

CITY COMMISSION AGENDA

June 30, 2020

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will hold a special VIRTUAL legislative meeting at 2:00 PM on Tuesday, June 30, 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).

PUBLIC HEARING

130-20 At 2:00 PM, a public hearing will be held during the special virtual meeting regarding the 2021 Tax Budget.

WORK SESSION

A work session will be held regarding the Kroger status update presented by Tom Franzen and Larry Dillin.

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:

132-20 Authorizing the City Manager to enter into a Geographic Information Sharing (“GIS”) Intergovernmental Cooperation Agreement with The Board of County Commissioners of Clark County, Ohio for sharing of GIS data between the City and the County and making the GIS data available to the public, for an amount not to exceed \$30,000.00 for the 5-year term.

133-20 Authorizing the City Manager to enter into a Clark County / City of Springfield Geographical Information System 2021-2025 Consortium Agreement with The Board of County Commissioners of Clark County, Ohio and the Clark County Auditor for a shared Geographical Information System (“GIS”) and to allow the County to provide GIS services for the City of Springfield, Ohio, for an amount not to exceed \$220,000.00 for the 5-year term.

189-11 Authorizing the City Manager to enter into Amendment No. 6 to the Lease and Special Fixed Base Operator Agreement with Middletown Regional Flight Training Institute, LLC, dba Champion City Aviation to allow for the continuation of flight training and aircraft maintenance services at the Springfield-Beckley Municipal Airport.

SECOND READINGS – ORDINANCES

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

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

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

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

EMERGENCY ORDINANCES

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

130-20 Adopting the Tax Budget of The City of Springfield, Ohio for the fiscal year beginning January 1, 2021 and submitting the same to the County Auditor.

134-20 Authorizing the City Manager to execute a Letter of Intent (“LOI”) with Dillin LLC to aid in the redevelopment of the Kroger facility located at 1822 South Limestone Street.

205-18 Confirming and approving Change Order No. 1 to the contract between the City and Majors Enterprises, Inc. for the Broadway Reconstruction Project, to increase the contract in an amount not to exceed \$130,565.00, for a total amount not to exceed \$3,022,911.00; and authorizing the City Manager to execute said Change Order No. 1.

135-20 Authorizing the City Manager to enter into a contract with Outdoor Enterprise, LLC for the Center Street Streetscape Project for an amount not to exceed \$188,495.40.

EMERGENCY RESOLUTION

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

136-20 Declaring it necessary to improve public streets and easements by constructing and installing on certain property within the city street improvements, water and sewer lines, storm drains, and all necessary appurtenances.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

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

Bryan Heck
City Manager

Request for Commission Action

City of Springfield, Ohio

Item Number: 132-20

Agenda Date: 06/30/2020

Today's Date: 06/24/2020

Subject: Geographic Information Sharing Agreement with Clark County

Submitted By: Logan M. Cobbs, Assistant to the City Manager

Department: City Manager's Office

Contact: Logan M. Cobbs, x7300

☒ **14-Day Ordinance**

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

☐ **Resolution (1 Reading)**

☐ **14-Day Resolution (2 Readings)**

☐ **Emergency Resolution**

☐ **Motion**

☒ **Contract**

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorization to approve the execution of the Clark County/ City of Springfield Geographic Information Sharing Intergovernmental Cooperation Agreement for a 5-year term beginning January 1, 2021. This agreement will allow the County to operate and maintain a GIS system and make GIS data available to the City and public.

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

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

Total Cost: \$ 30,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Geographic Information Sharing ("GIS") Intergovernmental Cooperation Agreement with The Board of County Commissioners of Clark County, Ohio for sharing of GIS data between the City and the County and making the GIS data available to the public, for an amount not to exceed \$30,000.00 for the 5-year term.

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WHEREAS, there is an existing need to provide accurate and current geographical information, to the County, the City, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, the City and the County wish to cooperate to provide for a continued license agreement for the use of GIS system computer software and the County has computer equipment capable of storing, manipulating, organizing and presenting GIS data and making that GIS data available to the City and the public over the world wide web: NOW, THEREFORE:

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

Section 1. That the City Manager is authorized to enter into a Geographic Information Sharing Intergovernmental Cooperation Agreement, in a form substantially similar to the copy attached hereto and hereby approved, with The Board of County Commissioners of Clark County, Ohio for sharing of GIS data between the City and the County and making the GIS data available to the public, for an amount not to exceed \$30,000.00 for the 5-year term.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

GEOGRAPHIC INFORMATION SHARING INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT is made and entered into this _____ day of _____, 202_, by and between **THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, OHIO** (the "County") whose mailing address is 50 East Columbia Street, P. O. Box 2639, Springfield, Ohio 45502, duly authorized by Resolution adopted by its Board of County Commissioners on _____, 2020, and **THE CITY OF SPRINGFIELD, OHIO** (the "City") whose mailing address is 76 East High Street, Springfield, Ohio 45502, duly authorized by Ordinance passed by its City Commission on _____, 2020,.

WITNESSETH:

WHEREAS, the County and the City (the "Parties") are both users and developers of Geographic Information System ("GIS") coverages and spatial data bases ("GIS data") which they have generated to facilitate land use planning , transportation management, engineering functions, and resource management within the boundaries of their respective jurisdictions; and

WHEREAS , there is significant overlap in the GIS data developed or acquired by the Parties for the above-mentioned purposes and the Parties wish to cooperate with each other in sharing the available GIS data; and

WHEREAS, the County has acquired and will operate and maintain a GIS system to collect and make available to the City and the public GIS data generated by the County and GIS data provided by the City to the County; and

WHEREAS, the County has entered into a contract/license agreement with Bruce Harris & Associates, Inc. to obtain the use of GIS system computer software and the County has computer equipment capable of storing, manipulating, organizing and presenting GIS data and making that GIS data available to the City and the public over the world wide web (the "internet"); and

WHEREAS, the County and the City are continuing to generate GIS data as a product of performing their governmental and proprietary functions on a day-to-day basis and wish to cooperate with each other to make their GIS data available to each other and to the public in a usable format: and

WHEREAS, the City is willing to provide to the County a portion of the funding needed to operate and acquire data for the said City GIS system layers in the amount of \$500 per calendar month.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. The County will continue to operate and maintain a GIS system, as described above, using Bruce Harris & Associates, Inc. software and County's computer equipment to make GIS data available to the City and the public over the internet. The GIS system shall be available to provide GIS information to the City and the public on a 24-hours-per-day, seven-days-per-week basis, subject to interruptions for maintenance performed on the GIS system and acts of God.

Section 2. The City will pay to the County the sum of \$500 on or before the 15th day of each calendar month during the term of this Agreement commencing with the month of January, 2021. The County Auditor's website providing access to GIS data will include all GIS layers provided to County by the City, the City sewer PDF's 2000 quantity data.

Section 3. INTENTIONALLY OMITTED

Section 4. INTENTIONALLY OMITTED

Section 5. As between the parties hereto, the parties shall not pay any fees to each other for the acquisition, use or making available the GIS data, other than the fee specified in Section 2, above, and the party's normal charge for out-of-pocket costs incurred for supplying the media onto which data is copied and provided to the requesting party.

Section 6. No party shall use any GIS data that is obtained from the other party under this Agreement for any commercial, for-profit activity or product.

Section 7. The parties to this Agreement represent that GIS data are complex and time sensitive and that they may contain some nonconformities, defects, or errors. The GIS data represent the best available information. Each party to this Agreement shall accept GIS data from the other party "as is." Neither party warrants that the GIS data will meet users' needs or expectations. Neither party warrants that the GIS data will be free from nonconformities, defects or errors.

Section 8. The presentation of information derived or generated from GIS data provided pursuant to this Agreement may identify the source of the data, and may include any qualifications, disclaimers or caveats which the party deems appropriate, given the specific data quality and application of the information presented.

Section 9. This Agreement shall continue in effect through December 31, 2025. Each party may terminate this agreement by giving 30 days advance, written notice to the other party of such termination.

Section 10. By entering into this Agreement, neither the County nor the City intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 11. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors, and is not intended to create rights or benefits of any kind for any persons or entities which are not a party to this Agreement.

Section 12. This Agreement, which includes the recitals hereto, constitutes the entire understanding of the parties concerning the sharing of GIS data and shall not be altered, changed, modified, or amended, except by similar instruments in writing, executed by the parties hereto.

IN WITNESS WHEREOF, The City of Springfield, Ohio by Bryan Heck, its City Manager and The Board of County Commissioners of Clark County, Ohio by Jennifer Hutchinson, its County Administrator, have hereunto set their hands to duplicate originals as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

Jill N. Allen, Law Director

APPROVED AS TO FORM
AND CORRECTNESS:

Clark County Prosecutor

Resolution No. _____

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Bryan Heck, City Manager

**THE BOARD OF COUNTY
COMMISSIONERS OF CLARK
COUNTY, OHIO**

BY: _____
Jennifer Hutchinson,
County Administrator

Request for Commission Action

City of Springfield, Ohio

Item Number: 133-20

Agenda Date: 06/30/2020

Today's Date: 06/24/2020

Subject: GIS Consortium Agreement with Clark County

Submitted By: Logan M. Cobbs, Assistant to the City Manager

Department: City Manager's Office

Contact: Logan M. Cobbs, x7300

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorization to approve the execution of the Clark County/ City of Springfield Geographical Information System (GIS) Consortium Agreement for a 5-year term beginning January 1, 2021. This agreement will allow the County to share its GIS system with the City as well as provide GIS services for the City of Springfield.

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

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

Total Cost: \$ 220,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Clark County / City of Springfield Geographical Information System 2021-2025 Consortium Agreement with The Board of County Commissioners of Clark County, Ohio and the Clark County Auditor for a shared Geographical Information System ("GIS") and to allow the County to provide GIS services for the City of Springfield, Ohio, for an amount not to exceed \$220,000.00 for the 5-year term.

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WHEREAS, there is an existing need to provide accurate and current geographical information, to the County, the City, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, a shared GIS resource is likely to increase efficiency, reduce cost, and increase productivity: NOW, THEREFORE:

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

Section 1. That the City Manager is authorized to enter into a Clark County / City of Springfield Geographical Information System 2021-2025 Consortium Agreement, in a form substantially similar to the copy attached hereto and hereby approved, with The Board of County Commissioners of Clark County, Ohio and the Clark County Auditor for a shared GIS and to allow the County to provide GIS services for the City of Springfield, Ohio, for an amount not to exceed \$220,000.00 for the 5-year term.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**CLARK COUNTY / CITY OF SPRINGFIELD
GEOGRAPHICAL INFORMATION SYSTEM
2021-2025 CONSORTIUM AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 2020, by and among the City of Springfield, Ohio, whose mailing address is 76 East High Street, Springfield, Ohio 45502 (“City”), duly authorized by Ordinance passed by its City Commission on _____, 2020, the Board of Clark County Commissioners, Clark County, Ohio, whose mailing address is 50 East Columbia Street, Springfield, Ohio 45501 (“County”), duly authorized by Resolution adopted by its Board of County Commissioners on _____, 2020, and the Clark County Auditor (“Auditor”).

WITNESSETH:

WHEREAS, there is an existing need to provide accurate and current geographical information, to the County, the City, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, a shared Geographical Information System (“GIS”) is likely to increase efficiency and reduce cost as compared to multiple systems; and

Whereas, the parties desire to establish and support a shared GIS through this GIS consortium agreement; and

WHEREAS, the coordination of GIS activities within the area of Clark County is of importance to all of the political subdivisions therein; and

WHEREAS, the County has authority to enter into this Consortium Agreement as provided by law, Ohio Revised Code, Section 307.15; and

WHEREAS, the City has authority to enter into this agreement by virtue of its Charter;

NOW, THEREFORE: in consideration of the promises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County, the Auditor and the City do hereby promise and agree that:

1. The Auditor has employed a full-time GIS Coordinator (“Coordinator”) who works under the supervision of the Auditor. The Coordinator’s duties will include maintaining and administering the Geographical Information System in Clark County and other duties as assigned by the Auditor.

2. There shall be created a GIS Advisory Board to help bring specific concerns or problems of the political subdivisions to the Coordinator and the Auditor. This board shall consist of the following members or their designee:

- a. One member from the Clark County Auditor’s office, appointed by the Auditor;
- b. One member from the City of Springfield, appointed by the City Manager; and
- c. The Clark County GIS Coordinator.

The Auditor's office will provide a secretary for the GIS Advisory Board. A President and Vice President shall be elected at the first meeting of the Board to serve for a (1) year term. The Board shall meet in open meeting once a year (in the month of April), or more often if needed. The meetings will be called by any member of the Board and shall be subject to Ohio Sunshine Law, O.R.C. 121.22.

3. The GIS Advisory Board will be advised of GIS project prior to implementation.

4. The City will, from time to time, furnish data files to the Coordinator for inclusion in the GIS. County will create, host, maintain, and update City GIS files on the County server. The City maintains the right to determine the extent to which City-provided GIS files shall be accessible to the public through the internet or otherwise.

5. The Coordinator will ensure County GIS data functions well with City GIS data.

6. The Coordinator will create customized websites or web-based apps to make GIS data available to the City over the World Wide Web (the internet). These sites or apps shall be available to the City on a 24 hours per day, seven days per week basis, subject to interruptions for maintenance and acts of God.

7. The Coordinator will provide mapping capabilities for City.

8. The application software, training, data and data maintenance will be made available to the City, excluding any agreements with Pictometry Connect from EagleView Technologies.

9. The Coordinator will be regularly available to the City and its departments to address GIS related issues.

10. The Coordinator will make reasonable efforts to coordinate to the maximum extent with comparable functions of the State of Ohio and of the Federal Government, including their various departments and agencies.

11. The City agrees to pay annually to the County within thirty (30) days of invoice therefore, the amount of \$44,000.00 for said services performed and to be performed as provided in this Agreement. If during 2021 or any ensuing year, the GIS Advisory Board determines, after reasonable notice to and input from the City, that a fee change is warranted based upon a change in GIS operating or capital costs, a request to change said charge will be presented to the GIS Advisory Board on or before September 1. A decrease in the City's annual fee, or an increase in the City's annual fee of 10% or less may be approved by majority vote of the GIS Advisory Board. The City's annual fee may not increase more than ten (10) percent annually over the 5-year term, unless all members of the GIS Advisory Board shall unanimously agree to the increase.

As between the parties hereto, the parties shall not pay any fees to each other for the acquisition, use, or making available GIS data for daily operation and expenses, other than the fee specified in this Section 11 above.

12. This Agreement shall continue in effect through December 31, 2025. This Agreement may be terminated or amended at any time by mutual agreement of the County and the City, and may be terminated by any party at the end of the any calendar year by action of its legislative authority and service of written notice thereof on the other legislative authority, not less than sixty (60) days prior to the end of said calendar year.

13. Any obligations of the parties regarding GIS contained in any other agreement(s) between the parties shall remain in effect and full force, and shall not be eliminated or modified unless inconsistent with the terms of this Agreement.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by their respective proper officers and officials duly authorized as of the day and year first above written.

| | |
|--|---|
| <u>The City of Springfield, Ohio</u> _____ Bryan Heck, City Manager Date: _____ | <u>Board of Clark County Commissioners</u> _____ Jennifer Hutchinson, County Administer Date: _____ |
| <u>Approved as to Form and Correctness:</u> _____ Jill N. Allen, Law Director Date: _____ | <u>Approved as to Form and Correctness:</u> _____ Assistant Prosecuting Attorney Date: _____ |
| <u>Certificate of Funds</u> I hereby certify that the money required for this contract or expenditure is in the Treasury to the credit of the fund which it is to be drawn and is not now appropriated for any other purpose. _____ City of Springfield Fiscal Officer | <u>Clark County Auditor</u> _____ John Federer Date: _____ |

Request for Commission Action

City of Springfield, Ohio

Item Number: 189-11

Agenda Date: 6/30/2020

Today's Date: 6/17/2020

Subject: Amendment No. 6 to the Lease and Special Fixed Base Operator Agreement with Middletown Regional Flight Training Institute, LLC dba Champion City Aviation

Submitted By: Seth Timmerman, Airport Manager

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: 11-209
13-165
13-223
15-225
17-247
20-035

Date of Prior

Ordinance/Resolution: 7/19/2011
6/25/2013
9/03/2013
8/18/2015
10/10/2017
2/11/2020

Summary:

Respectfully request City Commission authorize the City Manager to enter into Amendment No. 6 to the Lease and Special Fixed Base Operator Agreement between the City of Springfield, Ohio and Middletown Regional Flight Training Institute, LLC dba Champion City Aviation to allow for the continuation of flight training and aircraft maintenance services.

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

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 6 to the Lease and Special Fixed Base Operator Agreement with Middletown Regional Flight Training Institute, LLC, dba Champion City Aviation to allow for the continuation of flight training and aircraft maintenance services at the Springfield-Beckley Municipal Airport.

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WHEREAS, the City and Middletown Regional Flight Training Institute, LLC, dba Champion City Aviation have entered into a Lease and Special Fixed Base Operator Agreement dated August 1, 2011, and wish to extend said agreement to their mutual benefit; 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. 6 to the Lease and Special Fixed Base Operator Agreement, a copy of which is attached hereto and is hereby approved, with Middletown Regional Flight Training Institute, LLC, dba Champion City Aviation to allow for the continuation of flight training and aircraft maintenance services at the Springfield-Beckley Municipal Airport.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Lease and Special Fixed Base Operator Agreement

Amendment #6

[Champion City Flight]

This Lease and Special Fixed Base Operator Agreement Amendment #6 (the "Amendment") will modify the Lease and Special Fixed Base Operator Agreement including all Amendments to Date (the "Original Agreement") and will be made effective _____, 2020 between The City of Springfield, Ohio (the "City") and Middletown Regional Flight Training Institute, LLC dba Champion City Aviation ("Champion") whose address is 1707 Run Way, Middletown, Ohio 45042.

1. Background

- a. Champion seeks to extend the Original Agreement end date from July 31, 2020 to an amended end date of July 31, 2021.
- b. The City receives the request for extension and consents to the extension. The City also seeks to stipulate the rental rate for the extension and include a mutual termination clause to the benefit of both parties.
- c. It is necessary that the City and Champion execute this Amendment in good faith to extend the Original Agreement end date from July 31, 2020 to July 31, 2021, address the rental rate increase, and include a mutual termination clause.

The Parties do hereby agree to amend the Original Agreement to include the following terms and conditions, and supersede and previous language regarding the specific areas addressed, more specifically in Section J, Article III in regards to termination, Section K, Article VI in regards to rental term, and Section I, Article X in regards to rental rates:

1. Termination Date:

- a. This Agreement will run from August 1, 2020 (the "Commencement Date") to July 31, 2021 (the "End Date").
- b. Following the End Date, the parties may extend the Lease Agreement by one additional year. Champion must notify the City in writing at the address listed above of their desire to extend the lease within thirty (30) days of the End Date. Alternatively, Champion may satisfy the notification requirement by emailing the Airport Manager, at Stimmerman@spingfieldohio.gov within thirty (30) days of the End Date.
- c. Following Champion's notification, the parties must mutually agree on the terms and conditions of the extension.

- d. Any extension entered by the Parties following the End Date must be in writing and executed by both parties binding authority.

2. Rental Rate

- a. The monthly rental rate for this Agreement (the "Rental Rate") will be Eight Hundred and Twenty-Five (\$825.00) Dollars.
- b. This amount will be due at the start of each month in the form of a check payable to City of Springfield, Ohio.

3. Mutual Termination

- a. Either Party to this Agreement may, effective any time after the Commencement Date and upon at least 30 days' notice provided in writing to the other party, terminate this Agreement.

4. Full Force and Effect

- a. Outside of the modifications specifically addressed in this Amendment, the Original Agreement, and all additions from previous amendments encapsulated therein, remain in full force and effect and will run through the course of this Amendment.

The Parties to this Amendment hereto agree to the amended changes to the Original Agreement and by signing below intend to be bound by their respective signatures below.

| | |
|--|--|
| Approved as to form and correctness: _____ Assistant Law Director | The City of Springfield, Ohio _____ Bryan Heck, City Manager |
| | Middletown Regional Flight Training Institute, LLC, dba Champion City Aviation By: _____ |

Request for Commission Action

City of Springfield, Ohio

Item Number: 121-20

Agenda Date: 6/16/2020

Today's Date: 6/8/2020

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

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Treasury

Contact: Nikki Weber x7382

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

**Prior
Ordinance/Resolution:** 16-207
17-144
18-173
19-179

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

Summary:

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

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

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

Total Cost:

AN ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2020)

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

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 122-20

Agenda Date: June 16, 2020

Today's Date: June 8, 2020

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

Submitted By: Chris Moore, Director

Department: Service Department

Contact: Tim Weaver, 525-5805

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

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

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

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

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

Total Cost: \$ 3,704,415.00

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

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

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Structural Systems Repair Group, LLC for the WTP Concrete Repairs and WWTP Secondary Clarifiers and Effluent Diversion Concrete Repair, for an amount not to exceed \$3,704,415.00.

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

Section 3. The City Manager is authorized to approve change orders with respect to the contract so long as the scope of the work is not materially changed and the amount hereby authorized is not exceeded.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 123-20

Agenda Date: 6/16/2020

Today's Date: 6/9/2020

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

Submitted By: Bryan Heck, City Manager

Department: City Manager's Office

Contact: Bryan Heck, x7300

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

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

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

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

Total Cost:

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

WHEREAS, the City and the County both acknowledge the potential cost savings, improvement in operational efficiency, service effectiveness, community safety, and regional cooperation through consolidated dispatch and communication services; NOW, THEREFORE:

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

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

Section 2. That the City Manager is hereby authorized to enter into a Memorandum of Understanding, a copy of which is attached hereto and is hereby approved, with the Board of Clark County Commissioners for Communication and Dispatch Services.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

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

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

I. Purpose.

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

II. Responsibilities of the Parties.

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

III. City's Responsibilities.

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

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

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

IV. County's Responsibilities.

A. Employment.

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

V. Structure.

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

VI. Operations Advisory Committee.

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

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

VII. Payment for Services, Fees and Fee Structure.

A. Annual Fee and Fee Structure.

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

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

C. No Capital Recovery Fee.

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

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

VIII. Notices.

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

IX. Term.

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

X. Termination Procedures and Disposition of Equipment.

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

XI. Insurance.

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

XII. Dispute Resolution.

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

XIII. Limitation of Liability.

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

XIV. General Provisions.

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

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

Signature Page


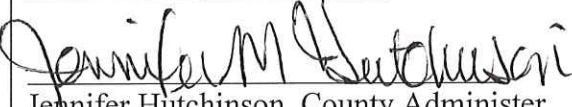
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|--|--|
| <p><u>Approved as to Form and Correctness:</u></p> <p>_____ Jill N. Allen, Law Director Date: _____</p> | <p><u>The City of Springfield, Ohio</u></p> <p>_____ Bryan Heck, City Manager Date: _____</p> |
| <p><u>Approved as to Form and Correctness: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

EXHIBIT 1

OFFICE OF THE SHERIFF

SHERIFF DEBORAH K. BURCHETT

www.clarkcountysheriff.com

OFFICE: 937.521.2056

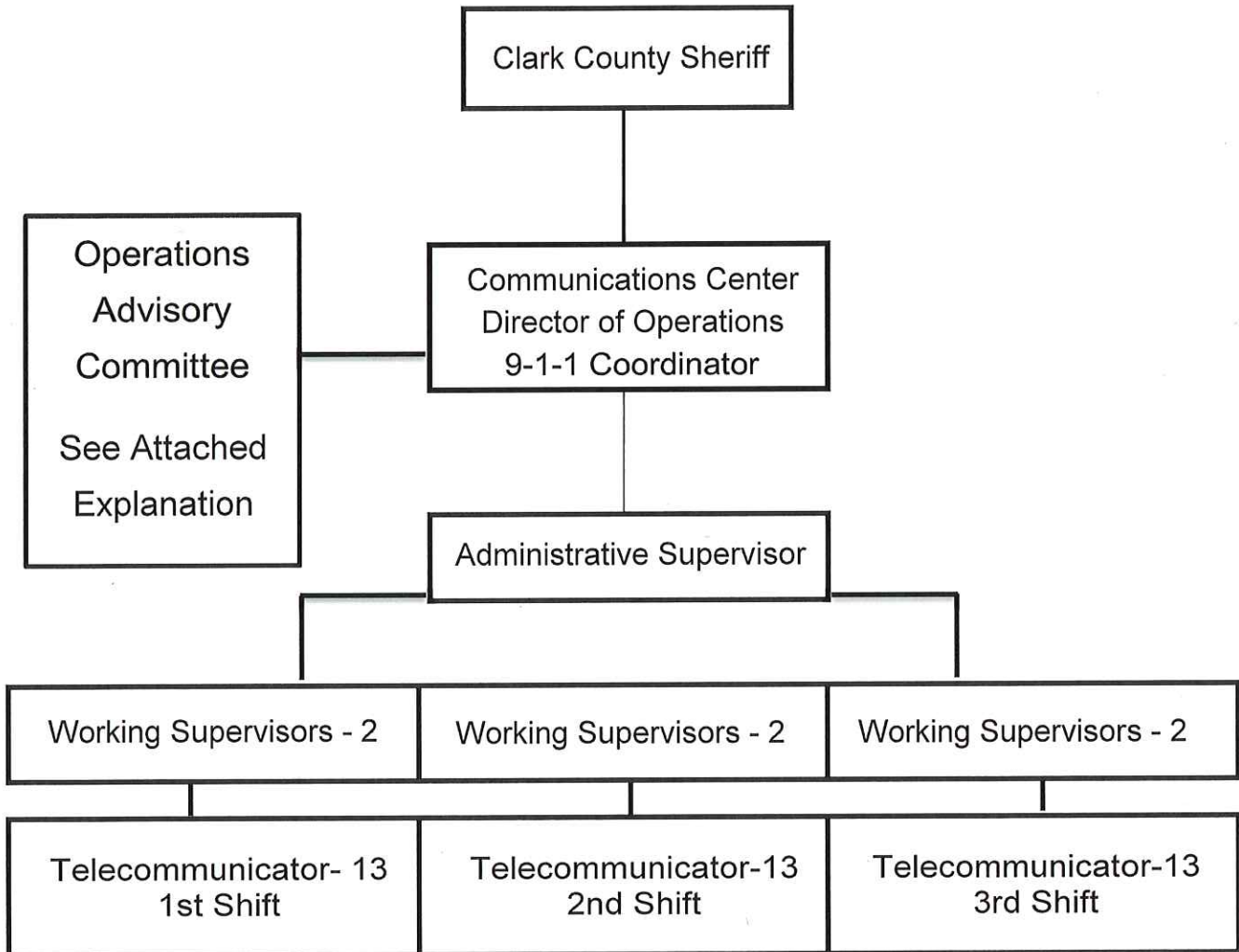
FAX: 937.328.2515



120 NORTH FOUNTAIN AVE.

SPRINGFIELD, OHIO 45502

Clark County Communications Center Organization Chart



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

Providing for 38 Telecommunicators. ***

EXHIBIT 2

Proposed 911 Tiered Pricing Model

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

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

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

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

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

Request for Commission Action

City of Springfield, Ohio

Item Number: 130-20

Agenda Date: 6/30/2020

Today's Date: 6/23/2020

Subject: Adoption of the Fiscal Year 2021 Tax Budget

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Treasury

Contact: Nikki Weber x7382

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

I hereby respectfully request that an emergency ordinance adopting the 2021 Tax Budget be scheduled for the regular City Commission agenda of June 30, 2020. A Public Hearing regarding the 2021 Tax Budget will be held June 30, 2020 prior to the formal session of the City Commission meeting. Notice of the Public Hearing was published in the Springfield News-Sun on May 21, 2020. Notice of the time change for the Public Hearing was published in the Springfield News-Sun on June 18, 2020.

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

In accordance with the Ohio Revised Code, a Public Hearing and subsequent adoption of the Tax Budget must be completed and effective prior to July 15th of each year, and delivered to the County Auditor on or before July 20th. Emergency legislation is requested to allow time for necessary finalizing of documentation subsequent to the effective date of the legislation and prior to the statutory deadlines.

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

Total Cost:

AN ORDINANCE NO. _____

Adopting the Tax Budget of The City of Springfield, Ohio for the fiscal year beginning January 1, 2021 and submitting the same to the County Auditor, and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City Manager has heretofore prepared a tentative Tax Budget of The City of Springfield, Ohio for the fiscal year beginning January 1, 2021, showing detailed estimates of all balances that will be available at the beginning of the year 2021, for the purpose of such year and of all revenues to be received for such fiscal year, including all general and special taxes, fees, costs, percentages, penalties, allowances and all other types or classes of revenues; also, estimates of all expenditures or charges in or for the purposes of such fiscal year to be paid or met from the said revenues or balances; and otherwise conforming with the requirements of law; and

WHEREAS, said Budget has been made conveniently available to the public inspection for at least ten (10) days by having at least two (2) copies thereof on file in the office of the Finance Director; and

WHEREAS, this Commission has held a Public Hearing on said Budget, of which public notice was given in accordance with law; and

WHEREAS, in order for the City Clerk and Finance Department to properly prepare all documents required to be submitted to the Clark County Budget Commission by the deadline, it is necessary that this Ordinance become effective immediately, which this Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the Tax Budget of The City of Springfield, Ohio for the fiscal year beginning January 1, 2021, heretofore prepared by the City Manager and submitted to this Commission, copies of which have been and are on file in the Office of the Finance Director, is hereby adopted as the official Tax Budget of The City of Springfield, Ohio for the fiscal year beginning January 1, 2021.

Section 2. That the Clerk of this Commission is hereby authorized and directed to certify two (2) copies of said Budget and two (2) copies of this Ordinance and to transmit the same to the Auditor of Clark County, Ohio, on or before July 20, 2020.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 134-20

Agenda Date: 6/30/2020

Today's Date: 6/24/2020

Subject: Letter of Intent with Dillin LLC to aid in redevelopment of Kroger facility located at 1822 South Limestone Street

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

Department: City Manager's Office

Contact: Tom Franzen

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission enter into a Letter of Intent with Dillin LLC to aid in the redevelopment of the former Kroger facility located at 1822 South Limestone Street. The Letter of Intent sets the guiding principles that will lead to a strategic Development Services Agreement (DSA) with Dillin LLC. The DSA will lay out the strategy and details of Dillin's redevelopment efforts, as well as ways in which community engagement will occur. Dillin LLC has expertise in envisioning new neighborhoods, as well as integrating new investment into existing neighborhoods and energizing them for the benefit of development partners and the community. Dillin has a special expertise in master-planned, mixed-use community placemaking – creating sustainable neighborhoods and bringing them to life.

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

Emergency action is requested so that work can begin on the redevelopment efforts as soon as possible.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to execute a Letter of Intent ("LOI") with Dillin LLC to aid in the redevelopment of the Kroger facility located at 1822 South Limestone Street; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, Dillin has created and shared a vision for the intersection of South Limestone and East John St., ("Four Corners"), which represents a redevelopment and repurposing of the Four Corners real estate and the various uses therein; and

WHEREAS, Dillin has the requisite expertise, experience, and resources to undertake the planning and execution of the redevelopment; and

WHEREAS, it is necessary that this Ordinance become effective immediately so that work may begin on the redevelopment at the earliest possible time, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

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

Section 2. That the City Manager is hereby authorized to execute a Letter of Intent, in a form substantially similar to the copy attached hereto and hereby approved, with Dillin LLC, to aid in the redevelopment of the Kroger facility located at 1822 South Limestone Street.

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

**LETTER OF INTENT REGARDING
INTENT TO ENTER INTO A
DEVELOPMENT SERVICES AGREEMENT**

Dillin LLC, affiliates and assigns, (“Dillin”) and the City of Springfield (“City”), individually a “Party” and together the “Parties”, desire to enter this Letter of Intent (“LOI”) regarding their intent to negotiate and execute a Development Services Agreement (“DSA”) for the improvement of certain real estate (formerly known as Kroger at 1822 South Limestone, Springfield, further described below) by Dillin. The purpose of this LOI is to set forth the current intent of the parties with respect to the general terms and conditions to be included in the final DSA.

RECITALS

WHEREAS, the land parcels covered by this LOI are Parcel # 340-07-00033-217-039, being 1822 South Limestone Street, and Parcel # 340-07-00033-217-029, being 1841 Clifton Avenue, respectively and their associated improvements and easements (“Property”); and

WHEREAS, it is the Parties understanding that the Property will be deeded by the Kroger Corp. to the Clark County Land Utilization Corporation, an Ohio non-profit corporation (“Land Bank”). The City then will, by separate agreement, direct the Land Bank to transfer the Property to Dillin or upon a designated business entity to be formed and agreed upon by the Parties. At such time, the transfer shall occur according to the terms and conditions expressed herein; and

WHEREAS, both Parties recognize that Property is a neighborhood anchor and the future viability of the Property will underpin the energy and attractiveness of the neighborhood, improve this important gateway to the City, and capitalize on the current roadway improvements under current design by the City; and

WHEREAS, the Parties further recognize that should the Property remain vacant not only is the Property most likely to deteriorate but the surrounding real estate values and quality of life will likely also deteriorate; and

WHEREAS, Dillin has created and shared a vision for the intersection of South Limestone and East John St., (“Four Corners”) and featured in renderings in the attached “Exhibit B”, herein incorporated by reference as is fully rewritten, which represents a redevelopment and repurposing of the Four Corners real estate (“Planning Area”) and the various uses therein (“Redevelopment”); and

WHEREAS, Dillin and its respective agents, employees, successors, licensees and assigns have the requisite expertise, experience, and resources to undertake the planning and execution of the Redevelopment; and



WHEREAS, Dillin has a corporate mission and competency to create active, engaged, developments that enhance both the character of the communities where it does business and the quality of life for the constituents and stakeholders thereof; and

WHEREAS, Dillin and the City desire to enter this LOI in order to memorialize the current status of such negotiations and other actions to be taken in advance of the execution of a DSA.

NOW THEREFORE THE PARTIES AGREE that the following terms and conditions relative to their negotiations are to be included in the final DSA documentation:

1. **Conveyance of the Property** – The City does hereby indicate its intent to do one of two things:
 - a. Cause the Land Bank to transfer title to the Property to Dillin or upon a designated business entity to be formed and agreed upon by the Parties; or
 - b. Acquire the Property from the Land Bank and then transfer title to the property to Dillin or upon a designated business entity to be formed and agreed upon by the Parties. Dillin’s title will be free and clear, but the Parties intend that Dillin will be bound by the terms of the DSA contemplated herein.
2. **Purchase Price** – Dillin will acquire the property for a Purchase Price equal to current out of pocket dollars expended by the City to acquire, operate, and maintain the Property, to be further defined and agreed (“Expended Dollars”). Such purchase price to be due and payable at a time as defined in provision 3(b)(i) below.
3. **Redevelopment of the Property** – Dillin does intend, as part of the Redevelopment to re-position the Property by integrating it within the Planning Area for, at least in significant part, a food oriented use. Dillin will invest its time talent and resources to create a Business Plan. Any business plan which will guide the Redevelopment must include a grocery or market like concept. The Redevelopment shall include the following stages and their respective minimum requirements as set forth below:
 - a. **Phase I. Predevelopment.**
 - i. the Parties shall actively solicit both public input and community stakeholder input to help inform the plan,
 - ii. create a Merchandising Plan,
 - iii. identify and begin discussions with suitable potential end users as identified,
 - iv. branding and marketing of the Four Corners,
 - v. leasing some or all of the property to one or more qualified end users,
 - vi. design renovation of the actual building on the Property,
 - vii. create project budget and investment pro-forma and financing plan, and
 - viii. once all of the above requirements of i. – vii. have been met the Parties will proceed with Phase II below.



b. Phase II. Execution of Development.

- i. Obtain financing, thereby generating needed funding for the Redevelopment and for paying to the City the Expended Dollars as fulfillment of its obligation to pay the Purchase Price.
 - ii. Execute renovation of the actual building on the Property.
4. **Operating Expenses of the Property** – The Parties hope and intend, to the largest degree possible, to seek the reevaluation of the Property prior to transfer to Dillin (“Transfer Date”). The City does commit to paying, or reimbursing Dillin, for operating expenses associated with the property for a period of six (6) months from the Transfer Date but this amount shall not exceed a total of Ninety Thousand (\$90,000.00). Such reimbursement to be done by quarterly submittal of a funds request accompanied by suitable supporting documentation. Allowable expenses include and are limited to: (1) maintenance expenses related to the Property and (2) operating expenses related to the Property. Quarterly submittals must detail all expenditures by Dillin expended on the Property for the previous quarter. Submittals must be sent to the City Manager’s Office. Any questions regarding proper use of funding will be determined solely by the City. All such reimbursement will be for third party, Property operating expenses only, without mark-up.
5. **Predevelopment & Development Expenses of the Property** – Dillin shall be responsible for contributing its time on a pro-bono basis. Dillin will also be responsible for identifying, recruiting, managing and compensating all third-party service providers necessary to execute the Redevelopment.
6. **Investment in the Property** – The Parties acknowledge that Dillin intends to hold the Property in a new single purpose LLC. In time, additional members may be added to the LLC to provide funding for the Redevelopment. Dillin will continue to have an interest, to operate, either directly or through a lease, the Property in its intended use and according to the Business Plan approved by the City.
7. **Additional Properties** – If desired by the Parties, the DSA can serve as a vehicle to further the Redevelopment of Four Corners by assisting Dillin with the acquisition of additional properties in or contiguous to the Planning Area.
8. **Public Finance Options** – The Parties will investigate public finance solutions to provide funding for the Redevelopment of the Planning Area.
9. **Reversion Rights** – The City shall hold and Dillin shall grant the City the right of reversion which shall return the title to Property to the City, without cost, if Dillin has not commenced with the physical improvement, leasing or divestiture of the Property within a period of 180 days from the Transfer Date. Any material physical improvement, or contract to lease or divest the property with one or more bona fide third-parties to improve or use the Property for its intended use, will void this Reversion Right.
10. **Laws** – This LOI shall be governed by the laws of the State of Ohio.



11. **Interpretation** – In interpreting this LOI, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this LOI or any provision thereof.

12. **Severability** – The unenforceability, invalidity or illegality of any provision(s) of this LOI shall not render the other provisions unenforceable, invalid, or illegal.

13. **Integration** – This LOI represents the entire understanding of the Parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This LOI may not be modified or altered except in writing signed by both parties hereto. This is an integrated document.

14. **Miscellaneous** -

- a. Upon approval and execution of this LOI, and in advance of the finalization of the DSA, City will provide Dillin and its consultant's access to the Property for the purpose of inspecting the Property and conducting any additional environmental testing if needed. In the event such testing reveals contaminants and if the Parties agree that they must be remediated in order to execute the Redevelopment, then City, at its sole discretion shall be responsible to remedy such contamination.
- b. The Parties shall use reasonable efforts to enter into the DSA on or within thirty (30) days of executing this LOI. City shall not enter into agreement with any other person or entity with respect to the sale or disposition of the Property prior to such date.
- c. It is expressly understood that the terms of this LOI do not constitute a binding obligation on the Parties to enter into a DSA for the Property. Neither Party shall be finally bound to do so unless and until the DSA is executed by the Parties and delivered to each other.
- d. The Parties intend and recognize that execution of this LOI will grant to Dillin exclusivity until such time as the DSA is executed or the Parties mutually agree to terminate negotiations aimed at execution of the DSA.
- e. This Agreement is subject to the Ohio Public Records Act at all times and any part of this Agreement that is exempted pursuant to Ohio Revised Code, 149.43 shall be excluded from public release.
- f. It is contemplated that the Agreement shall contain such other terms, covenants, conditions, warranties and representations as are customary or appropriate in transactions of this nature.
- g. This LOI may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK



IN WITNESS THEROF, the parties hereto have executed this LOI on the latest date written below.

CITY

City of Springfield

By: _____

City Manager

Date: _____

DILLIN

Dillin LLC, its affiliates and assigns.

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

Jill N. Allen Law Director



Request for Commission Action

City of Springfield, Ohio

Item Number: 205-18

Agenda Date: 6/30/20

Today's Date: 6/19/2020

Subject: Change Order No. 1 with Majors Enterprises for Broadway Reconstruction

Submitted By: Kurt Tyson, Construction Superintendent

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:** 19-298

**Date of Prior
Ordinance/Resolution:** 12/19/19

Summary:

As work continues on this project, it was determined that there were 13 severely deteriorated sanitary laterals that needed replaced as well as removing 13 water services from a 6" main and re-tying to a 10" main. In addition, a tree in the right-of-way was removed at 1754 Broadway due to the fact of it being directly above the lateral and had grown into it.

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

In order to compensate the contractor for these changes to the project, it is the recommendation of this office that City Commission confirm and approve and authorize the City Manager to execute this change order in the amount of \$130,565.00 by emergency ordinance at their June 30th meeting.

| Department/Division | Fund Description | Account Number | Actual Cost |
|-----------------------|------------------|--------------------|--------------|
| Service / Engineering | Water | 221127-6050 (4740) | \$ 35,100.00 |
| Service / Engineering | Sewer | 331207-6050 (4740) | \$ 95,465.00 |

Total Cost: \$ 130,565.00

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and Majors Enterprises, Inc. for the Broadway Reconstruction Project, to increase the contract in an amount not to exceed \$130,565.00, for a total amount not to exceed \$3,022,911.00; and authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency therein.

...oooOOOooo...

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

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and Majors Enterprises, Inc. for the Broadway Reconstruction Project, to increase the contract in an amount not to exceed \$130,565.00, for a total amount not to exceed \$3,022,911.00.

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

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER (1) One

DATE June 19, 2020

TYPE OF PROJECT: Broadway Reconstruction

CONTRACTOR: Majors Enterprises, 6393 Hamilton Lebanon Rd, Monroe, OH 45050

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

| ITEM NO. | DESCRIPTION OF CHANGE | Contract Cost | |
|----------------|-----------------------|---------------|--------------|
| | | DECREASE | INCREASE |
| | NOTE ATTACHED SHEETS | | |
| | | | |
| TOTAL INCREASE | | | \$130,565.00 |
| TOTAL DECREASE | | \$0.00 | |

The sum of **\$130,565.00** is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is **\$3,022,911.00**.

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

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Construction Superintendent

Date

APPROVED BY: _____
City Manager

Date

CONTRACT CHANGE ORDER

| Broadway Reconstruction | | | |
|-------------------------|--|---------------|--------------|
| ITEM NO. | DESCRIPTION OF CHANGE | Contract Cost | |
| | | DECREASE | INCREASE |
| SPEC | Rock Excavation for Storm Sewer Work 103.5 CY @ \$100.00 | | \$10,350.00 |
| SPEC | Light Sewer Cleaning 300 LF @ \$6.00 | | \$1,800.00 |
| SPEC | Realignment of Water Services from 6" Water Main to 10" Water Main 1 LS @ \$35,100.00 | | \$35,100.00 |
| SPEC | Replacement of 13 Deteriorated Sanitary Laterals 1 LS @ \$80,315.00 | | \$80,315.00 |
| SPEC | Tree Removal for Sanitary Lateral at 1754 Broadway 1 LS @ \$3,000.00 | | \$3,000.00 |
| TOTAL INCREASE | | | \$130,565.00 |
| TOTAL DECREASE | | \$0.00 | |

Request for Commission Action

City of Springfield, Ohio

Item Number: 135-20

Agenda Date: 2/11/2020

Today's Date: 2/4/2020

Subject: Award of Contract to Outdoor Enterprise, LLC for the Center Street Streetscape project

Submitted By: Kurt Tyson, Construction Superintendent

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Bids were received on June 12, 2020, for the above referenced project. The following is a list of the bidders and their bids:

| | | |
|--------------------------------|----|------------|
| Outdoor Enterprise, LLC | \$ | 188,495.40 |
| J & J Schlaegel, Inc. | \$ | 198,844.40 |
| Double Jay Construction, Inc. | \$ | 218,864.00 |
| Sterling Quality Concrete, LLC | \$ | 270,781.56 |
| Sunesis Construction Co. | \$ | 284,800.00 |
| Engineer's Estimate | \$ | 348,269.50 |

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

This project consists of the improvement to the streetscape on the east side of N. Center Street between W. Main Street and W. Columbia Street, on the North side of W. Main Street, between N. Center Street and Mill Run Place, and on the south side of W. Columbia Street between N. Center Street and Mill Run Place. Improvements include the installation of brick sidewalks, decorative lighting, tree grates and ADA curb ramps.

This office is recommending that City Commission authorize the award of a contract to the Outdoor Enterprise, LLC, in the amount of \$188,495.40 at their June 30th meeting as an emergency ordinance. This authorization should be granted as an emergency in order to expedite the start of construction of this project.

| Department/Division | Fund Description | Account Number | Actual Cost |
|----------------------------|-------------------------|-----------------------|--------------------|
| Service/Engineering | CDBG | | \$ 188,495.40 |

Total Cost: \$ 188,495.40

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Outdoor Enterprise, LLC for the Center Street Streetscape Project for an amount not to exceed \$188,495.40; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to Outdoor Enterprise, LLC for the Center Street Streetscape Project, for an amount not to exceed \$188,495.40, which was the lowest and best bidder; and

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

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Outdoor Enterprise, LLC for the Center Street Streetscape Project, for an amount not to exceed \$188,495.40.

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

Section 3. The City Manager is authorized to approve change orders with respect to the contract so long as the scope of the work is not materially changed and the amount hereby authorized is not exceeded.

Section 4. That 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: 136-20

Agenda Date: 6/30/20

Today's Date: 6/24/20

Subject: A resolution of necessity for Phase II of the Bridgewater Subdivision, a 231 single-family residential development located on the east side of Springfield.

Submitted By: Jill N. Allen, Law Director

Department: Office of the Law Director

Contact: Jill Allen, x7351

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorize a resolution of necessity declaring it necessary to improve public streets and easements by constructing and installing on certain property within the city street improvements, water and sewer lines, storm drains, and all necessary appurtenances. This is associated with the Bridgewater Subdivision, a 231 single-family residential development on the east side of Springfield.

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

Request emergency action in an effort to move the project forward, which is necessary to provide additional housing opportunities to the citizens of Springfield and is one of the Commission's goals and objectives.

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

Total Cost:

A RESOLUTION NO. _____

Declaring it necessary to improve public streets and easements by constructing and installing on certain property within the city street improvements, water and sewer lines, storm drains, and all necessary appurtenances; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the owner of 100% of the lots and lands to be assessed for the Improvement (described in Section 2) have submitted two petitions to this City Commission (those Petitions for Special Assessments and Affidavits are attached hereto as Exhibit A-1 and Exhibit A-2 and incorporated herein by reference and are referred to herein as the “*Petitions*”) for the construction of the Improvement, and further, that there be assessed against the real property described in the Petitions certain costs of the Improvement; and

WHEREAS, the plans, specifications, profiles and estimate of cost have been prepared for the Improvement and filed with the Clerk of this City Commission; and

WHEREAS, this City Commission has determined to adopt this Resolution to accept the Petitions and approve the plans, specifications, profiles and estimate of cost of the Improvement, as prepared by Design Develop Construct Management, LLC, and to further provide for such other terms and provisions relating to the Improvement as are set forth in this Resolution; and

WHEREAS, it is necessary that this Resolution become effective immediately in order to move the project forward at the earliest possible time in an effort to provide housing opportunities for the citizens of Springfield, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Resolution; NOW, THEREFORE:

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

Section 1. This City Commission hereby finds that the Petitions have been signed by the owners of 100% of the lots and lands to be assessed for the Improvement.

Section 2. It is declared necessary to improve public streets and easements by constructing and installing on the Property (as described in the Petitions) street improvements, water and sewer lines, storm drains, lighting, irrigation lines and signage, and all necessary appurtenances (collectively, the “*Improvement*”).

Section 3. The plans, specifications, profiles and estimate of cost of the Improvement, which have been prepared by Design Develop Construct Management, LLC, and which are now on file in the office of the Clerk of this City Commission, are approved. The Improvement shall be made in accordance with, and the grade of the Improvement and of any street shall be the grade as shown on, the plans, specifications and profiles for the Improvement.

Section 4. This City Commission finds and determines that (a) the Improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (b) the lots and lands to be assessed as described in Section 5 hereof and in the Petitions are specially benefited by the Improvement.

Section 5. This City Commission hereby accepts the Petitions. Subject to the provisions of and limitations set forth in the Petitions, \$1,135,000 of the costs of the Improvement (plus any interest on the special assessments to be computed at the same rate applicable to notes or bonds to be issued by the City in anticipation of the collection of the special assessments) shall be assessed against the real property described in and pursuant to the Petitions in proportion to the benefits which may result from the Improvement. The City shall pay all remaining costs of the Improvement solely from tax increment financing revenues available for that purpose.

Section 6. The cost of the Improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the Improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interest therein required for the Improvement, expenses of legal services including obtaining legal opinions, cost of labor and material and interest on securities issued in anticipation of the levy and collection of the special assessments, together with all necessary expenditures.

Section 7. The Finance Director is authorized and directed to prepare and file, or cause to be prepared and filed, in the office of the Clerk of this City Commission the estimated special assessments of the cost of the Improvement described in this Resolution. Those estimated special assessments shall be based upon the estimate of cost of the Improvement now on file in the office of the Clerk of this City Commission and shall be prepared pursuant to the provisions of this Resolution and the Petitions.

Section 8. The special assessments to be levied shall be paid in either 10 or 30 annual installments as provided in the respective Petition (each annual installment to be payable semi-annually at the time real estate taxes in Clark County, Ohio are payable), together with interest on the unpaid principal amount of each special assessment as provided for by law, and in accordance with the Petitions and the ordinance levying the final special assessments.

Section 9. The City presently intends to issue securities in anticipation of the levy and collection of the special assessments. The remainder of the entire cost of the Improvement, after application of the special assessments, shall be paid by the issuance of bonds in the manner provided by law or from other funds available for that purpose.

Section 10. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this City Commission and any of its committees, and

that all deliberations of this City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 11. That by reason of the emergency set forth and defined in the preamble hereto, this Resolution shall take effect and be in force immediately.

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2020)

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

CLERK OF THE CITY COMMISSION

EXHIBIT A

PETITIONS FOR SPECIAL ASSESSMENTS AND AFFIDAVIT

PETITION FOR SPECIAL ASSESSMENTS AND AFFIDAVIT

June __, 2020

To the City Commission of The City of Springfield, Ohio:

WHEREAS, Bechtle Avenue Properties Limited, an Ohio limited liability company (the “*Property Owner*”) and Bridgewater Project I, LLC (the “*Property Owner*”), represents that it owns certain real property (which real property represents 100% of the real property described and depicted in **ATTACHMENTS A-1** and **A-2** attached hereto and by reference made a part hereof and referred to herein as the “*Property*”), all of which Property is located within The City of Springfield, Ohio (the “*City*”); and

WHEREAS, the Property Owner acknowledges that, in connection with the development of the Property, the Property will benefit from the construction and installation on the Property of certain public infrastructure improvements consisting of streets, street lighting, a lift station, signage, and all necessary appurtenances thereto with an approximate cost of \$280,000 (which public infrastructure improvements are more fully described on **ATTACHMENT B** attached hereto and by reference made a part hereof and collectively referred to herein as the “*Improvement*”); and

WHEREAS, the Property Owner hereby petitions the City for the construction of the Improvement and further that a portion of the costs of the Improvement be assessed against the Property in accordance with this Petition; and

WHEREAS, the Property Owner acknowledges and agrees that the Property includes all of the real property to be assessed pursuant to this Petition, all of which Property will receive special benefits from the construction of the Improvement; and

WHEREAS, the Property Owner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for special assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the City Clerk; and

WHEREAS, the Property Owner requests that 100% of the special assessments be deferred as provided for herein;

NOW, THEREFORE, the Property Owner hereby petitions the City Commission of The City of Springfield, Ohio as follows:

1. *Special Assessments.* The Property Owner states that it owns 100% of the Property. Acting pursuant to Chapter 727, Ohio Revised Code, the Property Owner petitions the City Commission for the construction of the Improvement, and agrees that the Property will receive special benefits from the construction of the Improvement, and respectfully requests that \$280,000 of the costs of the Improvement, which represents approximately 43% of the actual costs of the Improvement, including without limitation the compensation, damages and expenses of the Improvement, be assessed upon the Property. The Property Owner anticipates that the Property will be divided into seventy (59) lots and that the actual costs of the Improvement will be apportioned equally among all of the lots included within the Property (with an apportionment of \$4,745.76 per lot). To the extent the Property Owner, or its grantees or other successors with respect to the Property, does not pay the special assessments as levied in the time period provided for by Ohio law, the Property Owner acknowledges and agrees that the City may, in accordance with Ohio law, issue notes or bonds in anticipation of the collection of those unpaid special assessments. The Property Owner further agrees that in accordance with Ohio law, the City may increase those unpaid special assessments by an amount necessary to reflect any financing costs, including but not limited to, interest and issuance expenses, and if the City elects not to issue notes or bonds in anticipation of the collection of those unpaid special assessments, the City may increase those unpaid special assessments by an amount to reflect interest on such unpaid special assessments at an interest rate which shall be determined by the City to be substantially equivalent to the fair market rate that would have been borne by such notes or bonds. The City may also increase the unpaid assessments by an amount equal to the actual costs charged by Clark County to administer and collect the special assessments. The Property Owner further agrees that the City, pursuant to the issuance of any bonds, may contract with the trustee of the bonds (the "Bond Trustee") for the Bond Trustee to determine the amount of Special Assessments to be collected from each lot for each year of the Special Assessment after application of credits to the Special Assessments as provided in the Trust Agreement for such bonds.

2. *Construction and Payment of Costs of the Improvement.* (a) The Property Owner or its designee shall construct or cause the construction of the Improvement in a manner consistent with the plans and specifications for such Improvement which shall have been approved by the City, (b) the Property Owner or its designee shall pay prevailing wage to laborers as determined by the Ohio Department of Commerce under Chapter 4115 of the Ohio Revised Code in connection with the construction of the Improvement, (c) the Property Owner or its designee shall provide warranties and guarantees with respect to the workmanship of the Improvement and the correction of deficiencies, and (d) the Property Owner or its designee shall enter into an Infrastructure Agreement and the Plat Agreement for Bridgewater Subdivision Phase 2 to include the above terms.

3. *Duration of Special Assessments.* The Property Owner hereby confirms that the special assessments (which shall be adjusted to include an amount necessary to reflect any financing costs, including but not limited to, interest and issuance expenses on related securities issued by the City or an interest equivalent if securities are not issued) and the interest thereon be payable in ten (10)

annual installments of principal and interest (each annual installment to be payable semi-annually at the time real property taxes in Clark County, Ohio are payable), that the interest on the special assessments will be computed at the same interest rate applicable to the notes or bonds to be issued by the City in anticipation of collection of the unpaid special assessments or an interest equivalent, and that the annual amounts for principal and interest be computed utilizing a methodology which produces the same amount, or approximately the same amount, each year. The Property Owner hereby requests that the special assessments and interest thereon be certified to the County Auditor in order that the first installment of special assessments shall be due beginning in the earlier of (a) calendar year 2023 or (b) the first tax year of the Incentive District Life for Incentive District #2 as defined in City Ordinance No. 18-316. Following the deferment, the special assessments will be collected in ten (10) annual installments as described in this paragraph.

4. *Payment of Special Assessments.* In consideration of the Improvement, the Property Owner, for itself and its grantees or other successors with respect to the Property, agrees to pay promptly all special assessments levied against the lots and lands which collectively constitute the Property as they become due, and agrees that the determination by the City Commission of the special assessments in accordance with the terms hereof will be final, conclusive and binding upon the Property Owner and the Property. In further consideration of the Improvement, the Property Owner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be specially assessed for the actual costs of the Improvement, in the deed to the transferee the existence of any outstanding special assessment for the Improvement and to require that transferee covenant to disclose that information in any subsequent deed to any transferee so long as such special assessments remain unpaid. As a condition to each subsequent transfer while such special assessments remain unpaid, the Property Owner further covenants and agrees to provide expressly in the deed to any transferee (a) for the acquisition by such transferee of the Property subject to any outstanding special assessment and such transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Property Owner has waived pursuant to this Petition and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee the conditions described in clause (a) so long as such special assessments remain unpaid.

5. *Action by City Commission.* The Property Owner, for its successors and assigns, further consents and requests that all legislation required to be enacted to permit the Improvement to commence immediately be enacted at one City Commission meeting.

6. *Waivers.* The Property Owner consents and requests that these special assessments be levied and collected without limitation as to the value of the Property, and waives all the following relating to the Improvement and the special assessments:

- (a) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code or by any other provision restricting these special assessments to 33-1/3% of the actual improved value of the lots and lands as enhanced by the Improvement to be made;

(b) any and all rights, benefits and privileges specified by Section 727.04 of the Revised Code or by any other provision limiting special assessments for reimprovement when a special assessment has been levied and paid previously;

(c) any and all damages or claims for damages of whatsoever kind, character or description resulting from the Improvement or the making of the Improvement, including but not limited to all rights, benefits and privileges specified by Sections 727.18 through 727.22 and Section 727.43 of the Revised Code;

(d) any and all resolutions, ordinances and notices required for the making of the Improvement, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, the passage of the assessing ordinance, and the right to apply for deferment of the special assessments pursuant to Section 727.251 of the Revised Code, and including, but not limited to, notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code;

(e) any limitation on the addition of interest to the special assessments specified by Section 727.301 of the Revised Code;

(f) any limitation or restriction on the levy and collection of special assessments against the Property for the Improvement as specified in Section 929.03 of the Revised Code; and

(g) any and all irregularities and defects in the proceedings.

7. Notice. Notice may be provided to the Property Owner at:

Bridgewater Project I, LLC
c/o Eubel Brady & Suttman Asset Management
10100 Innovation Drive, Suite 410
Miamisburg, Ohio 45342

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- 5 -

ATTACHMENT A-1

Description of the Property

[attached]

ATTACHMENT A-2

Depiction of the Property

[attached]

ATTACHMENT B

Description of Improvement

The Improvement to be constructed is described in the plans and specifications attached hereto, all of which will benefit or serve, or when made will benefit and serve Phase 2 of the Tuttle Road Housing Project.

[attached]

PETITION FOR SPECIAL ASSESSMENTS AND AFFIDAVIT

June __, 2020

To the City Commission of The City of Springfield, Ohio:

WHEREAS, Bridgewater Project I, LLC (the “*Property Owner*”), represents that it owns certain real property (which real property represents 100% of the real property described and depicted in **ATTACHMENTS A-1** and **A-2** attached hereto and by reference made a part hereof and referred to herein as the “*Property*”), all of which Property is located within The City of Springfield, Ohio (the “*City*”); and

WHEREAS, the Property Owner acknowledges that, in connection with the development of the Property, the Property will benefit from the construction and installation on the Property of certain public infrastructure improvements consisting of water and sewer lines, storm drains, and all necessary appurtenances thereto with an approximate cost of \$855,000 (which public infrastructure improvements are more fully described on **ATTACHMENT B** attached hereto and by reference made a part hereof and collectively referred to herein as the “*Improvement*”); and

WHEREAS, the Property Owner hereby petitions the City for the construction of the Improvement and further that a portion of the costs of the Improvement be assessed against the Property in accordance with this Petition; and

WHEREAS, the Property Owner acknowledges and agrees that the Property includes all of the real property to be assessed pursuant to this Petition, all of which Property will receive special benefits from the construction of the Improvement; and

WHEREAS, the Property Owner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for special assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the City Clerk; and

WHEREAS, the Property Owner requests that 100% of the special assessments be deferred as provided for herein;

NOW, THEREFORE, the Property Owner hereby petitions the City Commission of The City of Springfield, Ohio as follows:

1. *Special Assessments.* The Property Owner states that it owns 100% of the Property. Acting pursuant to Chapter 727, Ohio Revised Code, the Property Owner petitions the City Commission for the construction of the Improvement, and agrees that the Property will receive special benefits from the construction of the Improvement, and respectfully requests that \$855,000 of the costs of the Improvement, which represents approximately 53% of the actual costs of the Improvement, including without limitation the compensation, damages and expenses of the Improvement, be assessed upon the Property. The Property Owner anticipates that the Property will be divided into seventy (59) lots and that the actual costs of the Improvement will be apportioned equally among all of the lots included within the Property (with an apportionment of \$14,491.53 per lot). To the extent the Property Owner, or its grantees or other successors with respect to the Property, does not pay the special assessments as levied in the time period provided for by Ohio law, the Property Owner acknowledges and agrees that the City may, in accordance with Ohio law, issue notes or bonds in anticipation of the collection of those unpaid special assessments. The Property Owner agrees that in accordance with Ohio law, the City may increase those unpaid special assessments by an amount necessary to reflect any financing costs, including but not limited to, interest and issuance expenses, and if the City elects not to issue notes or bonds in anticipation of the collection of those unpaid special assessments, the City may increase those unpaid special assessments by an amount to reflect interest on such unpaid special assessments at an interest rate which shall be determined by the City to be substantially equivalent to the fair market rate that would have been borne by such notes or bonds. The City may also increase the unpaid assessments by an amount equal to the actual costs charged by Clark County to administer and collect the special assessments. The Property Owner further agrees that the City, pursuant to the issuance of any bonds, may contract with the trustee of the bonds (the "Bond Trustee") for the Bond Trustee to determine the amount of Special Assessments to be collected from each lot for each year of the Special Assessment after application of credits to the Special Assessments as provided in the Trust Agreement for such bonds.

2. *Construction and Payment of Costs of the Improvement.* (a) The Property Owner or its designee shall construct or cause the construction of the Improvement in a manner consistent with the plans and specifications for such Improvement which shall have been approved by the City, (b) the Property Owner or its designee shall pay prevailing wage to laborers as determined by the Ohio Department of Commerce under Chapter 4115 of the Ohio Revised Code in connection with the construction of the Improvement, (c) the Property Owner or its designee shall provide warranties and guarantees with respect to the workmanship of the Improvement and the correction of deficiencies, and (d) the Property Owner or its designee shall enter into an Infrastructure Agreement and the Plat Agreement for Bridgewater Subdivision Phase 2 to include the above terms.

3. *Duration of Special Assessments.* The Property Owner hereby confirms that the special assessments (which shall be adjusted to include an amount necessary to reflect any financing costs, including but not limited to, interest and issuance expenses on related securities issued by the City or an interest equivalent if securities are not issued) and the interest thereon be payable in thirty (30) annual installments of principal and interest (each annual installment to be payable semi-annually at

the time real property taxes in Clark County, Ohio are payable), that the interest on the special assessments will be computed at the same interest rate applicable to the notes or bonds to be issued by the City in anticipation of collection of the unpaid special assessments or an interest equivalent, and that the annual amounts for principal and interest be computed utilizing a methodology which produces the same amount, or approximately the same amount, each year. The Property Owner hereby requests that the special assessments and interest thereon be certified to the County Auditor in order that the first installment of special assessments shall be due beginning in the earlier of (a) calendar year 2023 or (b) the first year of the Incentive District Life for Incentive District #1 as defined by City Ordinance No. 18-316. Following the deferment, the special assessments will be collected in thirty (30) annual installments as described in this paragraph.

4. *Payment of Special Assessments.* In consideration of the Improvement, the Property Owner, for itself and its grantees or other successors with respect to the Property, agrees to pay promptly all special assessments levied against the lots and lands which collectively constitute the Property as they become due, and agrees that the determination by the City Commission of the special assessments in accordance with the terms hereof will be final, conclusive and binding upon the Property Owner and the Property. In further consideration of the Improvement, the Property Owner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be specially assessed for the actual costs of the Improvement, in the deed to the transferee the existence of any outstanding special assessment for the Improvement and to require that transferee covenant to disclose that information in any subsequent deed to any transferee so long as such special assessments remain unpaid. As a condition to each subsequent transfer while such special assessments remain unpaid, the Property Owner further covenants and agrees to provide expressly in the deed to any transferee (a) for the acquisition by such transferee of the Property subject to any outstanding special assessment and such transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Property Owner has waived pursuant to this Petition and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee the conditions described in clause (a) so long as such special assessments remain unpaid.

5. *Action by City Commission.* The Property Owner, for its successors and assigns, further consents and requests that all legislation required to be enacted to permit the Improvement to commence immediately be enacted at one City Commission meeting.

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(b) any and all rights, benefits and privileges specified by Section 727.04 of the Revised Code or by any other provision limiting special assessments for reimprovement when a special assessment has been levied and paid previously;

(c) any and all damages or claims for damages of whatsoever kind, character or description resulting from the Improvement or the making of the Improvement, including but not limited to all rights, benefits and privileges specified by Sections 727.18 through 727.22 and Section 727.43 of the Revised Code;

(d) any and all resolutions, ordinances and notices required for the making of the Improvement, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, the passage of the assessing ordinance, and the right to apply for deferment of the special assessments pursuant to Section 727.251 of the Revised Code, and including, but not limited to, notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code;

(e) any limitation on the addition of interest to the special assessments specified by Section 727.301 of the Revised Code;

(f) any limitation or restriction on the levy and collection of special assessments against the Property for the Improvement as specified in Section 929.03 of the Revised Code; and

(g) any and all irregularities and defects in the proceedings.

7. Notice. Notice may be provided to the Property Owner at:

Bridgewater Project I, LLC
c/o Eubel Brady & Suttman Asset Management
10100 Innovation Drive, Suite 410
Miamisburg, Ohio 45342

(This Space Intentionally Left Blank)

ATTACHMENT A-1

Description of the Property

[attached]

ATTACHMENT A-2

Depiction of the Property

[attached]

ATTACHMENT B

Description of Improvement

The Improvement to be constructed is described in the plans and specifications attached hereto, all of which will benefit or serve, or when made will benefit and serve Phase 2 of the Tuttle Road Housing Project.

[attached]