, this City Commission has duly considered the report of the City Planning Board, the City Planning Board's recommendations, and the City Planning Board's certification; and

WHEREAS, this City Commission is in agreement with the recommendations of the City Planning Board and the recommendations of the City’s Community Development Department that the said Southwest Downtown Urban Renewal Plan Amendment #5 be approved and adopted and this City Commission finds that approval and adoption of the said Southwest Downtown Urban Renewal Plan Amendment #5 will serve to assist this City Commission in pursuing the proper public purpose of eliminating and preventing the reoccurrence of slum and

blight within the Southwest Downtown Urban Renewal Area (described in Amendment #5) and the preservation of the public health, safety and welfare in the Southwest Downtown Urban Renewal Area and the environs thereabout; and

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

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

Section 1. That this City Commission hereby adopts the findings set forth in the above recitals, which are made a part of this Ordinance, and further finds and determines that the said Southwest Downtown Urban Renewal Plan Amendment #5, a copy of which is attached hereto, conforms to the general plan of the City.

Section 2. That the said Southwest Downtown Urban Renewal Plan Amendment #5 having been duly reviewed and considered, is hereby approved and adopted, and the City Clerk is hereby directed to file said copy of the Southwest Downtown Urban Renewal Plan Amendment #5 with the minutes of this meeting.

Section 3. That it is hereby found and determined that the said Southwest Downtown Urban Renewal Plan Amendment #5 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the renewal of the area by private enterprise.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2020)

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

CLERK OF THE CITY COMMISSION

SOUTHWEST DOWNTOWN URBAN RENEWAL PLAN AMENDMENT #5

MODIFICATION OF THE CORE AREA

1. Recitals and Background

- A. The City of Springfield, Ohio (the "Municipality") adopted the Southwest Downtown Urban Renewal Plan, enacted by ordinance, on October 29th, 2002 (the "Plan"). Pursuant to Amendment #3, the Plan was amended to designate certain property within the southwest downtown area as the "Core Area."
- B. Subsequently, the Municipality and Community Mercy Health Partners (the "Hospital") entered into a Redevelopment Agreement dated May 31, 2006, (the "Redevelopment Agreement") by which the Hospital agreed to construct within the Core Area a state of the art medical services facility in order to secure long term downtown employment for Springfield residents and to foster economic growth for the Springfield community.
- C. The Hospital has completed its work under the Redevelopment Agreement. There remains, though, a small portion of the Core Area on which the medical services facility was not built and which the Hospital wishes to sell to Springfield Metropolitan Housing Authority for it to construct thereon a new building for its offices. This small area contains 1.22 acres, is identified as Parcel No. 340-06-00005-427-0031, and is described as the "Parcel 16 Tract" in the Municipal Warranty Deed recorded at Official Record Volume 1948, Page 310 (the "Property"). A copy of the Municipal Warranty Deed is attached hereto as **Exhibit A.**
- D. The Municipality now desires to further amend the Plan so to remove the Property from the Core Area, thus allowing Springfield Metropolitan Housing Authority to acquire the Property free from the development restrictions imposed by the requirements of the Core Area and by the Redevelopment Agreement.
- E. Amendment #3 of the Plan provides that the Plan may be amended as the Municipality now desires.

2. Amending Language

- A. The description of the "Core Area" in Amendment #3, "DESIGNATION OF "CORE AREA"" reads as follows:
 - a. *"The following portion of the Southwest Downtown Urban Renewal Area is designated as the "Core Area" in this urban renewal plan document and comprises an area of 49.16 acres (see Exhibit A) as is described as follows:*

Beginning at the point of intersection of the North right of way line of West North Street and East right of way line of Wittenberg Ave., thence north along the east right of way line of Wittenberg Ave northward to its intersection with the south right of way line of the Indiana and Ohio Railroad right of way, thence westward along the south right of way line of the Indiana and Ohio Railroad right of way to its intersection with the west property line of a parcel owned by Greenland Investments LTD. Said parcel also known as permanent parcel number 06-00005-414-001, thence southward along the east property line of said Greenland Investments LTD property to the southeast corner of that property, thence westward along the south property line of the Greenland Investments LTD property to its intersection with the east right of way line of North Yellow Springs Street, thence southward along the east right of way line of North Yellow Springs Street to its intersection with the north right of way line of Columbia Street, thence along the north right of way line of Columbia Street eastwardly to its intersection with the west right of way line of North Wittenberg Ave., thence northward along the west right of way line of North Wittenberg Ave to the south right of way line of the proposed eastern North Street realignment to its intersection with the west property line of a parcel of land owner by Joshua A Lephart said parcel also being known as permanent parcel number 07-00035-316-025, thence northward along the extended west property line of said parcel number 07-00035-316-025 owned by Joshua A Lephart to its intersection with the north right of line of West North Street, thence westward along the north right of way line of west North Street to the point of beginning of the parcel herein described said parcel containing approximately 49.16 acres of land more or less.

The balance of the territory included in the Southwest Downtown Urban Renewal Area is sometimes herein referred to as the "projected expansion area." "

- b. This section of Amendment #3 is hereby amended to except the following legal description of the Property from designation of the "CORE AREA":

Situate in Section 5, Town 4, Range 9 B.M.R.s, City of Springfield, Clark County, State of Ohio and being all of Lots 189 and 191 and parts of Lots 188 and 190 of James Demint's Second Plat as recorded in P.B. 4, Pg. 2 of the plat records of said county as conveyed to The City of Springfield, Ohio by nine instruments as recorded in O.R. Vol. 1767, Pg. 576, O.R. Vol. 1821, Pg. 2108, O.R. Vol. 1854 Pg. 1681, O.R. Vol. 1799, Pg. 87, O.R. Vol., 1793, Pg. 18, and O.R. Vol. 1804, Pg. 1414 of the deed records of said county and being more particularly bounded and described , per a survey performed by LJB Inc. in February 2009;

Beginning at a 5/8 inch iron pin set at the northwest corner of said Lot 189, said corner being at the intersection of the existing south right of way line of U.S. 40 (North Street a 66 foot right of way) and the existing east right of way line of North Yellow Springs Street (a 66 foot right of way) and existing east right of way line of North Yellow Springs Street (a 66 foot right of way), said pin being North 10° 56'00"

West a distance of 889.55 feet from NGS Control Monument Clark #70 and the TRUE POINT OF BEGINNING, witness a 5/8 inch iron pin found bearing South 84° 47' 04" East 2.47 feet;

Thence along the existing south right of way line of U.S. 40 (North Street) and the north line of said Lots 188 South 84° 47' 04" East for a distance of 127.67 feet to a 5/8 inch iron pin set at the northeast corner of said Part Lot 188 and at a northwest corner of a 1.664 acre tract conveyed to Springfield Venture, LLC. by instrument recorded in O.R. Vol. 1289, Pg. 78 of the deed records of said county;

Thence along the westerly line of said 1.664 acre tract the following three courses:

- 1) South 05° 12' 50" West for a distance of 197.94 feet to a 5/8 inch iron pin set in the south line of Lot 188 and the north line of Lot 190;*
- 2) South 84° 45' 03" E for a distance of 22.95 feet to a 5/8 inch iron pin found;*
- 3) South 5° 33' 54" West for a total distance of 198.57, passing a 5/8 inch iron pin found at 197.78 feet to the south line of Lot 190 and the north right of way of West Columbia Street (a 66 foot right of way);*

Thence with the north line of West Columbia Road and the south lines of said lots 190 and 191 North 84° 43' 03" West for a distance of 149.14 feet to a 5/8 inch iron pin set at the southwest corner of Lot 191 and in the east right of way of North Yellow Springs Street, reference a mag nail found bearing South 30° 04' 20" West a distance of 0.99 feet;

Thence along the west line of said Lots 191 and 189 and along said east right of way line North 05° 10' 32" East for a distance of 396.34 feet to the TRUE POINT OF BEGINNING. Contains 1.263 acres, more or less, and is subject to all legal easements and restrictions on record.

Iron pins set in the above description are 5/8 inch by 30 inch reinforcing rods with plastic caps stamped "LJB INC."

This description is based upon a field survey made in February of 2009 and boundary resolution performed by LJB Inc., under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

The description for this parcel above was prepared and reviewed on September 28, 2009 under the supervision of James P. Benedict, Ohio Registered Surveyor Number 6583.

The above description area is contained within Clark County Auditor's Parcel Identification Number 340-06-00005-427-031.

The basis of bearings for this project is based upon a GPS control survey with the following parameters: Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 29.

*Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03.
Coordinate System: Ground. Control Monuments Used: CLARK #70, CLARK #87 AZ.
Parcel No. 340-06-00005-427-031.*

- c. The Property is hereby removed from the Core Area and the land restrictions and building restrictions described therein. With this removal of the Property from the Core Area, the Municipality also acknowledges that the terms and conditions of the Redevelopment Agreement no longer apply to the Property.
- d. The Property is removed from the "CORE AREA" but is not removed from the overlaying "Southwest Downtown Urban Renewal Area."
- e. The following building restrictions are imposed on the Property through this Agreement, and will remain in effect unless further modified by additional amendments to the Southwest Downtown Urban Renewal Plan.
 - i. Required
 - 1. Maximum Setback: 10 feet
 - a. Setback applies to all wall surfaces. Buildings can have varying "setbacks" that form entrances, atriums, urban parks, express structural elements, create special exhibit areas, planters, etc.
 - 2. Floor Area Ratio: 3
 - 3. Building Standards:
 - a. Building facades facing public streets shall incorporate a main entrance door on the street. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas, or courtyard entrances to a cluster of shops or businesses.
 - b. For commercial uses, at least sixty (60) percent of each building façade facing public streets shall be transparent window glass or open from a height of 3 to 9 feet (See Graphic: Window Glass and Transparency).
 - c. For all non-single family residential uses, at least thirty (30) percent of each building façade facing public streets shall be

transparent window glass or open (See Graphic: Window Glass and Transparency) .

- d. Building façades shall be a minimum of two (2) stories [twenty (20) feet] in height from the nearest street grade. If the building does not actually have at least two (2) stories, then it shall have appropriate architectural detail to appear to have a second story. This may be accomplished by extending the façade to a height of twenty (20) feet.

4. Parking:

- a. Parking must be provided in rear of building. In locations where a "rear" yard fronts a street or is visible within 150 feet of a street, all parking must be screened using urban screening or if 1/4 mile from core block evergreen is screening permitted (See Graphic: Urban Screening). Urban screening shall consist of a natural stone or brick material and iron or similar material. Urban screening shall consist of a minimum of 10 percent opacity by including, at a minimum, one masonry post once every 10 feet. The materials for screening and their placement shall comply with the requirements of Subsection 1156.01 and 1161.02(h).
- b. Shared parking must be used wherever possible.
- c. No off-street parking is required for nonresidential uses unless such uses exceed 3,000 square feet of gross floor area, in which case off-street parking must be provided for the floor area in excess of 3,000 square feet.

5. Exterior Materials:

- a. Hard surfaced exterior wall materials are required for all nonresidential uses. This can include brick, parged block (at service areas, locations that might be used for wall murals), painted brick, stone and plaster/stucco.

- b. Materials used on exterior walls and roofs shall not be more than 30 percent highly reflective glass, such as tempered or mirrored glass. Highly tinted glass or glass tinted in unnatural colors or with a highly reflective finish should be avoided.
 - c. Exterior materials may artificially simulate natural materials that they are not.
 - d. Prohibited exterior materials for all nonresidential uses include corrugated metal panels, siding, and wood used as a finish material, shall be prohibited on visible elevations. Visible elevations are those elevation visual from a public street or parking area.
 - e. Exterior building lighting shall be required for new buildings.
 - f. Ornamental or decorative lights mounted with brackets and emblem sign lights shall be used.
- f. The following Right of Way improvement restrictions are imposed on the Property through this Agreement, and will remain in effect unless further modified by additional amendments to the Southwest Downtown Urban Renewal Plan.
 - i. Curb/Gutter -Required Material type: Concrete
 - ii. Mastarm - Required Material type: Black
 - iii. Utility Strip - Required Material type: Grass
 - iv. Street trees – Required: every 80 feet Golden Rain Tree, or other approved tree from approved listed street tree, alternating with elevated planters
 - v. Elevated Planters– Required: every 80 feet, alternating with trees
 - vi. Street Lights -Required Material type: Strenberg 14’ Richmond Poles no hanging planters and banner arm
 - vii. Benches – Required Material type: as appropriate, per request of property owner or City DuMor 140 Series
 - viii. Trash receptacles- Required: as appropriate, per request of property owner or City DuMor 157-32-25BT.
 - ix. Elevated Planters to be used in medians.

g. A map highlighting the Property is attached to this Amendment #5 as Exhibit B.

3. Remainder

- a. Anything not specifically addressed in the Southwest Downtown Urban Renewal Plan as amended by this Amendment #5 remains unchanged and fully enforceable.

The City of Springfield, Ohio

Approved as to form:

Bryan Heck, City Manager

Jason T. Irick
Assistant Law Director



BK: 1948 PG: 310

APPROVED
CLARK COUNTY MAP DEPT13.5.
DEC 22 2011

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

Transferred
Sale Price <u>none</u>
3962 DEC 22 2011 JH
John S. Federer Auditor

201100017303
 Filed for Record in
 CLARK COUNTY, OH
 NANCY FENCE, RECORDER
 12-22-2011 At 11:38 am.
 WARRANTY 52.00
 OR Volume 1948 Page 310 - 314

MUNICIPAL LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **THE CITY OF SPRINGFIELD, OHIO**, a municipal corporation of the State of Ohio, the Grantor herein, for good and valuable consideration received and to be received of **COMMUNITY MERCY HEALTH PARTNERS**, an Ohio not for profit corporation and the Grantee herein, whose tax mailing address is 2615 East High Street, Springfield, Ohio 45505, which other good and valuable consideration is further described in the Redevelopment Agreement between Grantor and Grantee dated effective May 31, 2006, a copy of which is on file in the office of the Finance Director of The City of Springfield, Ohio, does hereby grant, with limited warranty covenants, unto the said Grantee, its successors and assigns, the following described parcels of real estate (hereinafter referred to as "the Property") to wit:

Phase III Tract:

Situated in the State of Ohio, County of Clark, City of Springfield, and being part of Section 5, Town 4, Range 9, B.M.R.S. (Between the Miami River Survey) and part of Section 35, Town 5, Range 9, B.M.R.S. (Between the Miami River Survey) and being further described as follows:

Being all of Lot A, Lot B and Lot C of the Springfield Regional Medical Center Phase III plat as the same is numbered and designated in Vol. 18, Page 292 of the Plat Records of Clark County, Ohio (doc. # 2011-00008017).

Parcels No. 340-07-00035-326-001, 340-07-00035-327-001 and
 340-07-00035-327-002.

201100017303
 JAMES PEIFER
 HOLD



BK: 1948 PG: 311

Parcel 16 Tract

Situate in Section 5, Town 4, Range 9 B.M.R.s, City of Springfield, Clark County, State of Ohio and being all of Lots 189 and 191 and part of Lots 188 and 190 of James Demint's Second Plat as recorded in P.B. 4, Pg. 2 of the plat records of said county as conveyed to The City of Springfield, Ohio by nine instruments as recorded in O.R. Vol. 1767, Pg. 576, O.R. Vol. 1821, Pg. 2108, O.R. Vol. 1795, Pg. 2331, O.R. Vol. 1755, Pg. 2299, O.R. Vol. 1756, Pg. 329, O.R. Vol. 1854, Pg. 1681, O.R. Vol. 1799, Pg. 87, O.R. Vol., 1793, Pg. 18, and O.R. Vol. 1804, Pg. 1414 of the deed records of said county and being more particularly bounded and described, per a survey performed by LJB Inc. in February 2009;

Beginning at a 5/8 inch iron pin set at the northwest corner of said Lot 189, said corner being at the intersection of the existing south right of way line of U.S. 40 (North Street a 66 foot right of way) and the existing east right of way line of North Yellow Springs Street (a 66 foot right of way), said pin being North 10° 56' 00" West a distance of 889.55 feet from NGS Control Monument Clark #70 and the **TRUE POINT OF BEGINNING**, witness a 5/8 inch iron pin found bearing South 84° 47' 04" East 2.47 feet;

Thence along the existing south right of way line of U.S. 40 (North Street) and the north line of said Lots 188 and 189 South 84° 47' 04" East for a distance of 127.67 feet to a 5/8 inch iron pin set at the northeast corner of said Part Lot 188 and at a northwest corner of a 1.664 acre tract conveyed to Springfield Venture, LLC. by instrument recorded in O.R. Vol. 1289, Pg. 78 of the deed records of said county;

Thence along the westerly line of said 1.664 acre tract the following three courses:

- 1) South 05° 12' 50" West for a distance of 197.94 feet to a 5/8 inch iron pin set in the south line of Lot 188 and the north line of Lot 190;
- 2) South 84° 45' 03" E for a distance of 22.95 feet to a 5/8 inch iron pin found;
- 3) South 5° 33' 54" West for a total distance of 198.57 feet, passing a 5/8 inch iron pin found at 197.78 feet to the south line of Lot 190 and the north right of way of West Columbia Street (a 66 foot right of way);



BK: 1948 PG: 312

Thence with the north line of West Columbia Road and the south lines of said Lots 190 and 191 North $84^{\circ} 43' 03''$ West for a distance of 149.14 feet to a 5/8 inch iron pin set at the southwest corner of Lot 191 and in the east right of way of North Yellow Springs Street, reference a mag nail found bearing South $30^{\circ} 04' 20''$ West a distance of 0.99 feet;

Thence along the west line of said Lots 191 and 189 and along said east right of way line North $05^{\circ} 10' 32''$ East for a distance of 396.34 feet to the **TRUE POINT OF BEGINNING**. Contains 1.263 acres, more or less, and is subject to all legal easements and restrictions of record.

Iron pins set in the above description are 5/8 inch by 30 inch reinforcing rods with plastic caps stamped "LJB INC."

This description is based upon a field survey made in February of 2009 and boundary resolution performed by LJB Inc., under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

The description for this parcel above was prepared and reviewed on September 28, 2009 under the supervision of James P. Benedict, Ohio Registered Surveyor Number 6583.

The above described area is contained within Clark County Auditor's Parcel Identification Number 340-06-00005-427-031.

The basis of bearings for this project is based upon a GPS control survey with the following parameters: Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 29. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: CLARK #70, CLARK #87AZ.

Parcel No. 340-06-00005-427-031.

TO HAVE AND TO HOLD the Property with the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the Property, or any part thereof, but they or anyone of them shall by these presents be excluded and forever barred.



BK: 1948 PG: 313

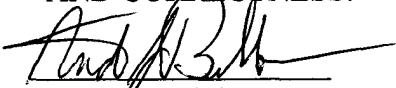
THE INTEREST CONVEYED HEREBY IS SUBJECT TO urban renewal covenants and restrictions, dated August 4, 2011, recorded in the Official Records of the Clark County Recorder on August 9, 2011, in Volume 1936, Pages 2685-2693.

Reservation of Temporary Construction Easements

Grantor reserves to itself a the temporary construction easements described in City of Springfield Ordinance No. 10-138. The said temporary construction easements shall automatically expire upon completion of construction of the realignment of North Street as anticipated in The City of Springfield, Ohio's Southwest Downtown Urban Renewal Plan, being the urban renewal plan mentioned in the said urban renewal covenants.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their duly authorized officers this 10 day of October, 2011.


APPROVED AS TO FORM
AND CORRECTNESS:


Deputy Law Director
Andrew J. Burkholder

THE CITY OF SPRINGFIELD, OHIO

By: 
James A. Bodenmiller, City Manager

COMMUNITY MERCY HEALTH
PARTNERS

By: 
Mark S. Weiner, President



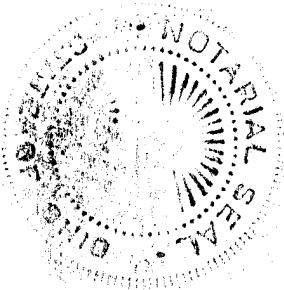
BK: 1948 PG: 314

STATE OF OHIO)
COUNTY OF CLARK)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared James A. Bodenmiller, City Manager of The City of Springfield, Ohio who acknowledges that he signed the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 10 day of Oct, 2011.



Notary Public

Andrew J. Burkholder, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF OHIO)
COUNTY OF CLARK)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared Mark S. Weiner, President of Community Mercy Health Partners who acknowledges that he signed the foregoing instrument as the fully authorized officer of Community Mercy Health Partners, a corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed.

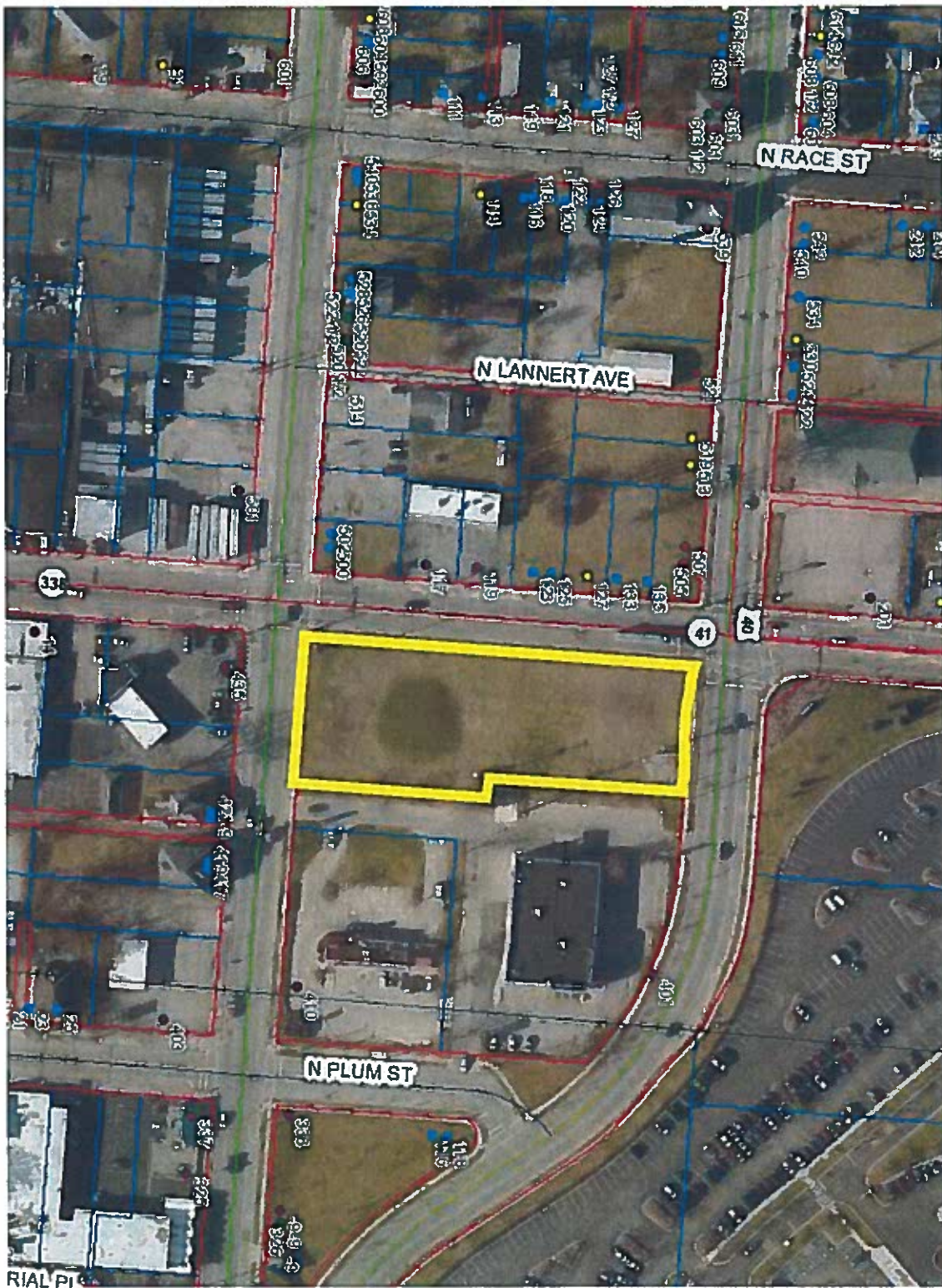
In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 19th day of December, 2011.



Notary Public

JULIE A. CRAFT
Notary Public, State of Ohio
My Commission Expires: 10-22-2012

This instrument prepared by The City of Springfield, Ohio.



Request for Commission Action

City of Springfield, Ohio

Item Number: 103-19

Agenda Date: 6/2/2020

Today's Date: 5/20/2020

Subject: Continuation of Bill-Printing Services

Submitted By: Mark Beckdahl

Department: Finance

Contact: Andrew Luttrell, x7745

- | | | |
|-------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------|
| <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: 19-121

Date of Prior
Ordinance/Resolution: 5/7/2019

Summary:

It is respectfully requested that the City Commission authorize the City Manager to grant an extension of the contract with DATAMATX, Inc. for utility bill printing, mailing, and electronic bill payment and presentment services, for an amount not to exceed \$48,000.00 for the period June 11, 2020 through June 10, 2021; and authorizing an additional expenditure in an amount not to exceed \$147,000 to reimburse DATAMATX, Inc. for their postage expenses.

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

Existing contract will expire on June 10, 2020.

Department/Division	Fund Description	Account Number	Actual Cost
Finance/Utility Billing	620 – Water Revenue	320176-4070	\$ 48,000.00
Finance/Utility Billing	620 – Water Revenue	320176-4301	\$147,000.00

Total Cost: \$ 195,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Addendum to the current Services Agreement with DATAMATX, Inc. for utility bill printing, mailing and electronic bill payment and presentment services for the period of June 11, 2020 through June 10, 2021, for an amount not to exceed \$48,000.00; authorizing an additional expenditure in an amount not to exceed \$147,000.00 to reimburse DATAMATX, Inc. for postage expenses; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City entered into an Agreement with DATAMATX for utility bill printing, mailing and electronic bill payment and presentation services pursuant to Ordinance No. 19-121; and

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

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

Section 1. That the City Manager is hereby authorized to enter into an Addendum to the current Services Agreement with DATAMATX, Inc. for utility bill printing, mailing, postage and electronic bill payment and presentment services for the period of June 11, 2020 through June 10, 2021, for an amount not to exceed \$48,000.00, a copy of which is attached hereto and is hereby authorized.

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

Section 3. That 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



**Addendum to
Current Services
Agreement**

City of Springfield Ohio

Purchasing Division, Finance Department
76 East High Street, 4th floor
Springfield, Ohio 45502

January 21, 2020

This addendum will serve as official notification as to the intent of the City of Springfield Ohio to utilize the attached agreement between DATAMATX and the City of Springfield Ohio as a contract vehicle for purpose of extending the existing service agreement thru June 10, 2021. This addendum will be subject to the same terms and conditions as defined in the active service agreement. Both Parties agree that DATAMATX will continue to provide current services utilizing existing programs based on existing data file format from current finance system.

This addendum will have an effective date of January 21, 2020 or once executed by both parties whichever date is later.

Accepted for:
DATAMATX, Inc.

By: _____
Signature

Title: _____

Date: _____

Accepted for
City of Springfield Ohio

By: _____
Signature

Title: _____

Date: _____

DATAMATX

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

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

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

PRICE SCHEDULE

Printing & Mailing

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

Materials ⁽⁴⁾

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

Postage ⁽²⁾

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

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

Move-Update Compliance

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

Postage Deposit

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

Optional CD/DVD Archival pricing

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

USPS IMb Tracing

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

Programming ⁽³⁾

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

Clarification of Service and/or Price

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

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

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

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

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

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

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

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

**** Includes:**

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

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

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

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

Date 4/11/19

I hereby certify that the money required for payment of the above obligation in the sum of \$ 165,000.00 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

Mark Beckdale
NIC (in production)

e-Payment Processing

1. Initial Set-up/Integration – e-Pay (standard capabilities and layout)

Includes: Credit card payment only (MC, Visa, and Disc.)

2. Account Management/Maintenance Fee (Payment System)

\$150.00/mo.

Includes payment front end hosting, authentication of user, authorization of transaction, daily posting file, daily funds transfer, and standard monthly/weekly/daily transaction summary report.

3. Processing/Transaction Charges (ALL Card Based Payment Convenience Fees including MC, Visa, Disc.)

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

Other:

Optional ACH/eCHECK Processing/Transaction Charges (Phase II)

\$1.95/transaction**

(Direct with Springfield Financial Institution if possible)

Return Item Fee - 7.95

**75.00 per month minimum

Credit Card Chargebacks (if applicable)

\$15.00/each

Transaction dispute research charge (if applicable)

\$15.00/each

Optional: Event Driven Emails if needed

\$0.03/each

Optional: Application Development (customization)

\$125.00/hr

Accepted for:
DATAMATX, Inc.

Date: 4/11/2019

By: [Signature]
Signature

Name: HARRY P. STEPHENS
Print Name

Title: CEO

Accepted for:
City of Springfield Ohio

Date: 5/21/17

By: [Signature]
Signature

Name: Bryan Heck
Print Name

Title: City Manager

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

Terms and Conditions

Version (06/19/2018)

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

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

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

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

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

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

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

Terms and Conditions, cont'd

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

Initials AB Date 9/14/19

Initials BLA Date 5/21/19

Request for Commission Action

City of Springfield, Ohio

Item Number: 181-19

Agenda Date: 6/2/2020

Today's Date: 5/26/2020

Subject: Amendment to Mental Health & Recovery Board of Clark, Greene & Madison Counties

Submitted By: Amy King, Court Administrator

Department: Municipal Court/Judicial

Contact: Amy King, x3767

- | | | |
|-------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------|
| <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: 19-190

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

Summary:

It is respectfully requested by Municipal Court/Judicial, that expenditures originally approved by the City Commission in the amount of \$80,000 to obtain certified treatment program services from the Mental Health and Recovery Board of Clark, Greene & Madison Counties mandated by ORC 4511.191, for the period July 2, 2019 through June 30, 2020, be increased by an additional \$20,000.00 for expenditures for the months of May and June 2020. Additional amount is needed due to \$41,358.46 of the approved \$80,000 being used in July 2019 for payment of prior invoices for the period July 2018 through May 2019, therefore leaving an insufficient balance for payment of current invoices.

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

Emergency action is hereby requested due to insufficient funds on the current purchase order for the months of May and June 2020.

Department/Division	Fund Description	Account Number	Actual Cost
Municipal Court/Judicial	254 Indigent Drivers Alcohol Treatment	620431-4211	\$20,000.00

Total Cost: \$ 20,000.00

AN ORDINANCE NO. _____

Authorizing an increased expenditure in an amount not to exceed \$20,000.00, for a total expenditure not to exceed \$100,000.00 to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Clark County Municipal Court has in effect a contract with Mental Health & Recovery Board of Clark, Greene & Madison Counties to obtain certified treatment program services and wishes to continue to receive such services; and

WHEREAS, this Commission authorized an expenditure of \$80,000.00 for such services; 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 the Municipal Court, 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 an increased expenditure in an amount not to exceed \$20,000.00, for a total expenditure not to exceed \$100,000.00 is hereby authorized to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 119-20

Agenda Date: 6/2/2020

Today's Date: 5/26/2020

Subject: Mental Health & Recovery Board of Clark, Greene & Madison Counties

Submitted By: Amy King, Court Administrator

Department: Municipal Court/Judicial

Contact: Amy King, x3767

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

It is respectfully requested by Municipal Court/Judicial, that expenditures in the amount of \$100,000.00 be approved by the City Commission to obtain certified treatment program services from the Mental Health and Recovery Board of Clark, Greene & Madison Counties mandated by ORC 4511.191.

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

Emergency action is hereby requested as the contract covers the period of July 1, 2020 through June 30, 2021.

Department/Division	Fund Description	Account Number	Actual Cost
Municipal Court/Judicial	254 Indigent Drivers Alcohol Treatment	620431-4211	\$100,000.00

Total Cost: \$ 100,000.00

AN ORDINANCE NO. _____

Authorizing an expenditure in an amount not to exceed \$100,000.00 to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Clark County Municipal Court has in effect a contract with Mental Health & Recovery Board of Clark, Greene & Madison Counties to obtain certified treatment program services and wishes to continue to receive such services; 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 the Municipal Court, 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 an expenditure in an amount not to exceed \$100,000.00 is hereby authorized to obtain certified treatment program services from the Mental Health & Recovery Board of Clark, Greene & Madison Counties, pursuant to Ohio Revised Code Section 4511.191.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 120-20

Agenda Date: 06/02/2020

Today's Date: 05/27/2020

Subject: Apply and Accept 2020 Bureau of Justice Assistance Bulletproof Vest Partnership Award

Submitted By: Lee E. Graf, Chief of Police

Department: Police

Contact: 937-324-7720

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that the City Commission authorize the Chief of Police and the City Manager authority to apply and accept, if awarded, the FY2020 Bulletproof Vest Partnership Award in the amount, not to exceed, \$25,907 through the Bureau of Justice Assistance; 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 grant award and to comply with all relevant local and state requirements.

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

Request emergency action to meet the filing deadline of June 8th, 2020, as set by the Bureau of Justice Assistance Program.

<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 apply for and accept, if awarded, a FY2020 Bulletproof Vest Partnership Award in an amount up to \$25,907.00 from the Bureau of Justice Assistance; authorizing the City Manager, Finance Director, Law Director and Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Bureau of Justice Assistance has funds available to provide funding for reimbursement of the purchase of bulletproof vests for the City's Police Division; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with application submission timelines imposed by the Bureau of Justice Assistance, 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 authorizes the City Manager to apply for and accept, if awarded, a FY2020 Bulletproof Vest Partnership Award in an amount up to \$25,907.00 from the Bureau of Justice Assistance.

Section 2. That the City Manager, Finance Director, Law Director and Chief of Police are hereby authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

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