

CITY COMMISSION AGENDA

March 2, 2021

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, March 2, 2021, via the ZOOM Meeting application in place of its regular evening session and can be viewed live on [YouTube.com/GATVSpringfield5](https://www.youtube.com/GATVSpringfield5).

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

FIRST READINGS – ORDINANCES

The following legislation is being presented for the first time and requires presentation at a second meeting before vote on passage. The City Manager recommends passage on March 16, 2021:

056-21 Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clem Farms LTD, to lease 37.99 acres at the Springfield-Beckley Municipal Airport, of which 34.89 acres are tillable farmland, and confirming and approving services provided by Clem Farms LTD from December 1, 2020 to the passage of this Ordinance.

057-21 Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Jeremy and Taylor Renner Farm to lease approximately 579.04 acres at and near the Springfield-Beckley Municipal Airport in Clark County, Ohio, of which 530.5 acres are tillable farm land; and confirming and approving services provided by Jeremy and Taylor Renner Farm from December 1, 2020 to the passage of this Ordinance.

058-21 Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Berner Farms, to lease 308.758 acres in the vicinity of the City's Water Treatment Plant, of which 235.754 acres are tillable farmland, and confirming and approving services provided from January 1, 2021 to the passage of this Ordinance.

059-21 Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clarks Farm Market LLC, to lease 103.889 acres in the vicinity of the City's Water Treatment Plant, of which 99.159 acres are tillable farmland, and confirming and approving services provided from January 1, 2021 to the passage of this Ordinance.

060-21 Authorizing the City Manager to enter into an Airport Vegetation Management Agreement [2021-2025] with Jeffrey A. Goodbar, to manage vegetation growth on 33.14 acres at the Springfield-Beckley Municipal Airport, and confirming and approving services provided by Jeffrey A. Goodbar from December 1, 2020 to the passage of this Ordinance.

061-21 Authorizing the City Manager to enter into a Development Incentive Agreement (Single Family Residential Development) with Rock Powers as Power of Attorney for Janice L. Powers, to provide for sewer services to real property outside the City limits.

062-21 Authorizing the purchase of one AEBI Terratrak Model TT281+ 109HP Tractor and one SEPPI SMWA AUS200 Mount Mulching Mower for an amount not to exceed \$240,603.00, from Steinke Tractor Sales, Inc., through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

SECOND READINGS – ORDINANCES

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

005-21 Amending the Zoning Map of Springfield, Ohio by rezoning 0.17 acre at 366 Ludlow Avenue, Springfield, Ohio from RS-8, Medium-Density, Single-Family Residence District to CN-2, Neighborhood Commercial District.

006-21 Amending the Zoning Map of Springfield, Ohio by amending the Limestone Center Planned Development District located at 1600 North Limestone Street.

072-20 Authorizing the exercise of the City's option to renew the Parking Management Agreement with Republic Parking System, LLC, for downtown parking management services, for an amount not to exceed \$220,000.00.

030-21 Authorizing the City Manager to accept and continue an Energized Community Grant ("Grant Agreement") through the Northeast Ohio Public Energy Council ("NOPEC") in an amount up to \$64,018.00 to be used for implementation of energy savings or energy infrastructure measures; authorizing the City Manager to renew and continue an existing Grant Agreement; and authorizing the City Manager, Law Director and the Director of Finance to do all things necessary in accordance with the Grant Agreement and to comply with all relevant local, state and federal legal requirements.

031-21 Authorizing the purchase of eight 2021 Ford Police Interceptors from National Auto Fleet Group, for an amount not to exceed \$306,463.68, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

032-21 Authorizing the issuance of a purchase order for the purchase of five Low Floor Cutaway Buses from Transportation Equipment Sales Corporation for an amount not to exceed \$1,355,195.00.

033-21 Authorizing and directing the City Manager to select certain identified parcels of real estate that constitute non-productive lands and to notify the Prosecuting Attorney or the County Auditor of Clark County, Ohio, as the case may be, pursuant to Sections 5722.03 and 5722.04 of the Ohio Revised Code that the City wishes to acquire said parcels pursuant to the provisions of Ohio Revised Code Chapter 5722 and Ordinance No. 98-293, passed August 25, 1998 and to do all things necessary to acquire said parcels.

034-21 Authorizing the City Manager to enter into a contract with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

035-21 Authorizing the City Manager to enter into a contract with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

036-21 Authorizing the City Manager to enter into a contract with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

037-21 Authorizing the City Manager to enter into a contract with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

038-21 Authorizing the City Manager to enter into a contract with ET's Lawn Maintenance and Landscaping, LLC, for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

039-21 Authorizing the City Manager to enter into a contract for the purchase of street materials with A & B Asphalt Corporation for an amount not to exceed \$330,750.00.

040-21 Authorizing the City Manager to enter into a contract for the purchase of street materials with Shelly Materials, Inc. for an amount not to exceed \$327,775.00.

041-21 Authorizing the City Manager to enter into a contract for the purchase of street materials with HEI-WAY LLC for an amount not to exceed \$67,060.00.

042-21 Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Enon Sand and Gravel, LLC, for an amount not to exceed \$26,398.75.

043-21 Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Mechanicsburg Sand and Gravel, Inc., for an amount not to exceed \$143,572.50.

EMERGENCIES - ORDINANCES

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

- 011-21** Providing for Supplemental Appropriations within various funds.
- 063-21** Authorizing the acceptance of a donation from the Defense Logistics Agency of two used Recon Scout XL Throwbots valued at \$1,500.00 each.
- 064-21** Confirming and approving the acceptance of a donation from the Springfield Township Fire Department of 37 twin-size mattresses valued at \$200.00 each for a total value of \$7,400.00.
- 065-21** Authorizing the City Manager to enter into a Lease/Purchase Agreement with Truist Bank, in the principal amount of \$780,000.00 to finance the purchase of one 800 Jetter Truck and one 2020 HX12 Hydro Excavator for sewer maintenance, and one 2022 HV607 SBA Crane Truck for use by the Wastewater Treatment Plant; authorizing the City Manager, Finance Director, City Treasurer and Law Director to do all things they deem necessary to enter into and complete the subject lease transaction.
- 066-21** Authorizing the purchase of one 2020 HX12 Hydro Excavator from Brown Equipment Company, for an amount not to exceed \$401,995.00, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.
- 067-21** Authorizing the purchase of one 800 Jetter Truck from Brown Equipment Company, for an amount not to exceed \$231,271.58, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.
- 068-21** Authorizing the purchase of one 2022 HV607 SBA Crane Truck for an amount not to exceed \$68,137.20, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.
- 069-21** Authorizing the City Manager to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Eastern Pressure District Waterline Upgrades Project, for an amount not to exceed \$489,754.00.
- 007-19** Authorizing the City Manager to enter into a contract with L.J. DeWeese Co., Inc. for the CLA - Sidewalk Project, PID No. 109478 for an amount not to exceed \$225,347.70.
- 084-20** Authorizing the City Manager to enter into an amendment with Tyler Technologies, Inc. fka New World Systems Corporation for an amount not to exceed \$75,979.47 for the period of April 1, 2021 through September 30, 2021, to maintain computer software used by the City's Public Safety Departments.
- 070-21** Authorizing the City Manager to enter into a Host Site Agreement with BETA Technologies, Inc., for the installation of an eVTOL vertipad and flight simulator as part of the advanced air mobility campus at the Springfield-Beckley Municipal Airport.

071-21 Authorizing the City Manager to enter into a Joint Development Agreement with Sommer Enterprises, LLC, in an amount not to exceed \$4,063.27.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bryan Heck". The signature is stylized and cursive.

Bryan Heck
City Manager

Request for Commission Action City of Springfield, Ohio

Item Number: 056-21

Agenda Date: 3/2/2021

Today's Date: 2/19/2021

Subject: Cropland Lease Agreement – Clem Farms LTD

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen x 7351

<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 the City Commission authorize the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clem Farms LTD to lease approximately 37.99 acres, of which 34.89 acres are tillable farm land, located at the Springfield-Beckley Municipal Airport. Also requesting City Commission confirm and approve services provided by Clem Farms LTD from December 1, 2020.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clem Farms LTD, to lease 37.99 acres at the Springfield-Beckley Municipal Airport, of which 34.89 acres are tillable farmland, and confirming and approving services provided by Clem Farms LTD from December 1, 2020 to the passage of this Ordinance.

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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 Cropland Lease Agreement [2021-2025], a copy of which is attached hereto and is hereby approved, with Clem Farms LTD to lease 37.99 acres at the Springfield-Beckley Municipal Airport, of which 34.89 acres are tillable farmland.

Section 2. That this Commission hereby finds that the price per tillable acres as identified in the attached Cropland Lease Agreement is a reasonable consideration for the acres leased.

Section 3. That this Commission hereby confirms and approves services provided by Clem Farms LTD from December 1, 2020 to the passage of this Ordinance.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CROPLAND LEASE AGREEMENT

[2021-2025]

This Agreement entered into this 8th day of Feb, 2021, by and between **THE CITY OF SPRINGFIELD, OHIO** a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 (the "City") and **CLEM FARMS LTD** an Ohio limited liability company, whose mailing address is 4835 Springfield-Xenia Road, Springfield, Ohio 45506 (the "Tenant").

The parties agree as follows:

Section 1. The City leases to the Tenant for a term of five (5) crop years, beginning January 1, 2021 and ending December 31, 2025: the approximately Thirty Seven and 99/100 (37.99) acres, of which Thirty Four and 89/100 (34.89) acres are tillable farm land owned by City and located on the premises of the Springfield-Beckley Municipal Airport in Clark County, Ohio, and assigned permanent parcel numbers 100-11-00010-000-004 and 100-11-00010-000-005 (see **Exhibit A** attached hereto and incorporated herein). Tenant shall not disturb the waterway running through the leased premises; except, Tenant shall properly maintain the water way in accordance with the requirements of City's Conservation Reserve Program Contract pertaining to the waterway.

Section 2. Tenant shall pay to the City as rent for the use of said leased premises the sums specified below per tillable acre payable on December 1 of each year of this Lease, commencing December 20, 2021. In the event a lease payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest:

- a. for the 2021 crop year, the rent shall be One Hundred Fifty-Seven Dollars and Seventeen Cents (\$157.17) per tillable acre ("2021 contract rent");
- b. for the 2022 crop year, the contract rent shall be determined by dividing OSU Extension 2021 projected rent for top land by OSU Extension 2014 cash rent for top land and multiplying that quotient by 2021 contract rent to produce 2022 contract rent;
- c. for the 2023 crop year, the contract rent shall be determined by dividing OSU Extension 2022 projected rent for top land by OSU Extension 2021 cash rent for top land and multiplying that quotient by 2022 contract rent to produce 2023 contract rent;
- d. for the 2024 crop year, the contract rent shall be determined by dividing OSU Extension 2023 projected rent for top land by OSU Extension 2022 cash rent for top land and multiplying that quotient by 2023 contract rent to produce 2024 contract rent;
- e. for the 2025 crop year, the contract rent shall be determined by dividing OSU Extension 2024 projected rent for top land by OSU Extension 2023 cash rent for top land and multiplying that quotient by 2024 contract rent to produce 2025 contract rent; and

"OSU Extension cash rent" refers to the rents described in the report issued by the Ohio State University Extension, Department of Agricultural, Environmental, and Development Economics

for Western Ohio Cropland Values and Cash Rents as pertaining to southwest Ohio. The report "Western Ohio Cropland Values and Cash Rents 2019–20" could be found at the following web address:

<https://farmoffice.osu.edu/sites/aglaw/files/sitelibrary/farmmgtpdf/WesternOhioCroplandValuesCashRents2019-20Final.pdf> in 2020. In the event the Ohio State University ceases to publish the annual Western Ohio Cropland Values and Cash Rents, the CITY and TENANT shall work together to find an equivalent data set to make adjustments to crop year rent.

Section 3. Tenant hereby grants a security interest to City in all crops and farm products produced on the leased premises. Said security interest is to secure lease payments made pursuant to this Lease Agreement.

Section 4. This Lease Agreement may be terminated by City at its option, by giving notice, in writing, to Tenant.

Section 5. City reserves the right to demand possession of all or any portion of the leased premises at any time for any purpose. In such event, City shall pay reasonable and actual damages for growing crops taken and reasonable value, as determined by the City, for work done on tilled but unplanted land.

Section 6. Tenant shall during the term hereof, pay all charges for electricity, gas, heat, water and all other utilities used or supplied to the leased premises. Tenant will cultivate, fertilize, lime and manage said leased premises in a husbandman like manner according to the most improved course of husbandry; and shall not plow up any land now in meadow or pasture without the written consent of the City. Tenant will use and occupy said leased premises in a careful, safe and proper manner and will not commit or suffer any waste thereon, nor use the said leased premises in any unlawful manner.

Section 7. It is understood and agreed that the rights granted hereunder will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport. It is understood and agreed that no crops will be grown within the primary surface of any runway nor within 100 feet of any taxiway or aircraft parking area on a general aviation airport and 125 feet of any taxiway or aircraft parking area on an air carrier airport, nor in such a way as to obstruct the line of sight from any point on a runway to any point on any other runway. Crops grown in the approach areas at the ends of each runway shall be restricted to low growing varieties that will not penetrate the FAR Part 77 approach surfaces.

Section 8. Tenant shall strictly comply with the "Specifications and Other Conditions" attached hereto as **Exhibit B** and incorporated herein.

Section 9. City may enter the leased premises at all reasonable times to inspect the same and to perform any work required therein which may be necessary by reason of Tenant's default under the terms of this Lease Agreement or by reason of City's conducting airport operations adjacent to the leased premises.

Section 10. Tenant agrees to indemnify and hold City harmless from any and all liability which may result from the acts or omissions of Tenant or any employee or agent of Tenant. Tenant will, during the term of this Lease, at his own expense, carry Comprehensive General Liability Insurance for the leased premises with limits of at least \$100,000.00 for bodily injury to any one person and \$300,000.00 for bodily injury in the aggregate, per occurrence, and at

least \$100,000.00 for property damage in the aggregate per occurrence. The City shall receive at least ten (10) days written notice of cancellation or material change in said insurance policy and the same insurance policy shall name City as an additional insured.

Section 11. Tenant may not assign nor sublet the leased premises except upon obtaining written permission from City.

Section 12. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 13. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

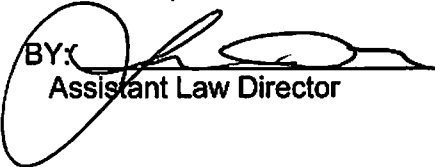
Section 14. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 15. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

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

APPROVED AS TO FORM
AND CORRECTNESS:

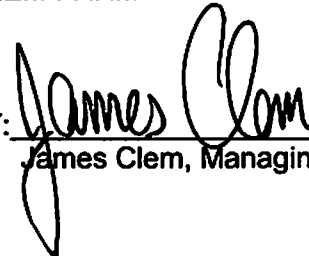
Jill N. Allen, Law Director

BY: 
Assistant Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Bryan Heck, City Manager

CLEM FARMS LTD

BY: 
James Clem, Managing Member

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

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

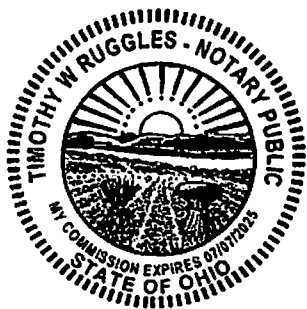
In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this _____ day of _____, 20__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

Before me, a Notary Public, in and for said County and State, personally appeared James Clem, who acknowledge that he signed the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 8th day of February, 2021.



[Signature]
Notary Public

This instrument prepared by The City of Springfield, Ohio.

Exhibit A

Situated in the Townships of Mad River and Green, County of Clark, in the State of Ohio, and bounded and described as follows:

Being part of the N.W. Quarter of Section No. 10 and part of the N.E. Quarter of Section No. 16, Town No. 4, Range No. 8, M.R.S. Beginning at a stone in the north boundary line of said Section No. 10 from which a large stone monument at the N.W. corner of said Section No. 10 bears N. 85° 32' W. 26.90' distant; thence running with the north line of said Section No. 10, S. 85° 32' E. 159.64 poles to a post at the quarter section corner, from which a stone bears N. 4° 10' E. ten links distant; thence with the quarter section line S. 4° 10' W. 80.52 poles to a stone at the N.E. corner of lands owned by Margaret Gerhardt; thence with her line and the north line of lands owned by G. W. Young, N. 85° 35' W. 191.76 poles to a stake, crossing the line between said Section Nos. 10 and 16 at 163.36 poles, from which stake a stone bears N. 85° 35' W. 37.62 feet distant; thence with the east marginal line of the right of way as now used and occupied by the Springfield and Xenia Traction Co. N. 25° 58' E. 86.64 poles to the place of beginning.

Containing 88.44 acres situate as follows: In Section No. 10, 81.20 acres; in Section 16, 7.24 acres.

EXCEPTING THEREFROM 0.75 acres heretofore conveyed by Grantor herein. Being part of the northwest quarter of Section 10 and of the northeast quarter of Section 16, Township 4, Range 8, B.M.R.S. being also part of an 88.44 acre tract in said townships conveyed to the grantor, Sherwood F. Gerhardt, by deed recorded on Page 597 of Volume 284 of the Deed Records of Clark County, Ohio. Said part being 0.75 acre tract bounded and described as follows:

Beginning at a one-half inch square iron pin in the west line of said 88.44 acre tract and in the east line of land conveyed by Milton Crabill et ux. to The Springfield and Xenia Traction Company, the deed for which is recorded in Volume 173 on Page 522 of the Clark County Deed Records; said beginning point is S. 25° 58' W. and 150 feet distant from a stone monument, in the north line of said Section 10, at the northwest corner of said **88.44** acre tract, said stone monument being S. 85° 32' E. and 26.9 feet distant from a large boulder monument at the corner common to Section 10, 11, 16 and 17, of Township 4, Range 8; thence from said iron pin at the beginning point, running parallel with the north line of said Section 10, S. 85° 32' E. 200 feet to a one-half inch square iron pin; thence parallel with the east line of said Springfield and Xenia Traction Company tract S. 25° 58' W. 175 feet to a one-half inch square iron pin; thence parallel with the north line of said Section 10, N. 85° 32' W. 200 feet to a one-half inch square iron pin in the east line of said Traction Company tract; thence with said east line N. 25° 58' E. 175 feet to the place of beginning. Containing 0.75 acres of which 0.22 is in Mad River Township and 0.53 acres is in Green Township.

ALSO EXCEPTING THEREFROM the following described real estate:

Situate in the County of Clark, in the State of Ohio, and in the Township of Green, and bounded and described as follows, viz:

Being part of the Northwest ¼ of Section 10, Town 4, Range 8, M.R.S.:

Beginning at the southwest corner of a 40-acre tract, heretofore conveyed to the City of Springfield, Ohio, by the Grantors herein by deed dated Feb. 28th 1944, and recorded in Volume 353, Page 595 of the Deed Records of Clark County, Ohio, thence with the west line of said 40 acre tract N. 4° 10' East 80.59 poles, more or less, to a point in the north line of said Section 10, said point being the northwest corner of said 40 acre tract; thence, with the north line of said Section 10 N. 85° 32' West 2.79 poles, more or less, to the southwest corner of a 22.5 acre tract conveyed to the City of Springfield, Ohio, by Gwendolyn Breedlove Collier; thence with the west line of said 22.5 acre tract extended, S. 4° 10' W. 80.59 poles, more or less, to a point; thence S. 85° 35' E. 2.79 poles, more or less, to the place of beginning. Containing 1.40 acres, more or less.

ALSO EXCEPTING THEREFROM, the following described real estate to wit:

Situated in the County of Clark, State of Ohio, Green Township, Green Township Special School District.

Being part of the N.W. $\frac{1}{4}$ of Section 10, T. 4, R. 8, M.R.S.

Beginning at a stone monument on the half section line running north and south through the center of said Section 10 and said stone being at the northeast corner of lands now owned by Daniel Gerhardt, and also being at the southeast corner of the land of the grantor herein; thence, with the grantor's present south line N. 85° 35' W. 79.47 poles to a point; thence on a line parallel with the half section line N. 4° 10' E. 80.59 poles to a point in the grantor's north line; thence with the grantor's north line, the same being the north line of said Section 10, S. 85° 32' E. 79.47 poles to a post at the northeast corner of said $\frac{1}{4}$ section, from said post a stone bears N. 4° 10' E. 10 links distant; thence with the $\frac{1}{2}$ section line S. 4° 10' W. 80.52 poles to the place of beginning, and containing 40 acres, more or less.

ALSO EXCEPTING THEREFROM; the following described real estate:

Being a tract 150 feet by 200 feet at the northwest corner of a certain 88.44 acre tract, situated in the Townships of Mad River and Green, Clark County, Ohio, and being part of the Northwest quarter of Section 10, and part of the Northeast quarter of Section 16, in Township 4, Range 8, M.R.S. The tract hereby conveyed is more particularly described as follows:

Beginning at the N.W. corner of said 88.44 acre tract at a stone monument in the North line of said Section 10, which is South 85° 32' E. 26.9' distant from a large boulder monument at the corner common to Sections 10, 11, 16 and 17 of Township 4, Range 8, M.R.S.; thence running from said point East with the north line of Section 10, 200 feet to a point; thence parallel with the East line of the Springfield and Xenia Traction Company's right of way South 25° 58' W. 150' to an iron pin at the N.E. corner of a 0.75 acre tract conveyed by Sherwood F. Gerhardt, et al., to Virgil L. Stitzel, by deed recorded in Volume 322, Page 4, Deed Records of Clark County, Ohio; thence West with said Stitzel's north line and parallel with the North line of Section 10, 200 feet to the northwest corner of said Stitzel's 0.75 acre tract and in the East line of the lands of the Springfield and Xenia Traction Company; thence North along the east line of said Springfield and Xenia Traction Company 150 feet to the place of beginning. Containing approximately 0.65 of an acre.

ALSO EXCEPTING THEREFROM the following described real estate:

Situate in the County of Clark, in the State of Ohio, and in the Townships of Mad River and Green, and bounded and described as follows, viz:

Being part of the northwest quarter of Section 10, Township 4, and Range 8, in Green Township and part of the northeast quarter of Section 16, Township 4, and Range 8 in Mad River Township and being more fully described as follows:

Beginning at an iron pipe on the east marginal line of the Springfield-Xenia Road, said pipe being S. 25° 58' W. 1099.56 feet from the north line of Section 10; thence S. 85° 35' E. 425.76 feet to an iron pipe; thence S. 25° 58' W. 110 feet to an iron pipe; thence N. 85° 35' W. 425.76 feet to an iron pipe on the east line of Springfield-Xenia Road; thence with the east line of said road N. 25° 58' E. 110 feet to the place of beginning. Containing 1.00 acre, of which 0.88 acres lies within Mad River Township and 0.12 acres lies within Green Township.

ALSO EXCEPTING THEREFROM the following described real estate:

Situated in the State of Ohio, County of Clark, and in the Townships of Mad River and Green, and bounded and described as follows, viz:

Being part of the northwest quarter of Section 10, Township 4, and Range 8, in Green Township and part of the northeast quarter of Section 16, Township 4, and Range 8 in Mad River Township and being more fully described as follows:

Beginning at an iron pipe on the east marginal line of the Springfield-Xenia Road, said pipe being S. 25° 58' W. 989.56 feet from the north line of Section 10; thence S. 85° 35' E. 425.76 feet to an iron pipe; thence S. 25° 58' W. 110 feet to an iron pipe; thence N. 85° 35' W. 425.76 feet to an iron pipe on the east line of Springfield-Xenia Road; thence with the east line of said road N. 25° 58' E. 110 feet to the place of beginning. Containing 1.00 acre, of which 0.80 acres lies within Mad River Township and 0.20 acres lies within Green Township.

ALSO EXCEPTING THEREFROM the following described real estate:

Situated in the County of Clark, in the State of Ohio, and in the Mad River and Green Townships, and bounded and described as follows, viz:

Being part of the northwest quarter of Section 10, Township 4, and Range 8, in Green Township and part of the northeast quarter of Section 16, Township 4, and Range 8 in Mad River Township and being more fully described as follows:

Beginning at an iron pipe on the east marginal line of the Springfield-Xenia Road, said pipe being S. 25° 58' W. 1209.56 feet from the north line of Section 10; thence S. 85° 35' E. 425.76 feet to an iron pipe; thence S. 25° 58' W. 220 feet to an iron pipe; thence N. 85° 35' W. 425.76 feet to an iron pipe on the east line of Springfield-Xenia Road; thence with the east line of said Road N. 25° 58' E. 220 feet to the place of beginning. Containing 2.00 acres, of which 1.97 acres lies within Mad River Township and 0.003 acres lies within Green Township.

ALSO EXCEPTING THEREFROM the following described real estate:

Situate in the Townships of Mad River and Green in the County of Clark and State of Ohio.

Being one acre, 0.71 acre of which is in Section 16, Town 4, Range 8, in Mad River Township, and 0.29 acre of which is in Section 10, Town 4, Range 8, in Green Township, and bounded and described as follows, viz:

Commencing at an iron pipe in the east line of the Springfield-Xenia Road (U.S. Route 68), said pipe being at the northwest corner of premises now owned by Don Priessec; thence along the east line of said road North 25° 58' East 100 feet to another iron pipe in the east line of said road; thence South 85° 35' East 425.76 feet to another iron pipe; thence South 25° 58' West 110 feet to another iron pipe; thence North 85° 35' West 425.76 feet to the place of beginning.

Parcel Nos. 100-11-00010-000-004, 100-11-00010-000-005,
180-11-00016-201-003, 180-11-00016-201-004

EXHIBIT B
SPECIFICATIONS AND OTHER CONDITIONS

1. The Tenant's attention is directed to the fact that all applicable federal, state, and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout; Tenant must comply with those laws pertaining to wages and equal employment. Ignorance of legislation will in no way excuse the Tenant from full compliance with all statutes and regulations.
2. The Tenant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Tenant shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin.
3. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
4. It shall be understood and agreed by the Tenant that only the leased premises are the parcels to be leased.
 - a. Tenant may farm only the land included in the leased premises. All other land or crop's disturbed shall be replaced at the request of the City and under the direction of the Director of Aviation.
 - b. The leased premises is leased for farming in its present condition. The description of the land offered for lease has been compiled from available data; there is no guarantee or warranty on the part of the City as to the condition or quality. The responsibility as to condition of the land for farming in the designated portions rests with the Tenant. Under no circumstances will a refund or adjustment be made on account of the leased premises not being of the standard expected; nor will failure to inspect be considered grounds for claim against the City and/or its officials or any employees. The City shall assume no costs nor provide any services in regard to the farming operations. All such services shall be provided by, and all such costs borne by, the Tenant. The Tenant must exercise care in the farming operations to avoid damage to the soil.
 - c. The Tenant will be required to employ good farming practices in order to prevent damage to the property of the City. Tenant agrees to observe the generally recognized soil conservation and fertilization practices and crop rotation so as to maintain or increase the productivity of the leased premises. All damages caused by the Tenant or his agents to fences or other improvements of the City shall be repaired or paid for at replacement cost by the Tenant.
 - d. Should Tenant fail to keep and maintain the leased premises in good order and repair as is reasonably required in order to preserve and protect the general

appearance and value of the leased premises, and if such maintenance and repair is not undertaken by Tenant within ten (10) days after receipt of written notice, the City shall have the right to enter on the leased premises and perform the necessary maintenance, the cost of which shall be borne by the Tenant.

- e. Should Tenant's operations cause damage or destruction of any structures, the Tenant shall immediately notify the Director of Aviation and cause same to be repaired or replaced in a competent and workmanlike fashion. Should Tenant fail to immediately undertake repair or replacement, the City, at its option, may perform such repairs or replacements, the cost thereof which shall be borne by the Tenant.
5. Nothing in this agreement shall be construed to create any obligation on the part of the City for any debts of the Tenant. All seed, fertilizer, inoculations, soil enhancing materials, labor, equipment usage and drainage improvement or maintenance costs will be at the sole expense of the Tenant.
6. The Tenant shall cooperate with any contractor working at the Springfield-Beckley Municipal Airport and in case of dispute, the City shall determine contract priority.
7. Tenant understands and agrees that the City neither acknowledges nor accepts any liability for crop failure, damage to crops through any material cause, or damage due to aircraft emergencies, accidents, airport operations or industrial park operations.
8. No fences, structures, shrubbery, growing timber or soil shall be erected, grown, or removed from the leased premises without a written consent from the City, approved by the Director of Aviation. All land within the leased premises shall be used for the production of grain and grass.
9. Tenant shall not use any of the described land for growing, raising, training, harboring, or feeding of fowl or livestock, and shall not use the premises for the discarding of trash or debris.
10. Tenant shall not store any fuel or oil in or within 200 ft. of any building, runway, or taxiway. All fuel and oil shall be stored in metal containers or tanks as provided under state and local laws and regulations.
11. The Tenant will allow the City or City's agents to enter upon premises at all reasonable times to examine the conditions of the leased premises.
12. The Tenant shall take particular care not to drop, spread, or distribute any dirt, grain, or debris upon the hard surfaces at the Springfield-Beckley Municipal Airport. The Tenant shall not use the airport pavements for travel or transportation.
13. Recognized crop rotation shall be used as recommended by the Clark County Agricultural Extension Service.
14. Lime Requirements:
 - a. The Tenant may use a soil testing service thru the Clark County Agricultural Extension Service and use this result and recommendation for the rate of application of lime.

- b. The Tenant shall, however, make his choice of method to be used prior to the signing of the lease and shall follow the same method throughout the entire lease.
 - c. The Tenant shall furnish satisfactory proof to the City showing the amount of lime distributed, the area receiving the distribution and date of distribution from the distributor.
15. Areas maintaining a low crop requirement are designated on the attached map and shall conform to the following:
- a. There shall be beans, small grain (oats, wheat, rye, barley) , meadow and meadow rotation in these areas with a lime application before the second (2nd) planting of beans.
 - b. Meadow shall consist of alfalfa, red clover, and grass.
 - c. On each acre of land within each area to be seeded for meadow the acceptable seeding mixture standards will be followed.
16. Preparations:
- a. The acreage to be seeded for meadow shall be plowed or disced to a minimum depth of 4" and a desirable and suitable seed prepared to the satisfaction of the City.
 - b. Fertilizer: Each crop on each acre of leased premises shall receive a minimum distribution of fertilizer as shown below:

Crop	Nitrogen (H) lbs./acre	Phosphorous (P250) lbs./acre	Potassium (K20)
1 st year Corn	100	80	80
2 nd year Corn	125	80	80
3 rd year Corn	125	80	80
Beans	0	40	40
Small Grain	25	40	40
Meadow (top dressing)	0	80	80

- c. All seed used shall be properly labeled in accordance with the U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of planting.
 - d. All seeds shall have a minimum purity of 92%, a germination of 85% and a maximum weed content of 1%.
 - e. The clover and alfalfa seed shall be inoculated. The method of sowing the seed shall meet the approval of the City.
 - f. Tenant will surrender and deliver up said premises, at the end of said term, in as good as, or better than, order and condition as the same now is.
17. The Tenant shall follow a weed control program as set forth below:
- a. Meadow shall be mowed before June 10 each year and no weeds shall be left standing. Meadow shall then be mowed on or about August 1 of each year, but shall be mowed before the Canadian thistle blooms.

- b. Land to be planted in corn shall be prepared in the normal way. Corn may be sprayed by approved chemical methods, which will control Canadian thistles and other weeds, after the cultivation.
 - c. It shall be the obligation of the Tenant to follow the weed control program, as recommended by the Clark County Agricultural Extension Service Agent.
18. Farming shall not be permitted in runway and taxiway safety areas and extended runway safety areas. Crops which penetrate Federal Aviation Regulation Part 77 "Objects Affecting Navigable Airspace" shall not be permitted.
 19. Farming will not be permitted between runways and taxiways.
 20. Machinery, vehicles, and equipment may be moved into this property for farming operations subject to the location being designated or approved by the Director of Aviation.
 21. All equipment and vehicles shall display an obstruction flag attached to its highest point. The flag shall be a minimum three (3) feet square with alternate one (1) foot square blocks of aviation orange and aviation white.
 22. All leased premises not planted to crops shall be mowed so as to maintain a level of growth not to exceed eighteen (18) inches. Any area not maintained according to specifications will be mowed by the City and cost of same charged to Tenant.
 23. Up on removal of matured crop from an area, the area must be maintained as specified above or plowed and worked to maintain a weed free condition.
 24. The crops to be farmed must be compatible with aviation and not be an attraction for animals and/or birds which could be a potential hazard to aircraft operations. If animals and/or birds are attracted to crops, Tenant shall take appropriate action to remove or cancel the features of the crop that attract birds and/or animals or City shall destroy such crop at Tenant's expense.
 25. Safety meetings will be held as needed to advise farming equipment operators of airport safety requirements.
 26. The height of stacked material such as baled hay or straw, final crop location, farming equipment movement, and storage areas shall be at such a distance from operational surfaces that they will not be an obstruction to air navigation per FAR Part 77, which form may be obtained at the Office of the Director of Aviation, located at the Springfield-Beckley Municipal Airport.

Request for Commission Action City of Springfield, Ohio

Item Number: 057-21

Agenda Date: 3/2/2021

Today's Date: 2/19/2021

Subject: Cropland Lease Agreement – Jeremy and Taylor Renner Farm

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen x 7351

<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 the City Commission authorize the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Jeremy and Taylor Renner Farm to lease approximately 579.04 acres, of which 530.5 acres are tillable farm land, located at and near the Springfield-Beckley Municipal Airport. Also requesting City Commission confirm and approve services provided by Jeremy and Taylor Renner Farm from December 1, 2020.

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

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Jeremy and Taylor Renner Farm to lease approximately 579.04 acres at and near the Springfield-Beckley Municipal Airport in Clark County, Ohio, of which 530.5 acres are tillable farm land; and confirming and approving services provided by Jeremy and Taylor Renner Farm from December 1, 2020 to the passage of this Ordinance.

...ooo000ooo...

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

Section 1. That this Commission hereby authorizes the City Manager to enter into a Cropland Lease Agreement [2021-2025], a copy of which is attached hereto and is hereby approved, with Jeremy and Taylor Renner Farm to approximately 579.04 acres at and near the Springfield-Beckley Municipal Airport, of which 530.5 acres are tillable farmland.

Section 2. That this Commission hereby finds that the price per tillable acre as identified in the attached Cropland Lease Agreement is a reasonable consideration for the acres leased.

Section 3. That this Commission hereby confirms and approves services provided by Jeremy and Taylor Renner Farm from December 1, 2020 to the passage of this Ordinance.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CROPLAND LEASE AGREEMENT
[2021-2025]

This Agreement entered into this ____ day of _____, 20__, by and between **THE CITY OF SPRINGFIELD, OHIO** a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 (the "City") and **JEREMY AND TAYLOR RENNER FARM** an Ohio general partnership whose partners are Jeremy Renner and Taylor Renner, whose mailing address is 5785 Springfield-Jamestown Road, Springfield, Ohio 45502 (the "Tenant").

The parties agree as follows:

Section 1. **Land Leased:** The City leases to the Tenant for a term of five (5) crop years, beginning January 1, 2021 and ending December 31, 2025: **[1]** the approximately Four Hundred Eighty Two and 187/1000 (482.187) acres, but not including the 7.571 acres north of Blee Road and east of Peacock Road and not including Lot 17 of AirPark Ohio Section II, located generally within the area bounded by Yellow Springs Pike, Blee Road, Clifton Pike and Jackson Road (see **Exhibit A-1c** attached hereto and incorporated herein) plus **[2]** the approximately Two and 253/1000 (2.253) acres, of which Two (2) acres are tillable farm land owned by CITY and located on the east side of State Route 72 just north of the Springfield-Beckley Municipal Airport in Clark County, Ohio (see **Exhibits A-3 and A-4** attached hereto and incorporated herein) of which [i.e. items (1) and (2)] Four Hundred Forty Seven and 9/10 (447.9) acres are tillable farm land owned by CITY and located on the premises of the Springfield-Beckley Municipal Airport in Clark County, Ohio; and **[3]** the approximately Ninety Four and 6/10 (94.6) acres (excluding therefrom the fire tower, shed and surrounding training area and the Blee Road access from SR 72), of which Eighty Two and 6/10 (82.6) acres are tillable farm land owned by City and located on the premises of the Springfield-Beckley Municipal Airport in Clark County, Ohio, located generally within the area bounded by Yellow Springs Pike, Blee Road, Clifton Pike and Jackson Road (see **Exhibit A-2** attached hereto and incorporated herein).

Section 2. **Rent:** Tenant shall pay to the City as rent for the use of said leased premises the sums specified below per tillable acre payable on December 1 of each year of this Lease, commencing December 20, 2021. In the event a lease payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest:

- a. for the 2021 crop year, the rent shall be One Hundred Sixty-Two Dollars and Sixty-Two Cents (\$162.62) per tillable acre ("2021 contract rent");
- b. for the 2022 crop year, the contract rent shall be determined by dividing OSU Extension 2021 projected rent for top land by OSU Extension 2020 cash rent for top land and multiplying that quotient by 2021 contract rent to produce 2022 contract rent;
- c. for the 2023 crop year, the contract rent shall be determined by dividing OSU Extension 2022 projected rent for top land by OSU Extension 2021 cash rent for top land and multiplying that quotient by 2022 contract rent to produce 2023 contract rent;
- d. for the 2024 crop year, the contract rent shall be determined by dividing OSU Extension 2023 projected rent for top land by OSU Extension 2022 cash rent for top land and multiplying that quotient by 2023 contract rent to produce 2024 contract rent; and

- e. for the 2025 crop year, the contract rent shall be determined by dividing OSU Extension 2024 projected rent for top land by OSU Extension 2023 cash rent for top land and multiplying that quotient by 2024 contract rent to produce 2025 contract rent.

“OSU Extension cash rent” refers to the rents described in the report issued by the Ohio State University Extension, Department of Agricultural, Environmental, and Development Economics for Western Ohio Cropland Values and Cash Rents as pertaining to southwest Ohio. The report “Western Ohio Cropland Values and Cash Rents 2019–20” could be found at the following web address:

<https://farmoffice.osu.edu/sites/aglaw/files/sitelibrary/farmmgtpdf/WesternOhioCroplandValuesCashRents2019-20Final.pdf> in 2020. In the event the Ohio State University ceases to publish the annual Western Ohio Cropland Values and Cash Rents, the CITY and TENANT shall work together to find an equivalent data set to make adjustments to crop year rent.

Section 3. Tenant hereby grants a security interest to City in all crops and farm products produced on the leased premises. Said security interest is to secure lease payments made pursuant to this Lease Agreement.

Section 4. This Lease Agreement may be terminated for succeeding crop years by City at its option, by giving notice, in writing, to Tenant.

Section 5. City reserves the right to demand possession of all or any portion of the leased premises at any time for any purpose. In such event, City shall pay reasonable and actual damages for growing crops taken and reasonable value, as determined by the CITY, for work done on tilled but unplanted land.

Section 6. Tenant shall during the term hereof, pay all charges for electricity, gas, heat, water and all other utilities used or supplied to the leased premises. Tenant will cultivate, fertilize, lime and manage said leased premises in a husbandman like manner according to the most improved course of husbandry; and shall not plow up any land now in meadow or pasture without the written consent of the City. Tenant will use and occupy said leased premises in a careful, safe and proper manner and will not commit or suffer any waste thereon, nor use the said leased premises in any unlawful manner.

Section 7. It is understood and agreed that the rights granted hereunder will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport. It is understood and agreed that no crops will be grown within the primary surface of any runway nor within 100 feet of any taxiway or aircraft parking area on a general aviation airport and 125 feet of any taxiway or aircraft parking area on an air carrier airport, nor in such a way as to obstruct the line of sight from any point on a runway to any point on any other runway. Crops grown in the approach areas at the ends of each runway shall be restricted to low growing varieties that will not penetrate the FAR Part 77 approach surfaces.

Section 8. Tenant shall strictly comply with the "Specifications and Other Conditions" attached hereto as **Exhibit B** and incorporated herein.

Section 9. City may enter the leased premises at all reasonable times to inspect the same and to perform any work required therein which may be necessary by reason of Tenant's

default under the terms of this Lease Agreement or by reason of City's conducting airport operations adjacent to the leased premises.

Section 10. Tenant agrees to indemnify and hold City harmless from any and all liability which may result from the acts or omissions of Tenant or any employee or agent of Tenant. Tenant will, during the term of this Lease, at his own expense, carry Comprehensive General Liability Insurance for the leased premises with limits of at least \$100,000.00 for bodily injury to any one person and \$300,000.00 for bodily injury in the aggregate, per occurrence, and at least \$100,000.00 for property damage in the aggregate per occurrence. The City shall receive at least ten (10) days written notice of cancellation or material change in said insurance policy and the same insurance policy shall name City as an additional insured.

Section 11. Tenant may not assign nor sublet the leased premises except upon obtaining written permission from City.

Section 12. Tenant shall plant soy beans south of Airpark Drive in the 5.594 acre tract included within the Airpark Ohio.

Section 13. Sometime during the term of this Agreement Tenant will use best efforts to install field drainage on the three fields identified with the numbers 82.01, 96.08 and 55.27 on **Exhibit C**, attached hereto and incorporated herein, at Tenants expense. Tenant's best efforts will be subject to Tenant's determination of the most effective application of Tenants time and resources in furthering Tenant's agricultural business needs, as determined in Tenant's discretion. The parties recognize that installation of the said field drainage will be mutually beneficial.

Section 14. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 15. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

Section 16. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 17. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

[Signatures to follow]

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

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

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Assistant Law Director

BY: _____
Bryan Heck, City Manager

JEREMY AND TAYLOR RENNER FARM

By: *Jeremy Renner*
Jeremy Renner

By: *Taylor Renner*
Taylor Renner

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

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

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this _____ day of _____, 20__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

Before me, a Notary Public, in and for said County and State, personally appeared Jeremy Renner and Taylor Renner, general partners of Jeremy and Taylor Renner Farm, and Ohio general partnership, who acknowledge that they signed the foregoing instrument and that the same is their free act and deed of Jeremy and Taylor Renner Farm, an Ohio general partnership.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 8th day of Feb, 2021.

[Signature]
Notary Public



JONATHAN D E WHITACRE
Notary Public, State of Ohio
Commission No. 2015-RE-539914
My Commission Expires
July 27, 2025

This instrument prepared by The City of Springfield, Ohio.

Exhibit A

Description of Leased Premises

EXHIBIT A-1c

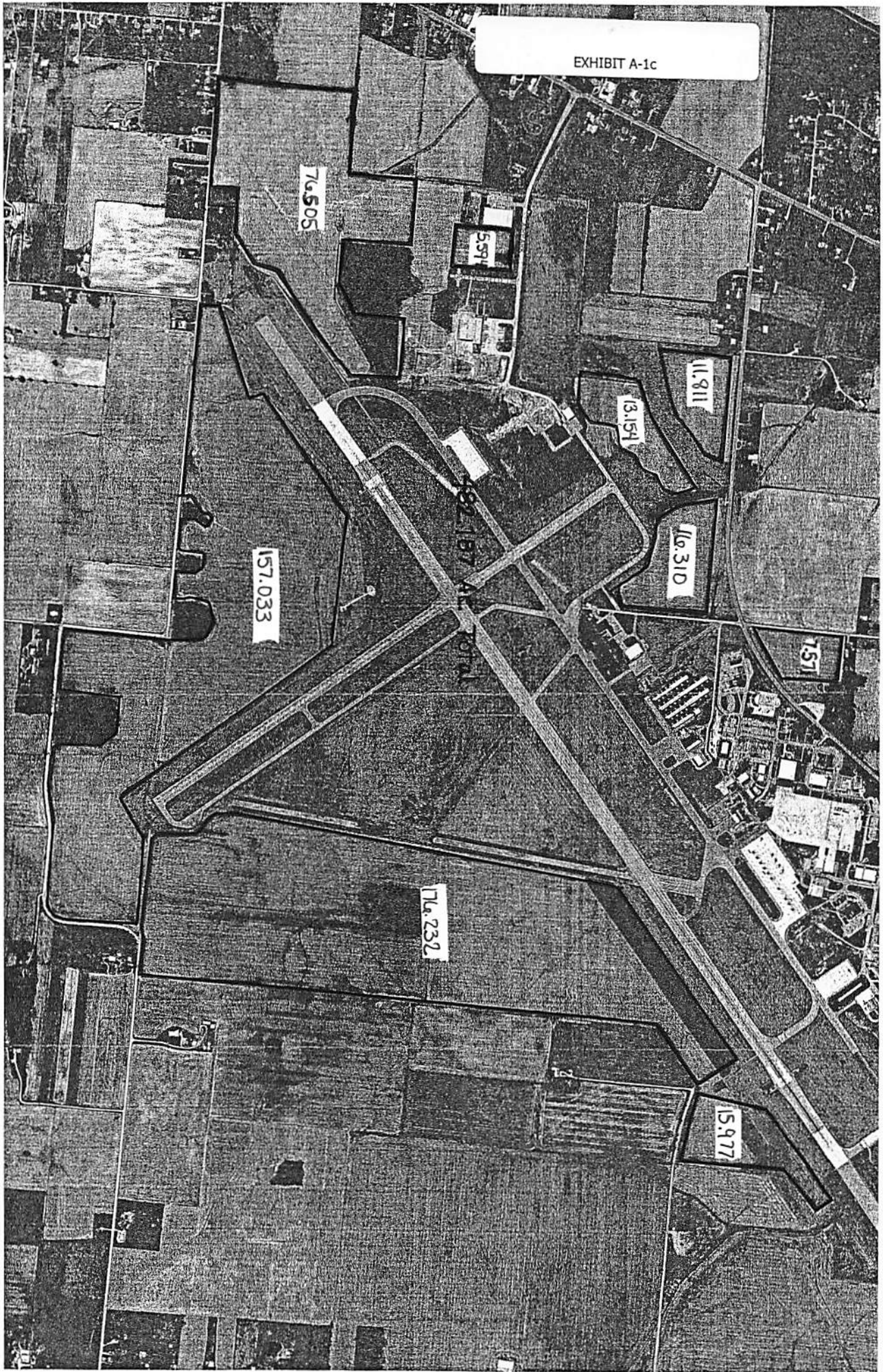


EXHIBIT A-2

Situate in the Township of Green, in the County of Clark and in the State of Ohio, bounded and described as follows:

Being a part of the Northwest quarter of Section 35, Township 5, Range 8, of lands between the Great Miami River and Virginia Military Reservation and being further described as follows:

Beginning at a spike in the quarter section line and also being the centerline of State Route 72 (formerly the Springfield-Clifton Pike), said spike being North 4 deg. 57' 00" East, 55.50 feet from the point of intersection of the said centerline and the East and West half of Section line of said Section 35; thence with a line parallel to the South line of said quarter section, North 85 deg. 20' 00" West, 2677.14 feet to an iron pin in the West boundary line of the said Section 35, passing an iron pin at 30.0 feet; thence with the said line of Section 35, North 5 deg. 04" 00" East, 1073.91 feet to an iron pin at the point of intersection with a line to the Springfield Municipal Airport; thence with the line to said Airport, North 54 deg. 42' 50" East, 826.52 feet to an iron pin at the point of intersection with the North line of the original 100.18 acre tract as described in Volume 209, Page 402 of the Deed Records of Clark County, Ohio; thence with the said North line, South 85 deg. 12' 00" East, 2043.97 feet to a spike in the centerline of said State Route 72 and on the quarter section line, passing an iron pin at 2013.97 feet; thence with the said State Route 72 and the said quarter section line, South 4 deg. 57' 00" West, 1599.90 feet to the place of beginning.

This described tract contains 94.610 acres be it the same, more or less, as surveyed by Kline Engineering (Michael L. Smith, Reg. Surveyor, Ohio #6590) in April 1987; being subject to all prior easements of recorded and also being subject to 1.102 acres in public road.

This conveyance is subject to any restrictions as to use or construction, presently effective and promulgated by the Federal Aviation Authority (FAA)

EXHIBIT A-3

Situate in the State of Ohio, County of Clark, Township of Green, being part of the Northeast quarter of Section 36, Town 5, Range 8, M.R.S., and being further described as follows:

Beginning at a point on the centerline of S.R. #72 (Springfield-Jamestown Road) and at the Southwest corner of the herein described tract. Said point bears N. 4° 58' 00" E. -1036.71', along the centerline of S.R. #72 from the intersection of the East/West half section line of Section 36, Town 5; Range 8, M.R.S. and the centerline of S.R. #72 extended South; reference an iron pipe found on said half section line and at one of the corners of Robert Weidner as recorded in Volume 539, Page 547 of the Deed Records of Clark County, Ohio. Said iron pipe bears S. 84° 32' E. 29.57' from the centerline of S.R. #72 extended South;

Thence with the centerline of S.R. #72 N. 4° 58' 00" E. 150.00' to a point;

Thence S. 85° 02' 00" E. 320.40' to an iron bar set, passing an iron bar set at 30.00';

Thence S. 4° 58' 00" W. 150. 00' to an iron bar set;

Thence N. 85° 02' 00" W. 320.40' to the place of beginning and containing 1.103 acres and passing an iron bar set at 290.40'. Subject, however, to all legal rights-of-way and easement of record.

Being part of the same premises as conveyed to Emma Lou Weidner by deed and recorded in Volume 795, Page 161 of the Deed Records of Clark County, Ohio.

Parcel No. 100-12-00036-000-041
0 Springfield-Jamestown Road, Springfield, Ohio 45502

EXHIBIT A-4

Situate in the State of Ohio, County of Clark, Township of Greene, being part of the Northeast quarter of Section 36, Town 5, Range 8, M.R.S., and being further described as follows:

Beginning at a point on the centerline of S.R. #72 (Springfield-Jamestown Road) and at the Southwest corner of the herein described tract. Said point bears N. 4° 58' 00" E. 885.11', along the centerline of S.R. #72 from the intersection of the East/West half section line of Section 36, Town 5, Range 8, M.R.S. and the centerline of S.R. # 72 extended South; reference an iron pipe found on said half section line and at one of the corners of Robert Weidner as recorded in Volume 539, Page 547 of the Deed Records of Clark County, Ohio. Said iron pipe bears S. 84° 32' E. 29.57 from the centerline of S.R. #72 extended South;

Thence with the centerline of S.R. #72 N. 4° 58' 00" E. 151.60' to a point;

Thence S. 85° 02' 00" E. 320.40' to an iron bar set, passing an iron bar set at 30.00';

Thence S. 4° 58' 00" W. 161.05' to an iron bar set;

Thence N. 83° 20' 35" W. 320.54' to the place of beginning, passing an iron bar set at 290.53' and containing 1.150 acre. Subject, however, to all legal rights-of-way and easements of record.

Being part of the same premises as conveyed to Emma Lou Weidner by deed and recorded in Volume 795, Page 161 of the Deed Records of Clark County, Ohio.

Parcel No. 100-12-00036-000-042
0 Springfield-Jamestown Road, Springfield, Ohio 45502

EXHIBIT B
SPECIFICATIONS AND OTHER CONDITIONS

1. The Tenant's attention is directed to the fact that all applicable federal, state, and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout; Tenant must comply with those laws pertaining to wages and equal employment. Ignorance of legislation will in no way excuse the Tenant from full compliance with all statutes and regulations.
2. The Tenant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Tenant shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin.
3. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
4. It shall be understood and agreed by the Tenant that only the leased premises are the parcels to be leased.
 - a. Tenant may farm only the land included in the leased premises. All other land or crop's disturbed shall be replaced at the request of the City and under the direction of the Director of Aviation.
 - b. The leased premises is leased for farming in its present condition. The description of the land offered for lease has been compiled from available data; there is no guarantee or warranty on the part of the City as to the condition or quality. The responsibility as to condition of the land for farming in the designated portions rests with the Tenant. Under no circumstances will a refund or adjustment be made on account of the leased premises not being of the standard expected; nor will failure to inspect be considered grounds for claim against the City and/or its officials or any employees. The City shall assume no costs nor provide any services in regard to the farming operations. All such services shall be provided by, and all such costs borne by, the Tenant. The Tenant must exercise care in the farming operations to avoid damage to the soil.
 - c. The Tenant will be required to employ good farming practices in order to prevent damage to the property of the City. Tenant agrees to observe the generally recognized soil conservation and fertilization practices and crop rotation so as to maintain or increase the productivity of the leased premises. All damages caused by the Tenant or his agents to fences or other improvements of the City shall be repaired or paid for at replacement cost by the Tenant.

- d. Should Tenant fail to keep and maintain the leased premises in good order and repair as is reasonably required in order to preserve and protect the general appearance and value of the leased premises, and if such maintenance and repair is not undertaken by Tenant within ten (10) days after receipt of written notice, the City shall have the right to enter on the leased premises and perform the necessary maintenance, the cost of which shall be borne by the Tenant.
 - e. Should Tenant's operations cause damage or destruction of any structures, the Tenant shall immediately notify the Director of Aviation and cause same to be repaired or replaced in a competent and workmanlike fashion. Should Tenant fail to immediately undertake repair or replacement, the City, at its option, may perform such repairs or replacements, the cost thereof which shall be borne by the Tenant.
5. Nothing in this agreement shall be construed to create any obligation on the part of the City for any debts of the Tenant. All seed, fertilizer, inoculations, soil enhancing materials, labor, equipment usage and drainage improvement or maintenance costs will be at the sole expense of the Tenant.
6. The Tenant shall cooperate with any contractor working at the Springfield-Beckley Municipal Airport and in case of dispute, the City shall determine contract priority.
7. Tenant understands and agrees that the City neither acknowledges nor accepts any liability for crop failure, damage to crops through any material cause, or damage due to aircraft emergencies, accidents, airport operations or industrial park operations.
8. No fences, structures, shrubbery, growing timber or soil shall be erected, grown, or removed from the leased premises without a written consent from the City, approved by the Director of Aviation. All land within the leased premises shall be used for the production of grain and grass.
9. Tenant shall not use any of the described land for growing, raising, training, harboring, or feeding of fowl or livestock, and shall not use the premises for the discarding of trash or debris.
10. Tenant shall not store any fuel or oil in or within 200 ft. of any building, runway, or taxiway. All fuel and oil shall be stored in metal containers or tanks as provided under state and local laws and regulations.
11. The Tenant will allow the City or City's agents to enter upon premises at all reasonable times to examine the conditions of the leased premises.
12. The Tenant shall take particular care not to drop, spread, or distribute any dirt, grain, or debris upon the hard surfaces at the Springfield-Beckley Municipal Airport. The Tenant shall not use the airport pavements for travel or transportation.
13. Recognized crop rotation shall be used as recommended by the Clark County Agricultural Extension Service.
14. Lime Requirements:

- a. The Tenant may use a soil testing service thru the Clark County Agricultural Extension Service and use this result and recommendation for the rate of application of lime.
 - b. The Tenant shall, however, make his choice of method to be used prior to the signing of the lease and shall follow the same method throughout the entire lease.
 - c. The Tenant shall furnish satisfactory proof to the City showing the amount of lime distributed, the area receiving the distribution and date of distribution from the distributor.
15. Areas maintaining a low crop requirement are designated on the attached map and shall conform to the following:
- a. There shall be beans, small grain (oats, wheat, rye, barley) , meadow and meadow rotation in these areas with a lime application before the second (2nd) planting of beans.
 - b. Meadow shall consist of alfalfa, red clover, and grass.
 - c. On each acre of land within each area to be seeded for meadow the acceptable seeding mixture standards will be followed.
16. Preparations:
- a. The acreage to be seeded for meadow shall be plowed or disced to a minimum depth of 4" and a desirable and suitable seed prepared to the satisfaction of the City.
 - b. Fertilizer: Each crop on each acre of leased premises shall receive a minimum distribution of fertilizer as shown below:

Crop	Nitrogen (H) lbs./acre	Phosphorous (P250) lbs./acre	Potassium (K20)
1 st year Corn	100	80	80
2 nd year Corn	125	80	80
3 rd year Corn	125	80	80
Beans	0	40	40
Small Grain	25	40	40
Meadow (top dressing)	0	80	80

- c. All seed used shall be properly labeled in accordance with the U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of planting.
 - d. All seeds shall have a minimum purity of 92%, a germination of 85% and a maximum weed content of 1%.
 - e. The clover and alfalfa seed shall be inoculated. The method of sowing the seed shall meet the approval of the City.
 - f. Tenant will surrender and deliver up said premises, at the end of said term, in as good as, or better than, order and condition as the same now is.
17. The Tenant shall follow a weed control program as set forth below:

- a. Meadow shall be mowed before June 10 each year and no weeds shall be left standing. Meadow shall then be mowed on or about August 1 of each year, but shall be mowed before the Canadian thistle blooms.
 - b. Land to be planted in corn shall be prepared in the normal way. Corn may be sprayed by approved chemical methods, which will control Canadian thistles and other weeds, after the cultivation.
 - c. It shall be the obligation of the Tenant to follow the weed control program, as recommended by the Clark County Agricultural Extension Service Agent.
18. Farming shall not be permitted in runway and taxiway safety areas and extended runway safety areas. Crops which penetrate Federal Aviation Regulation Part 77 "Objects Affecting Navigable Airspace" shall not be permitted.
19. Farming will not be permitted between runways and taxiways.
20. Machinery, vehicles, and equipment may be moved into this property for farming operations subject to the location being designated or approved by the Director of Aviation.
21. All equipment and vehicles shall display an obstruction flag attached to its highest point. The flag shall be a minimum three (3) feet square with alternate one (1) foot square blocks of aviation orange and aviation white.
22. All leased premises not planted to crops shall be mowed so as to maintain a level of growth not to exceed eighteen (18) inches. Any area not maintained according to specifications will be mowed by the City and cost of same charged to Tenant.
23. Up on removal of matured crop from an area, the area must be maintained as specified above or plowed and worked to maintain a weed free condition.
24. The crops to be farmed must be compatible with aviation and not be an attraction for animals and/or birds which could be a potential hazard to aircraft operations. If animals and/or birds are attracted to crops, Tenant shall take appropriate action to remove or cancel the features of the crop that attract birds and/or animals or City shall destroy such crop at Tenant's expense.
25. Safety meetings will be held as needed to advise farming equipment operators of airport safety requirements.
26. The height of stacked material such as baled hay or straw, final crop location, farming equipment movement, and storage areas shall be at such a distance from operational surfaces that they will not be an obstruction to air navigation per FAR Part 77, which form may be obtained at the Office of the Director of Aviation, located at the Springfield-Beckley Municipal Airport.

Request for Commission Action City of Springfield, Ohio

Item Number: 058-21

Agenda Date: 3/2/2021

Today's Date: 2/22/2021

Subject: Cropland Lease Agreement – Berner Farms

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen x 7351

<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 the City Commission authorize the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Berner Farms to lease approximately 308.758 acres, of which 235.754 acres are tillable farm land, located in the vicinity of the City's Water Treatment Plant. Also requesting the City Commission confirm and approve services provided by Berner Farms from January 1, 2021.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Berner Farms, to lease 308.758 acres in the vicinity of the City's Water Treatment Plant, of which 235.754 acres are tillable farmland, and confirming and approving services provided from January 1, 2021 to the passage of this Ordinance.

...ooo000ooo...

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 Cropland Lease Agreement [2021-2025], a copy of which is attached hereto and is hereby approved, with Berner Farms to lease 308.758 acres in the vicinity of the City's Water Treatment Plant, of which 235.754 acres are tillable farmland.

Section 2. That this Commission hereby finds that the price per tillable acres as identified in the attached Cropland Lease Agreement is a reasonable consideration for the acres leased.

Section 3. That this Commission hereby confirms and approves services provided by Berner Farms from January 1, 2021 to the passage of this Ordinance.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CROPLAND LEASE AGREEMENT
[2021 – 2025]

This Agreement entered into this ____ day of _____, 20__, by and between **THE CITY OF SPRINGFIELD, OHIO** a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 (the “City”) and **BERNER FARMS**, an Ohio general partnership whose partners are Larry L. Berner and Matthew L. Berner, whose mailing address is 911 Tremont City Road, Springfield, Ohio 45502 (the “Tenants”).

WHEREAS, the parties entered into a Cropland Lease Agreement dated November 9, 2004 (the “Lease”) pertaining to parcels of property in the vicinity of City’s water treatment plant on eagle City Road [Parcels I, VI, IX, X and XIII]; and

WHEREAS, by letter of December 14, 2005 Parcel XIII was removed from the Lease; and

WHEREAS, in 2007 the City removed 5.362 acres from Parcel X to create a spur bike trail connecting the NTPRD water park on Eagle City Road to the bike trail west of and parallel to US Rt. 72; and

WHEREAS, Tenants accepted an assignment of a Cropland Lease Agreement between City and L & R Clark Farms designated 2004-2008 – Lease b, covering Parcels II, III, IV, VII, VIII, XII and XV-E; and

WHEREAS, City has removed 6.536 acres from PARCEL I to maintain a state required three hundred foot (300') isolation radius around City’s well #11; and

WHEREAS, City has removed 18.46 acres from the tillable farm land to maintain a state required three hundred foot (300') isolation radius around City’s wells #1-10; and

NOW, THEREFORE, the parties agree as follows:

Section 1. The City leases to the Tenants for a term of five (5) crop years beginning January 1, 2021 and ending December 31, 2025 the real property described in **Exhibit A** [Parcels I-Revised July 2013, II, III, IV, VI, VII, VIII, IX, X, XII AND XV-E] attached hereto and incorporated herein by reference, all owned by the City and located in the general vicinity of the City's Water Treatment Plant in Clark County. Said real estate consists of 308.758 acres of which 235.754 acres are tillable farm land.

Section 2. Tenants shall pay to the City as rent for the use of said leased premises the sums specified below per tillable acre payable on December 1 of each year of this Lease, commencing December 1, 2021. In the event a lease payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest:

- a. for the 2021 crop year, the rent shall be One Hundred Seventy-Seven Dollars and Fifty-Two Cents (\$177.52) per tillable acre (“2021 contract rent”);
- b. for the 2022 crop year, the contract rent shall be determined by dividing OSU Extension 2021 projected rent for top land by OSU Extension 2020 cash rent for top land and multiplying that quotient by 2021 contract rent to produce 2022 contract rent;
- c. for the 2023 crop year, the contract rent shall be determined by dividing OSU Extension 2022 projected rent for top land by OSU Extension 2021 cash rent for

top land and multiplying that quotient by 2022 contract rent to produce 2023 contract rent;

- c. for the 2024 crop year, the contract rent shall be determined by dividing OSU Extension 2023 projected rent for top land by OSU Extension 2022 cash rent for top land and multiplying that quotient by 2023 contract rent to produce 2024 contract rent;
- e. for the 2025 crop year, the contract rent shall be determined by dividing OSU Extension 2024 projected rent for top land by OSU Extension 2023 cash rent for top land and multiplying that quotient by 2024 contract rent to produce 2025 contract rent; and

“OSU Extension cash rent” refers to the rents described in the report issued by the Ohio State University Extension, Department of Agricultural, Environmental, and Development Economics for Western Ohio Cropland Values and Cash Rents as pertaining to southwest Ohio. The report “Western Ohio Cropland Values and Cash Rents 2019–20” could be found at the following web address:

<https://farmoffice.osu.edu/sites/aglaw/files/sitelibrary/farmmgtpdf/WesternOhioCroplandValuesCashRents2025-20Final.pdf> in 2020. In the event the Ohio State University ceases to publish the annual Western Ohio Cropland Values and Cash Rents, the City and Tenants shall work together to find an equivalent data set to make adjustments to crop year rent.

Section 3. Tenants hereby grant a security interest to City in all crops and farm products produced on the leased premises. Said security interest is to secure lease payments made pursuant to this Lease Agreement.

Section 4. This Lease Agreement may be terminated by City at its option, by giving notice, in writing, to Tenant.

Section 5. City reserves the right to demand possession of all or any portion of the leased premises at any time for any purpose. In such event, City shall pay reasonable and actual damages for growing crops taken and reasonable value, as determined by the City, for work done on tilled but unplanted land, or reasonable value, as determined by the City, of any other form of damages suffered by Tenants.

Section 6. It shall be understood and agreed by the Tenants that only the areas designated on the attached **Exhibit A** are the parcels to be leased.

- a. Tenants may farm only the land as indicated on the attached **Exhibit A**. All other land or crops disturbed shall be replaced at the request of the City and under the direction of City's City Manager.
- b. The land is offered for lease for farming in its present condition. The description of the land offered for lease has been compiled from available data; there is no guarantee or warranty on the part of the City as to the condition or quality. The responsibility as to condition of the land for farming in the designated portions rests with the Tenants. Under no circumstances will a refund or adjustment be made on account of the land for farming not being of the standard expected; nor will failure to inspect be considered grounds for a claim against the City and/or its officials or any employees. The City shall assume no costs nor provide any services in regard to the farming operations. All such services shall be provided by, and all such costs borne by, the Tenants. The Tenants must exercise care in

the farming operations to avoid damage to the soil.

- c. The Tenants will be required to employ good farming practices in order to prevent damage to the property of the City. Tenants agree to observe the generally recognized soil conservation and fertilization practices and crop rotation so as to maintain or increase the productivity of the leased premises. All damages caused by the Tenants or their agents to fences or other improvements of the City shall be repaired or paid for at replacement cost by the Tenants.
- d. Should Tenants fail to keep and maintain the leased premises in good order and repair as is reasonable required in order to preserve and protect the general appearance and value of the premises, and if such maintenance and repair is not undertaken by Tenants within ten (10) days after receipt of written notice, the City shall have the right to enter on the demised premises and perform the necessary maintenance, the cost of which shall be borne by the Tenants.
- e. Should Tenants' operations cause damage or destruction of any structures, the Tenants shall immediately notify the City's City Manager and cause same to be repaired or replaced in a competent and workmanlike fashion. Should Tenants fail to immediately undertake repair or replacement, the City, at its option, may perform such repairs or replacements, the cost thereof which shall be borne by the Tenants.
- f. Tenants will use and occupy said leased premises in a careful, safe and proper manner and will not commit or suffer any waste thereon, nor use the said leased premises in any unlawful manner.
- g. Tenants will comply with the Wellhead and Well Field Protection Regulations found in Chapter 929 of the Codified Ordinances of The City of Springfield, Ohio.
- h. Tenants shall submit a list to the City of all fertilizers, herbicides, pesticides and chemicals which Tenants intend to use on the leased premises prior to application. The City shall then review the list and notify the Tenants of its approval or disapproval of same. **The Tenants shall not apply chemicals until the chemicals have been approved by the City.**

The Tenants shall not use the following chemicals or any product containing the following chemicals on the subject real estate:

Regulated Substance List. The substances to be regulated are those chemicals, mixtures, and other substances, or components thereof, that are known or suspected (as classified by EPA Standards) carcinogens, toxic or highly toxic agents, corrosives, or which otherwise have been determined to be a health hazard or require monitoring as a primary or secondary containment under the Safe Drinking Water Act of 1986 (Public Law 93-523), as amended. These substances shall be regulated when the concentration of Regulated Substances stored or otherwise used on site meets or exceeds those quantities permitted by law. Regulated Substances include:

- i. Petroleum or petroleum-based products, including fuels, fuel additives, lubricating oils, motor oils, hydraulic fluids, and other similar petroleum-based products;
- ii. Antifreeze, transmission fluids, brake fluids, and coolants;

- iii. Solvents (raw or spent), including cleaning solvents, degreasing solvents, stripping compounds, dry cleaning solvents, painting solvents, and/or hydrocarbon or halogenated hydrocarbon solvents;
- iv. Inks, printing and photocopying chemicals, and waste rags used for solvent-based cleaning;
- v. Organic pigments;
- vi. Liquid storage batteries;
- vii. Non-aerosol, non-latex based paints, primers, thinners, dyes, stains, wood preservatives, varnishing and cleaning compounds, paint sludges, and paint filters;
- viii. Corrosion and rust prevention solutions;
- ix. Industrial and commercial cleaning supplies, including drain cleaners;
- x. Sanitizers, disinfectants, bactericides, and algaecides;
- xi. Pesticides, herbicides, and fertilizers;
- xii. Acids and bases with a pH less than or equal to 2 or great than or equal to 12.5;
- xiii. Aqueous metals;
- xiv. Road salt (only when stored in the 1 AND 5 year TOT); or
- xv. Any other material containing one percent (1%) or more by weight of a hazardous raw or waste product that is regulated; as an Extremely Hazardous Substance under Section 302 of the Emergency Planning and Community Right-to-Know Act (EPCRA) (OAC Resolution 3750-20); as a Hazardous Substance under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (OAC Resolution 3750-30); or as a Toxic Chemical regulated under Section 313 of EPCRA (OAC 3745-100).

A substance listed above may be exempted from regulation if the Regulated Substance does not present a threat to groundwater due to the nature of the substance, and the Facility Operator claiming this exemption for a specific Regulated Substance shows the Zoning Administrator or Designee proper documentation from the chemical manufacturer or other qualified verifiable source that the Regulated Substance does not present a threat to the groundwater.

Chemicals which are regulated by SDWA, TSCA, RCRA, OSHA, CERCLA, SARA, FIFRA or other state and/or federal environmental laws and regulations, or for which there is scientific evidence such as the Contaminant Candidate List (CCL) under the USEPA that indicate acute or chronic health effects can result from exposure including carcinogens, toxic and highly toxic agents, reproductive toxins, teratogens, endocrine disruptors, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, obnoxious substances causing odor and taste problems, and agents which damage the lungs, skin, eyes, or mucous membranes.

The Tenants shall not use any other substance to which the CITY objects.

- i. Tenants shall provide the City with a Chemical Application Form (**Exhibit B**) for each parcel of farmed land. Said Form shall be provided to the City's Water Treatment Plant Superintendent at least 14 days prior to any application of fertilizers, herbicides, pesticides, and any other chemicals. Tenant shall provide

the most recent Safety Data Sheet (“SDS”) for each chemical applied when submitting their Chemical Application Form.

- j. Tenants must provide free access to the mixing and application of all chemicals to the City's Water Plant Superintendent or his representative. No chemicals shall be mixed within one thousand (1,000) feet of any of the City's wells. All mixing of chemicals shall be done in a safe and acceptable manner as outlined by the product's manufacturer.
- k. Tenants shall during the term hereof, pay all charges for electricity, gas, heat, water and all other utilities used or supplied to the leased premises.

Section 7. City may enter the leased premises at all reasonable times to inspect the same and to perform any work required therein which may be necessary.

Section 8. Tenants agree to indemnify and hold City harmless from any and all liability which may result from the acts or omissions of Tenants or any employee or agent of Tenants. Tenants will, during the term of this lease, at their own expense, carry Comprehensive General Liability Insurance for the leased premises with limits of at least \$100,000.00 for bodily injury to any one person and \$300,000.00 for bodily injury in the aggregate, per occurrence, and at least \$100,000.00 for property damage in the aggregate per occurrence. The City shall receive at least ten (10) days written notice of cancellation or material change in said insurance policy and the same insurance policy shall name City as an additional insured.

Section 9. In the event, through no fault of Tenants, the crops on land leased pursuant to this agreement are vandalized and destroyed, Tenants shall be excused from paying rent on that portion of the leased land on which the crops were vandalized and destroyed for the year in which the vandalization took place.

Section 10. Tenants may not assign nor sublet the leased premises except upon obtaining written permission from City.

Section 11. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 12. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

Section 13. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 14. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

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

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

By: _____
Assistant Law Director

THE CITY OF SPRINGFIELD, OHIO

By: _____
Bryan Heck, City Manager

BERNER FARMS

By: Larry L. Berner
Larry L. Berner, General Partner

By: Matthew L. Berner
Matthew L. Berner, General Partner

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

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

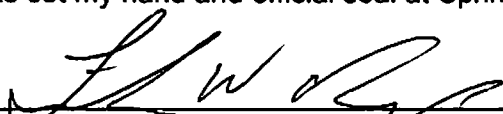
In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this _____ day of _____, 20__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

Before me, a Notary Public, in and for said County and State, personally appeared Larry L. Berner and Matthew L. Berner, general partners of Berner Farms, an Ohio general partnership, who acknowledge that they signed the foregoing instrument and that the same is their free act and deed and the free act and of Berner Farms, an Ohio general partnership .

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 13th day of FEBRUARY, 2021.



Notary Public



TIMOTHY W RUGGLES
Notary Public, State of Ohio
My Commission Expires
July 07, 2025

This instrument prepared by The City of Springfield, Ohio.

WATER WORKS LANDS

LEASE AREAS

PARCEL I

[Revised July 2013]

Situate in the State of Ohio, County of Clark, and the City of Springfield and being in the East ½ of Section 2, Town 4, Range 10, M.R.S. and being more particularly described as follows:

Beginning at the point in the north line of Section 2, said point being N 87° 16' W, 1558.90 feet, more or less, from a stone at the northeast corner of Section 2, passing a stone at 1333.20 feet;

thence bearing S 32° 20' 39" W, a distance of 425.15 feet to a point;

thence bearing N 17° 40' 00" W, a distance of 394.36 feet to a point;

thence bearing S 87° 16' E, a distance of 705.00 feet to the place of beginning, containing 1.474 acres, more or less, 100 percent farmable land.

WATER WORKS LANDS

LEASE AREAS

PARCEL II

Situate in the State of Ohio, County of Clark, and Township of German and being in the East 1/2 of Section 2, Town 4, Range 10, M.R.S. and being more particularly described as follows:

Beginning at a point in the centerline of Eagle City Road, said point being the southwest corner of the property conveyed to the City of Springfield, Ohio, by Jay Estey; thence N 54°57'W, 642.87 feet with said centerline to the east line of the well field; thence with said east line N 26°23'E., 1639.46 feet; thence S 17°40'E., 380.0 feet; thence S 29°53'05"E, 273.55 feet; thence S 3°45'W., 200.0 feet; thence N 86°15'W., 100.0 feet; thence S 3°45'W., 1042.60 feet to the place of beginning, containing 13.5 acres, more or less of which 10.1 acres more or less are farmable.

WATER WORKS LANDS

LEASE AREAS

PARCEL III

Situate in the State of Ohio, County of Clark, and Township of German and being in the West 1/2 and East 1/2 of Section 2, Town 4, Range 10, M.R.S. and being more particularly described as follows:

Beginning at a point in the centerline of the Eagle City Road, said point being N 78°12'30"W, 153.54 feet from a 5/8" re-bar with a plastic cap, stamped "T. Hoppes R.L.S. 6352", set in the centerline of the Eagle City Road approximately 83 feet west of the centerline of Mad River: thence N 29°11'15"E., 944.20 feet; thence N 8°51'11"E., 233.48 feet; thence S 36°8'49"E., 127.28 feet; thence S 9°4'41"W., 190.29 feet; thence S 29°11'15"W., 900.0 feet to a point in the centerline of Eagle City Road; thence N 78°12'30"W., 104.79 feet with said centerline to the place of beginning, containing 2.40 acres, more or less of which 2.34 acres more or less are farmable.

WATER WORKS LANDS

LEASE AREAS

PARCEL IV

Situate in the State of Ohio, County of Clark, and Township of German and being in the East 1/2 and West 1/2 of Section 2, Town 4, Range 10, M.R.S. and being more particularly described as follows:

Beginning at a point in the centerline of the Eagle City Road, said point being N 78°12'30"W, 153.54 feet from a 5/8" re-bar with a plastic cap, stamped "T. Hoppes R.L.S. 6352", set in the centerline of the Eagle City Road, approximately 83 feet west of the centerline of Mad River: thence with said centerline of Eagle City Road N 78°12'30"W., 564.67 feet; thence N 9°35'40"E., 1351.81 feet; thence S 86°54'20"E., 879.0 feet; thence S 8°51'11"W., 583.48 feet; thence S 29°11'15"W., 944.20 feet to the place of beginning, containing 25.37 acres, more or less of which 11.8 acres more or less are farmable.

WATER WORKS LANDS

LEASE AREAS

PARCEL VI

Situate in the State of Ohio, County of Clark, Township of German and being part of the west half and part of the east half of Section 3, Town 4, Range 10 M.R.S. and being further described as follows:

Beginning at a point on the south line of said Section 3, said point bears N. 87 degrees 16' W., 2263.90 feet from the southeast corner of said Section 3;

thence N. 19 degrees 05' 38" W., 3211.49 feet to a point;

thence N. 86 degrees 20' 46" W., 212.00 feet to a point in the center of Mad River;

thence with the centerline of Mad River, S. 18 degrees 24' 21" E., 3200.00 feet to a point on the south line of said Section 3;

thence with the south line of said Section 3, S. 87 degrees 16' E., 252.00 feet to the place of beginning, containing 15.84 acres, more or less.

The basis of bearings is N. 87 degrees 16' W. on the south line of said Section 3.

The net acreage of Parcel VI consists of 15.840 acres, more or less, of which 3.000 acres, more or less, are tillable.

WATER WORKS LANDS

LEASE AREAS

PARCEL VII

Situate in the State of Ohio, County of Clark, and Township of German and being in the East 1/2 of Section 2, Town 4, Range 10, M.R.S. and being more particularly described as follows:

Beginning at a point in the north R/W line of Eagle City Road said point being 35.0 feet west of the West Limited access R/W of U.S. 68; thence westerly with said north R/W line 164.61 to a point; thence northerly 887.26 feet to a point; thence easterly on a line parallel with the north R/W line of Eagle City Road 267.68 feet to a point; thence southwesterly on a line 35.0 west of and parallel to the Limited R/W of U.S. 68 a distance of 894.44 feet to the place of beginning. Containing 4.42 acres more or less. 100% farmable land.

WATER WORKS LANDS

LEASE AREAS

PARCEL VIII

Located in Sections 1 and 2, Town 4, Range 10, MRs and Section 32, Town 5, Range 10 MRs, Moorefield Township, partly in the City of Springfield Clark County, Ohio, being part of the land of Peter K. Noonan as recorded in Deed Book 845, Page 38 of the deed records of said county and being more particularly described as surveyed by Tri-City Engineering company and George N. Stephenson, Ohio Professional Surveyor No. 7264, with the basis of bearings being the east right-of-way of U.S. Route 68 as described in said deed, as follows:

beginning at a 5/8" iron pin set at the intersection of the East right-of-way of U.S. Route 68 and the South right-of-way of Eagle City Road;

thence with said South right-of-way of Eagle City Road South eighty-four degrees fifty-eight minutes zero seconds ($84^{\circ}58'00''$) East for nine hundred fifty-eight and 85/100 (958.85) feet to a 5/8" iron pin set on the West line of land of Consolidated Rail Corporation;

thence with said West line of Consolidated Rail Corporation for the following 2 courses;

on a curve to the right with a radius of five thousand six hundred eighty-six and 65/100 (5,686.65) feet, an arc distance of one thousand six hundred forty-three and 35/100 (1,643.35) feet, chord bearing South twenty-seven degrees forty-three minutes twenty-seven seconds ($27^{\circ}43'27''$) West for one thousand six hundred thirty-seven and 64/100 (1,637.64) feet to a 5/8" iron pin set;

South thirty-six degrees zero minutes ten seconds ($36^{\circ}00'10''$) West for one thousand seven hundred sixty-two and 06/100 (1,762.06) feet to a 5/8" iron pin set on the East right-of-way of said U.S. Route 68;

thence with said East right-of-way of U.S. Route 68 for the following 8 courses:

North sixty degrees twenty minutes sixteen seconds ($60^{\circ}20'16''$) West for forty-seven and 05/100 (47.05) feet to a 5/8" iron pin set;

North twenty-eight degrees forty-four minutes nine seconds ($28^{\circ}44'09''$) East for five hundred twenty-five and 75/100 (525.75) feet to an iron pin found;

North nineteen degrees forty-six minutes twenty-two seconds (19°46'22") East for four hundred ninety-six and 60/100 (496.60) feet to a 5/8" iron pin set;

North eighteen degrees twenty-one minutes fifty seconds (18°21'50") East for four hundred eight and 15/100 (408.15) feet to a 5/8" iron pin set;

North thirteen degrees two minutes thirteen seconds (13°02'13") East for three hundred eighty-three and 35/100 (383.35) feet to a 5/8" iron pin set;

North eleven degrees fifty-four minutes twenty seconds (11°54'20") East for eight hundred thirty-nine and 32/100 (839.32) feet to a 5/8" iron pin set;

North one degree fifty-three seconds fifty-one minutes (01°53'51") East for eighty-six and 31/100 (86.31) feet to a 5/8" iron pin set;

North eleven degrees fifty-four minutes twenty seconds (11°54'20") East for three hundred forty-six and 75/100 (346.75) feet to the POINT OF BEGINNING containing 34.726 acres of land subject to all legal highways, easements, restrictions, and agreements of record.

Section 1 contains 2.670 acres of land, Section 2 contains 31.688 acres of land, and Section 32 contains 0.368 acres of land with 16.964 acres of land being in the City of Springfield and 17.762 acres of land in Moorefield Township of which 32.1 acres, more or less are farmable.

WATER WORKS LANDS

LEASE AREAS

PARCEL IX

[Reduced Area - Eliminating Soccer Field]

Being a part of permanent parcel #02-02-000-049 located in the NE $\frac{1}{4}$ of Section 2, Town 4, Range 10, and the NW $\frac{1}{4}$ of Section 32, Town 5, Range 10, of the City of Springfield, County of Clark, State of Ohio and being more particularly described as follows:

Commencing at the intersection of the North right-of-way line of Eagle City Rd. and the East right-of-way line of US Rt. 68 thence North with the East right-of-way line of US Rt. 68 1,870 feet to the point of beginning of the parcel herein described,

thence continuing North with the East right-of-way line of US Rt. 68 approximately 1,130 feet to a point said point being the Northwest corner of parcel #02-02-000-049, thence East along the North line of parcel #02-02-000-049 approximately 1,000 feet to the Northeast corner of that parcel, thence South along the East line of parcel #02-02-000-049 and the West right-of-way line of WESTCO PA approximately 749 feet to a point, thence West and parallel with the North property line of parcel #02-02-000-049 approximately 250 feet to a point, thence in a Southwesterly direction approximately 381 feet to a point, thence West and parallel with the North property line of parcel #02-02-000-049 approximately 590 feet to the point of beginning of the parcel herein described containing approximately 23 acres more or less.

This description taken from aerial mapping, to be used for lease description only not for property transfer.

The net acreage of Parcel IX consists of 23 acres, more or less, of which 22.14 acres, more or less, are tillable.

WATER WORKS LANDS

LEASE AREAS

PARCEL X

[Reduced Area – Eliminating Bike Trail Spur]

Situate in the State of Ohio, county of Clark, Township of Moorefield and being part of the west half of Section 32, Town 5, Range 10, M.R.S. and being described as follows:

Beginning at a point in the intersection of the centerline of Eagle City Road and the centerline of track of the Erie Railroad (N.Y.P. & O. Railroad); thence with the centerline of Eagle City Road S 86 degrees 35' E 58.64' to a point at the intersection of the centerline of Eagle City Road and the east right-of-way line of the Erie Railroad; thence N 14 degrees 34' 28.25" E 471.28' (being the chord of the right-of-way curve based on a 1 degree centerline of track curve) to an iron pipe, said iron pipe being the true point of beginning and the SW corner of the herein described premises;

Thence with the east right-of-way line of the Erie Railroad (100' wide right-of-way) on a curve to the left having a radius of 5,786.65' and an arc length of 192.92' to an iron pipe;

Thence continuing with the east right-of-way line of the Erie Railroad N 10 degrees 19' 50" E 2,467.71' to an iron pipe which is purported to be in the north line of Section 32;

Thence with the north line of Section 32 (by occupancy) S 87 degrees 22' 15" E 290.09' to an iron pipe in the west right-of-way line of the C.C.C. & St. L. Railroad, reference an iron bar found on the east right-of-way line of the C.C.C. & St. L. Railroad which bears S 87 degrees 22' 15" E 101.87';

Thence with the west right-of-way line of the C.C.C. & St. L. Railroad on a curve to the left (based on a 0 degree 55' centerline of track curve, 100' wide right-of-way) having a radius of 6,300.51' and an arc length of 1,534.07' to an iron pipe;

Thence continuing with the west right-of-way line of the C.C.C. & St. L. Railroad S 21 degrees 52' 30" E 1,246.53' to an iron pipe in the NE corner of premises as conveyed to Davon, Inc. by deed and recorded in Volume 637, Page 116, of the Deed Records of Clark County, Ohio;

Thence with the north line of said Davon, Inc. premises and part of the north line of premises as conveyed to Paul W. Recknagel by deed and recorded in Volume 596, Pages 558 and 560 of the Deed Records of Clark County, Ohio, S 85 degrees 13' 45" W 456.49' to a point, reference an iron pipe set off line which bears S 3 degrees 25' W 7.50';

Thence continuing with the north line of said Paul W. Recknagel premises N 86 degrees 35' W 225.64' to a point;

Thence S 3 degrees 25' W 462.36' to a spike in the centerline of Eagle City Road passing iron pipes on line at 7.50' and 432.36';

Thence with the centerline of Eagle City Road N 86 degrees 35' W 100.00' to a spike passing iron bars found at 20.07' and 79.98';

Thence N 3 degrees 25' E 462.36' to a point passing iron pipes on line at 30.00' and 454.86';

Thence with the north line of premises as conveyed to Margaret E. Kuhns by deed and recorded in Volume 500, Page 325, of the Deed Records of Clark County, Ohio, N 86 degrees 35' W 849.54' to the true point of beginning and containing 55.806 acres subject, however, to all legal rights-of-way and easements of record.

The net acreage of Parcel X consists of 55.806 acres, more or less, of which 53.400 acres, more or less, are tillable.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS;

Situate in the State of Ohio, County of Clark, and Township of Moorefield and being part of the west half of Section 32, Town 5, Range 10, B.M.R.S. and being described as follows:

Beginning at a point at the intersection of the centerline of Eagle City Road and the southeast corner of 9.468 acre tract of land conveyed to The City of Springfield, Ohio by deed recorded in Official Record 874, Page 640 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Clark County Recorders Office, unless noted otherwise);

thence along the east line of said 9.468 acre tract, N 03°25'00" E for 462.36 feet to a point at the northeast corner of said tract, passing iron pipes on line at 30.00 feet and 454.86 feet;

thence with the north line of said 9.468 acre tract, N 86°35'00" W for 241.34 feet to a point;

thence leaving the north line of said 9.468 acre tract, N 03°25'00" E for 92.81 feet to a point;

thence N 80°06'02" E for 929.51 feet to a point on the west property line of an 8.400 acre tract of land conveyed to The City of Springfield, Ohio by deed recorded in Official Record 1261, Page 162;

thence along the west line of said 8.400 acre tract, S 21°52'30" E for 267.54 feet to a point at the northeast corner of a 4.147 acre tract of land conveyed to Jon D. Bartell by deed recorded in Official Record 1755, Page 2352;

thence along the north line of said 4.147 acre tract, S 85°13'45" W for 216.46 feet to a point on the northeast corner of a 2.887 acre tract of land conveyed to James L. Thompson, Trustee by deed recorded in Official Record 1228, Page 54;

thence along the north line of said 2.887 acre tract, S 85°13'45" W for 240.01 to a point;

thence continuing along said north line, N 86°35'00" W for 25.65 feet to a point at the northeast corner of a 2.123 acre tract of land conveyed to Paul W. Recknagel, Trustee by deed recorded in Official Record 1427, Page 2020;

thence along the north line of said 2.123 acre tract, N 86°35'00" W for 200.00 feet to a point at the northwest corner of said tract;

thence along the west line of said 2.123 acre tract, S 03°25'00" W for 462.36 feet to a point on the centerline of Eagle City Road, passing iron pipes on the line at 7.50 feet and 432.36 feet:

thence with the centerline of Eagle City Road. N 86°35'00" W for 100.00 feet, passing iron bars found at 20.07 feet and 79.98 feet, to the **POINT OF BEGINNING**, containing 5.362 acres, subject, however, to all legal rights-of-way and easements of record.

WATER WORKS LANDS

LEASE AREAS

PARCEL XII

Situate in the State of Ohio, County of Clark, Township of German and being part of Section 2, Town 4, Range 10, Between the Miami Rivers Survey, and being described as follows:

Beginning at a railroad spike (set) on the centerline of Eagle City Road and the southeasterly corner of a 3.34 acre tract described in deed to Gary N. Jenkins, Sr. and Deborah E. Jenkins recorded volume 862 page 784 of the deed records of Clark County, Ohio. Said point of beginning being South 89 degrees 48 minutes 36 seconds East, 308 feet and South 78 degrees 05 minutes 25 seconds East, 10.00 feet from the intersection of the centerline of Eagle City Road with the approximate west line of said section 2;

thence with the east line of said 3.34 acre tract North 20 degrees 39 minutes 24 seconds East, 272.50 feet to a 5/8" re-bar with metal cap (set);

thence continuing with the east line of said 3.34 acre tract, North 15 degrees 39 minutes 24 seconds East, 172.60 feet to a 5/8" re-bar with metal cap (set);

thence continuing with the east line of said 3.34 acre tract, North 27 degrees 22 minutes 29 seconds East, 444.33 feet to a 5/8" re-bar with metal cap (set);

thence continuing with the east line of said 3.34 acre tract, North 6 degrees 40 minutes 13 seconds West, 10.00 to a 5/8" re-bar with metal cap (set);

thence with a southerly line of premises described in deed to Isabell M. Deam and Dale A. Deam recorded volume 781 page 851 tract 3 of the deed records of Clark County, Ohio, North 83 degrees 19 minutes 47 seconds East, 206.76 feet to a 5/8" re-bar with metal cap (set), thence continuing with the line of said Deam premises, North 74 degrees 35 minutes 50 seconds East, 145.00 feet to an iron bar (found);

thence continuing with the line of said Deam premises, North 53 degrees 20 minutes 33 seconds East, 90.00 feet to a 5/8" re-bar with metal cap (set);

thence continuing with the line of said Deam premises, North 30 degrees 15 minutes 09 seconds East, 54.00 feet to a 5/8" re-bar with metal cap (set);

thence continuing with the line of said Deam premises, North 24 degrees 11 minutes 24 seconds East, 102.20 feet to a 5/8" re-bar with metal cap (set);

thence with part of the south line of premises described in deed to Edwin L. Smith and Shirley Smith recorded volume 843 page 260 of the deed records of Clark County, Ohio, South 84 degrees 32 minutes 36 seconds East, 1050.12 feet to a 5/8" re-bar with metal cap (set);

thence with the west line of premises described in deed to the City of Springfield, Ohio recorded volume 819 page 750 of the deed records of Clark County, Ohio, South 11 degrees 56 minutes 49 seconds West, 1353.38 feet to a 5/8" re-bar with metal cap (found) on the centerline of Eagle City Road;

thence with the centerline of said Eagle City Road, North 75 degrees 51 minutes 00 seconds West, passing on line a railroad spike (found) at 18.96 feet, in all, 130.09 feet to a 1/2" diameter re-bar (found) at an angle in said centerline;

thence continuing with the centerline of said Eagle City Road, North 78 degrees 05 minutes 25 seconds West, passing on line a 1/2" re-bar (found) at 39.02 feet, a railroad spike (found) at 64.02 feet and a PK nail (set) at 1050.75 feet, in all, 1503.71 feet to THE POINT OF BEGINNING and containing 42.266 acres, subject, however, to all rights-of-way, easements, and restrictions of record and being specifically subject to a 20 foot wide right-of-way easement along the westerly side of the above described premises and more particularly described in volume 288 page 151 of the deed records of Clark county, Ohio;

Being all of the premises described in deed to Georgeanna Bell, John Wilson Edwards, Kent S. Edwards and Margaret Becker recorded volume 792 page 278 parcel 1 and deed volume 801 page 129 of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated March 25, 1996 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 78 degrees 05 minutes 25 seconds West, on the centerline of Eagle City Road per Clark County GPS monumentation, Ohio State Plane Coordinate System, South Zone.

The net acreage of Parcel XII consists of 42.266 acres, more or less, of which 40.600 acres, more or less, are tillable.

WATER WORKS LANDS

LEASE AREAS

PARCEL XV-E

PARCEL XV-E INCLUDES ALL LANDS IN THE FOLLOWING DESCRIBED PARCEL WHICH LIE EAST OF THE MAD RIVER.

Situate in the State of Ohio, County of Clark, Townships of German and Moorefield and being part of the north 1/2 of Section 1 and part of the south 1/2 of Section 2, Town 4, Range 10, Between the Miami Rivers Survey, and being described as follows: .

Beginning at a 5/8" re-bar with metal (set) on the south line of Section 2, Town 4, Range 10, BMRS, South 84 degrees 48 minutes 24 seconds East, 982.61 feet from a stone (found) at the southwest corner thereof;

thence, North 9 degrees 23 minutes 37 seconds East, 805.68 feet to a 5/8" re-bar with metal cap (found) at the southwesterly corner of a 13.394 acre tract described in deed to the City of Springfield, Ohio recorded volume 819 page 750 of the deed records of Clark County, Ohio;

thence with the south line of said City of Springfield premises, South 84 degrees 12 minutes 48 seconds East, 1692.42 feet, passing on line a 5/8" re-bar with metal cap (set) at 1352.00 feet;

thence with part of the east line of said City of Springfield , Ohio premises, North 4 degrees 44 minutes 38 seconds East, 400.04 feet to an iron bar (found) at the southwesterly corner of premises described in deed to the City of Springfield, Ohio recorded volume 475 page 515 tract I of the deed records of Clark County, Ohio, passing on line a 5/8" re-bar with metal cap (found) at 194.08 feet;

thence with the south line of said City of Springfield premises, South 84 degrees 56 minutes 25 seconds East, 100.00 feet to an iron bar (found) at the southeast corner thereof;

thence with the east line of said City of Springfield premises, North 4 degrees 27 minutes 23 seconds East, 1157.09 feet to 5/8" re-bar with metal cap (set);

thence with a southeasterly line of said City of Springfield premises, North 34 degrees 27 minutes 44 seconds East, 243.62 feet to a PK nail (set) on the southwesterly line of a 45 feet wide strip of ground described in deed to the City of Springfield, Ohio recorded volume 475 page 518 of the deed records of Clark County, Ohio;

thence with the southwesterly line of said City of Springfield premises and parallel with the original centerline of said Eagle City Road and 45 feet therefrom, South 52 degrees 40 minutes 08 seconds East, 794.61 feet to a 5/8" re-bar with metal cap (set), passing on line a 5/8" re-bar with metal cap (set) at 475.15 feet;

thence with another southwesterly line of said City of Springfield premises, South 71 degrees 05 minutes 58 seconds East, 89.50 feet to an iron bar (found) at the northwesterly corner of a 12.211 acre tract described in deed to James E. Henderson and Judith A. Henderson recorded volume 885 page 504 of the deed records of Clark County, Ohio;

thence with the west line of said 12.211 acre tract, South 8 degrees 39 minutes 33 seconds West, 925.41 feet to a 5/8" re-bar with metal cap (set) at the southwest corner thereof;

thence with the south line of said 12.211 acre tract, South 84 degrees 56 minutes 25 seconds East, 559.65 feet to an iron pipe (found) at the southeast corner thereof, passing on line a 5/8" re-bar (found) at 43.72 feet;

thence with the westerly right-of-way line of U.S. Route 68, the centerline location plan of which is recorded in volume 12 page 16 of the plat records of Clark County, Ohio, South 11 degrees 33 minutes 03 seconds West, 341.19 feet to a 5/8" re-bar with metal cap (set), 115 feet left of Station 609 + 75.68 feet;

thence continuing with westerly right-of-way line, South 15 degrees 02 minutes 07 seconds West, 612.16 feet to a point 115 feet left of Station 603 + 50 feet;

thence continuing with said westerly right-of-way, South 21 degrees 09 minutes 49 seconds West, 588.33 feet to an iron bar (found) 115 feet left of Station 597 + 50 feet;

thence continuing with said westerly right-of-way line, South 27 degrees 10 minutes 05 seconds West, 126.74 feet to a 5/8" re-bar with metal cap (set);

thence, North 85 degrees 25 minutes 20 seconds West, 1103.24 feet to a 5/8" re-bar with metal cap (set);

thence, North 4 degrees 44 minutes 38 seconds East, 447.81 feet to a 5/8" re-bar with metal cap (set);

thence, North 84 degrees 48 minutes 24 seconds West, passing on line a 5/8" re-bar with metal cap (set) at 1167.50 feet, at 1247.50 feet, at 1447.50 feet and at 1507.50 feet, in all, 1757.50 feet to the point of beginning and containing 103.320 acres, subject, however, to all rights-of-way, easements, and restrictions of record;

of the above described 103.320 acres, 63.504 acres is within Moorefield Township and 39.816 acres is within German Township;

Being part of the premises described in deed to John W. Edwards, Kent S. Edwards, Margaret Trillena Becker, and Georgeanna Bell recorded volume 859 page 806 and volume 795 page 340 of the deed records of Clark County, Ohio.

The above described premises is based on an actual field survey dated March 25, 1996 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 52 degrees 40

minutes 08 seconds West, on the original centerline of Eagle City Road per Clark County GPS monumentation, Ohio State Plane Coordinate System, South Zone.

CHEMICAL APPLICATION FORM

TENANT: _____ DATE: _____

PARCEL NO. _____ ACRES IN PARCEL: _____

TYPE OF CHEMICAL (FERTILIZER, HERBICIDE, PESTICIDE, OTHER)

NAME OF CHEMICAL: _____

SDS INCLUDED WITH THIS FORM

AMOUNT USED (LBS. OR GALS.): _____

MIXING RATIO (AMOUNT OF CHEMICAL TO GAL. OF WATER)

AMOUNT APPLIED TO PARCEL: _____

DATE APPLIED: _____

THE UNDERSIGNED CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AS OF THE DATE FIRST ABOVE WRITTEN.

BY: _____

NOTE: THIS FORM. MUST BE PROVIDED TO THE WATER SUPERINTENDENT OR HIS REPRESENTATIVE AT LEAST 14 DAYS PRIOR TO ANY CHEMICAL APPLICATION.

THIS FORM MAY BE PHOTOCOPIED.

Request for Commission Action City of Springfield, Ohio

Item Number: 059-21

Agenda Date: 3/2/2021

Today's Date: 2/22/2021

Subject: Cropland Lease Agreement – Clarks Farm Market, LLC

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen x 7351

<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 the City Commission authorize the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clarks Farm Market, LLC to lease approximately 103.889 acres, of which 99.159 acres are tillable farm land, located in the vicinity of the City's Water Treatment Plant. Also requesting the City Commission confirm and approve services provided by Clarks Farm Market, LLC from January 1, 2021.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Cropland Lease Agreement [2021-2025] with Clarks Farm Market LLC, to lease 103.889 acres in the vicinity of the City's Water Treatment Plant, of which 99.159 acres are tillable farmland, and confirming and approving services provided from January 1, 2021 to the passage of this Ordinance.

...ooo000ooo...

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 Cropland Lease Agreement [2021-2025], a copy of which is attached hereto and is hereby approved, with Clarks Farm Market LLC to lease 103.889 acres in the vicinity of the City's Water Treatment Plant, of which 99.159 acres are tillable farmland.

Section 2. That this Commission hereby finds that the price per tillable acres as identified in the attached Cropland Lease Agreement is a reasonable consideration for the acres leased.

Section 3. That this Commission hereby confirms and approves services provided by Clarks Farm Market LLC from January 1, 2021 to the passage of this Ordinance.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CROPLAND LEASE AGREEMENT
[2021 – 2025]

This Agreement entered into this ____ day of _____, 20__, by and between **THE CITY OF SPRINGFIELD, OHIO** a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 (the “City”) and **CLARKS FARM MARKET LLC**, an Ohio limited liability company, whose mailing address is 1445 Eagle City Road, Springfield, Ohio 45504 (the “Tenant”).

The parties agree as follows:

Section 1. The City leases to the Tenant for a term of five (5) crop years beginning January 1, 2021 and ending December 31, 2025 the real property described in **Exhibit A** [Parcels XIV, XV-W and XVII] attached hereto and incorporated herein by reference, all owned by the City and located in the vicinity of City's Water Treatment Plant and wellfields in Clark County. Said real estate consists of 103.889 acres of which 99.159 acres are tillable farm land.

Section 2. Tenants shall pay to the City as rent for the use of said leased premises the sums specified below per tillable acre payable on December 20 of each year of this Lease, commencing December 20, 2021. In the event a lease payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest:

- a. for the 2021 crop year, the rent shall be One Hundred Seventy-Seven Dollars and Fifty-Two Cents (\$177.52) per tillable acre (“2021 contract rent”);
- b. for the 2022 crop year, the contract rent shall be determined by dividing OSU Extension 2021 projected rent for top land by OSU Extension 2020 cash rent for top land and multiplying that quotient by 2021 contract rent to produce 2022 contract rent;
- c. for the 2023 crop year, the contract rent shall be determined by dividing OSU Extension 2022 projected rent for top land by OSU Extension 2021 cash rent for top land and multiplying that quotient by 2022 contract rent to produce 2023 contract rent;
- d. for the 2024 crop year, the contract rent shall be determined by dividing OSU Extension 2023 projected rent for top land by OSU Extension 2022 cash rent for top land and multiplying that quotient by 2023 contract rent to produce 2024 contract rent;
- e. for the 2025 crop year, the contract rent shall be determined by dividing OSU Extension 2024 projected rent for top land by OSU Extension 2023 cash rent for top land and multiplying that quotient by 2024 contract rent to produce 2025 contract rent;

“OSU Extension cash rent” refers to the rents described in the report issued by the Ohio State University Extension, Department of Agricultural, Environmental, and Development Economics for Western Ohio Cropland Values and Cash Rents as pertaining to southwest Ohio. The report “Western Ohio Cropland Values and Cash Rents 2019–20” could be found at the following web address: <https://farmoffice.osu.edu/sites/aglaw/files/site-library/farmmgtpdf/WesternOhioCroplandValuesCashRents2019-20Final.pdf> in 2020. In the

event the Ohio State University ceases to publish the annual Western Ohio Cropland Values and Cash Rents, the City and Tenant shall work together to find an equivalent data set to make adjustments to crop year rent.

Section 3. Tenant hereby grants a security interest to City in all crops and farm products produced on the leased premises. Said security interest is to secure lease payments made pursuant to this Lease Agreement.

Section 4. This Lease Agreement may be terminated by City at its option, by giving notice, in writing, to Tenant.

Section 5. City reserves the right to demand possession of all or any portion of the leased premises at any time for any purpose. In such event, City shall pay reasonable and actual damages for growing crops taken and reasonable value, as determined by the City, for work done on tilled but unplanted land, or reasonable value, as determined by the City, of any other form of damages suffered by Tenant.

Section 6. It shall be understood and agreed by the Tenant that only the areas designated on the attached **Exhibit A** are the parcels to be leased.

- a. Tenant may farm only the land as indicated on the attached **Exhibit A**. All other land or crops disturbed shall be replaced at the request of the City and under the direction of City's City Manager.
- b. The land is offered for lease for farming in its present condition. The description of the land offered for lease has been compiled from available data; there is no guarantee or warranty on the part of the City as to the condition or quality. The responsibility as to condition of the land for farming in the designated portions rests with the Tenant. Under no circumstances will a refund or adjustment be made on account of the land for farming not being of the standard expected; nor will failure to inspect be considered grounds for a claim against the City and/or its officials or any employees. The City shall assume no costs nor provide any services in regard to the farming operations. All such services shall be provided by, and all such costs borne by, the Tenant. The Tenant must exercise care in the farming operations to avoid damage to the soil.
- c. The Tenant will be required to employ good farming practices in order to prevent damage to the property of the City. Tenant agree to observe the generally recognized soil conservation and fertilization practices and crop rotation so as to maintain or increase the productivity of the leased premises. All damages caused by the Tenant or their agents to fences or other improvements of the City shall be repaired or paid for at replacement cost by the Tenant.
- d. Should Tenant fail to keep and maintain the leased premises in good order and repair as is reasonable required in order to preserve and protect the general appearance and value of the premises, and if such maintenance and repair is not undertaken by Tenant within ten (10) days after receipt of written notice, the City shall have the right to enter on the demised premises and perform the necessary maintenance, the cost of which shall be borne by the Tenant.
- e. Should Tenant's operations cause damage or destruction of any structures, the

Tenant shall immediately notify the City's City Manager and cause same to be repaired or replaced in a competent and workmanlike fashion. Should Tenant fail to immediately undertake repair or replacement, the City, at its option, may perform such repairs or replacements, the cost thereof which shall be borne by the Tenant.

- f. Tenant will use and occupy said leased premises in a careful, safe and proper manner and will not commit or suffer any waste thereon, nor use the said leased premises in any unlawful manner.
- g. Tenants will comply with the Wellhead and Well Field Protection Regulations found in Chapter 929 of the Codified Ordinances of The City of Springfield, Ohio.
- h. Tenant shall submit a list to the City of all fertilizers, herbicides, pesticides and chemicals which Tenant intend to use on the leased premises prior to application. The City shall then review the list and notify the Tenant of its approval or disapproval of same. **The Tenant shall not apply chemicals until the chemicals have been approved by the City.**

The Tenant shall not use the following chemicals or any product containing the following chemicals on the subject real estate:

Regulated Substance List. The substances to be regulated are those chemicals, mixtures, and other substances, or components thereof, that are known or suspected (as classified by EPA Standards) carcinogens, toxic or highly toxic agents, corrosives, or which otherwise have been determined to be a health hazard or require monitoring as a primary or secondary containment under the Safe Drinking Water Act of 1986 (Public Law 93-523), as amended. These substances shall be regulated when the concentration of Regulated Substances stored or otherwise used on site meets or exceeds those quantities permitted by law. Regulated Substances include:

- i. Petroleum or petroleum-based products, including fuels, fuel additives, lubricating oils, motor oils, hydraulic fluids, and other similar petroleum-based products;
- ii. Antifreeze, transmission fluids, brake fluids, and coolants;
- iii. Solvents (raw or spent), including cleaning solvents, degreasing solvents, stripping compounds, dry cleaning solvents, painting solvents, and/or hydrocarbon or halogenated hydrocarbon solvents;
- iv. Inks, printing and photocopying chemicals, and waste rags used for solvent-based cleaning;
- v. Organic pigments;
- vi. Liquid storage batteries;
- vii. Non-aerosol, non-latex based paints, primers, thinners, dyes, stains, wood preservatives, varnishing and cleaning compounds, paint sludges, and paint filters;
- viii. Corrosion and rust prevention solutions;
- ix. Industrial and commercial cleaning supplies, including drain cleaners;
- x. Sanitizers, disinfectants, bactericides, and algacides;
- xi. Pesticides, herbicides, and fertilizers;
- xii. Acids and bases with a pH less than or equal to 2 or great than or equal to 12.5;

- xiii. Aqueous metals;
- xiv. Road salt (only when stored in the 1 AND 5 year TOT); or
- xv. Any other material containing one percent (1%) or more by weight of a hazardous raw or waste product that is regulated; as an Extremely Hazardous Substance under Section 302 of the Emergency Planning and Community Right-to-Know Act (EPCRA) (OAC Resolution 3750-20); as a Hazardous Substance under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (OAC Resolution 3750-30); or as a Toxic Chemical regulated under Section 313 of EPCRA (OAC 3745-100).

A substance listed above may be exempted from regulation if the Regulated Substance does not present a threat to groundwater due to the nature of the substance, and the Facility Operator claiming this exemption for a specific Regulated Substance shows the Zoning Administrator or Designee proper documentation from the chemical manufacturer or other qualified verifiable source that the Regulated Substance does not present a threat to the groundwater.

Chemicals which are regulated by SDWA, TSCA, RCRA, OSHA, CERCLA, SARA, FIFRA or other state and/or federal environmental laws and regulations, or for which there is scientific evidence such as the Contaminant Candidate List (CCL) under the USEPA that indicate acute or chronic health effects can result from exposure including carcinogens, toxic and highly toxic agents, reproductive toxins, teratogens, endocrine disruptors, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, obnoxious substances causing odor and taste problems, and agents which damage the lungs, skin, eyes, or mucous membranes.

The Tenant shall not use any other substance to which the City objects.

- i. Tenant shall provide the City with a Chemical Application Form (**Exhibit B**) for each parcel of farmed land. Said Form shall be provided to the City's Water Treatment Plant Superintendent at least 14 days prior to any application of fertilizers, herbicides, pesticides, and any other chemicals. Tenant shall provide the most recent Safety Data Sheet ("SDS") for each chemical applied when submitting their Chemical Application Form.
- j. Tenant must provide free access to the mixing and application of all chemicals to the City's Water Plant Superintendent or his representative. No chemicals shall be mixed within one thousand (1,000) feet of any of the City's wells. All mixing of chemicals shall be done in a safe and acceptable manner as outlined by the product's manufacturer.
- k. Tenant shall during the term hereof, pay all charges for electricity, gas, heat, water and all other utilities used or supplied to the leased premises.

Section 7. City may enter the leased premises at all reasonable times to inspect the same and to perform any work required therein which may be necessary.

Section 8. Tenant agrees to indemnify and hold City harmless from any and all liability

which may result from the acts or omissions of TENANT or any employee or agent of TENANT. TENANT will, during the term of this lease, at their own expense, carry Comprehensive General Liability Insurance for the leased premises with limits of at least \$100,000.00 for bodily injury to any one person and \$300,000.00 for bodily injury in the aggregate, per occurrence, and at least \$100,000.00 for property damage in the aggregate per occurrence. The CITY shall receive at least ten (10) days written notice of cancellation or material change in said insurance policy and the same insurance policy shall name CITY as an additional insured.

Section 9. In the event, through no fault of TENANT, the crops on land leased pursuant to this agreement are vandalized and destroyed, TENANT shall be excused from paying rent on that portion of the leased land on which the crops were vandalized and destroyed for the year in which the vandalization took place.

Section 10. TENANT may not assign nor sublet the leased premises except upon obtaining written permission from CITY.

Section 11. TENANT is licensed and permitted to erect one sign, no larger than 4' X 8' (the sign and its structure must be all within 35' above grade and at least 120' from any parking area) in the former fence line of the approximately 9.5 acre parcel of real estate owned by CITY at the north end of Bechtle Avenue and given permanent parcel number 230-03-00032-100-012 by the Clark County Auditor (see attached Exhibit A for the approximate location area). The said sign shall be used to advertise and direct traffic to TENANT'S farm market on Eagle City Road where TENANT sells produce and other agricultural commodities. The cost of designing and erecting the said sign shall be the responsibility of TENANT. The said sign shall conform to applicable laws and regulations. The said sign may remain at such location so long as the CITY may permit it to be there and shall be removed by TENANT, at TENANT'S expense, when the CITY shall so direct.

Section 12. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 13. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

Section 14. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 15. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

[Signatures to follow]

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

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

THE CITY OF SPRINGFIELD, OHIO

By: _____
Assistant Law Director

By: _____
Bryan Heck, City Manager

CLARKS FARM MARKET, LLC

By: Robert Clark, Member
Robert Clark, member

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

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

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this _____ day of _____, 20__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CLARK)

Before me, a Notary Public, in and for said County and State, personally appeared Robert Clark the member of Clarks Farm Market, LLC, an Ohio limited liability company, who acknowledge that they signed the foregoing instrument and that the same is their free act and deed and the free act and of Clarks Farm Market, LLC.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 19 day of FEBRUARY, 2021.



KARINA EMORY
Notary Public, State of Ohio
My Commission Expires: February 24, 2025
Karina Emory
Notary Public

This instrument prepared by The City of Springfield, Ohio.

WATER WORKS LANDS

LEASE AREAS

PARCEL XIV

Situate in the State of Ohio, County of Clark, Township of German and being part of Section 2, Town 4, Range 10, Between the Miami Rivers Survey, and being described as follows:

Beginning at a PY nail (set) on the centerline of Eagle City Road, South 78 degrees 05 minutes 25 seconds East, 452.96 feet from a railroad spike (set) at the southeasterly corner of a 3.34 acre tract described in deed to Gary N. Jenkins, Sr. and Deborah E. Jenkins recorded volume 862 page 784 of the deed records of Clark County, Ohio, said southeasterly corner being, South 89 degrees 48 minutes 36 seconds East, 308 feet and South 78 degrees 05 minutes 25 seconds East, 10.00 feet from the intersection of the centerline of Eagle City Road with the approximate west line of said section 2;

thence with the centerline of said Eagle City Road, South 78 degrees 05 minutes 25 seconds East, passing on line a railroad spike (found) at 986.73 feet and a 1/2" re-bar (found) at 1011.73 feet, in all, 1050.75 feet to a 1/2" re-bar (found) at an angle in said centerline;

thence continuing with the centerline of said Eagle City Road, South 75 degrees 51 minutes 00 seconds East, 111.13 feet to a railroad spike (found) at a northwesterly corner of a 49.127 acre tract described in deed to the City of Springfield, Ohio recorded volume 819 page 750 exhibit C of the deed records of Clark County, Ohio;

thence with the west line of said premises, South 9 degrees 16 minutes 25 seconds West, 346.00 feet to a corner thereof;

thence with a north line of said premises, North 76 degrees 41 minutes 23 seconds West, 175.85 feet to a 5/8" re-bar with metal cap (set) at a corner thereof;

thence with a west line of said premises, South 9 degrees 23 minutes 42 seconds West, 726.61 feet to a 5/8" re-bar with metal cap (set) at the northeast corner of a 13.394 acre tract described in deed to the city of Springfield, Ohio recorded volume 819 page 750, exhibit A of the deed records of Clark County, Ohio;

thence with the north line of said premises, North 78 degrees 56 minutes 45 seconds West, 536.75 feet to a 5/8" re-bar with metal cap (found) at a corner thereof;

thence, North 21 degrees 45 minutes 50 seconds West, 906.79 feet to a 5/8" re-bar with metal cap (set);

thence, North 12 degrees 54 minutes 35 seconds East, passing on line a 5/8" re-bar with metal cap (set) at 311.03 feet, in all, 325.00 feet to the point of beginning and containing 22.152 acres, subject, however, to all rights-of-way, easements, and restrictions of record;

Being part of the premises described in deed to Georgeanna Bell, John Wilson Edwards, Kent S. Edwards and Margaret Trillena Becker recorded 859 page 806 tract II of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated March 25, 1996 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 78 degrees 05 minutes 25 seconds West, on the centerline of Eagle City Road per Clark County GPS monumentation, Ohio State Plane Coordinate System, South Zone.

*** Excepting 1.4 acres conveyed to The City of Springfield, Ohio by Deed recorded in Book 817, Page 222, Official Records, Clark County, Ohio as Tract I.

WATER WORKS LANDS

LEASE AREAS

PARCEL XV-W

PARCEL XV-W INCLUDES ALL LANDS IN THE FOLLOWING DESCRIBED PARCEL WHICH LIE WEST OF THE MAD RIVER.

Situate in the State of Ohio, County of Clark, Townships of German and Moorefield and being part of the north 1/2 of Section 1 and part of the south 1/2 of Section 2, Town 4, Range 10, Between the Miami Rivers Survey, and being described as follows:

Beginning at a 5/8" re-bar with metal (set) on the south line of Section 2, Town 4, Range 10, BMRS, South 84 degrees 48 minutes 24 seconds East, 982.61 feet from a stone (found) at the southwest corner thereof;

thence, North 9 degrees 23 minutes 37 seconds East, 805.68 feet to a 5/8" re-bar with metal cap (found) at the southwesterly corner of a 13.394 acre tract described in deed to the City of Springfield, Ohio recorded volume 819 page 750 of the deed records of Clark County, Ohio;

thence with the south line of said City of Springfield premises, South 84 degrees 12 minutes 48 seconds East, 1692.42 feet, passing on line a 5/8" re-bar with metal cap (set) at 1352.00 feet;

thence with part of the east line of said City of Springfield, Ohio premises, North 4 degrees 44 minutes 38 seconds East, 400.04 feet to an iron bar (found) at the southwesterly corner of premises described in deed to the City of Springfield, Ohio recorded volume 475 page 515 tract I of the deed records of Clark County, Ohio, passing on line a 5/8" re-bar with metal cap (found) at 194.08 feet;

thence with the south line of said City of Springfield premises, South 84 degrees 56 minutes 25 seconds East, 100.00 feet to an iron bar (found) at the southeast corner thereof;

thence with the east line of said City of Springfield premises, North 4 degrees 27 minutes 23 seconds East, 1157.09 feet to 5/8" re-bar with metal cap (set);

thence with a southeasterly line of said City of Springfield premises, North 34 degrees 27 minutes 44 seconds East, 243.62 feet to a PK nail (set) on the southwesterly line of a 45 feet wide strip of ground described in deed to the City of Springfield, Ohio recorded volume 475 page 518 of the deed records of Clark County, Ohio;

thence with the southwesterly line of said City of Springfield premises and parallel with the original centerline of said Eagle City Road and 45 feet therefrom, South 52 degrees 40 minutes 08 seconds East, 794.61 feet to a 5/8" re-bar with metal cap (set), passing on line a 5/8" re-bar with metal cap (set) at 475.15 feet;

thence with another southwesterly line of said City of Springfield premises, South 71 degrees 05 minutes 58 seconds East, 89.50 feet to an iron bar (found) at the northwesterly corner of a 12.211 acre tract described in deed to James E. Henderson and Judith A. Henderson recorded volume 885 page 504 of the deed records of Clark County, Ohio;

thence with the west line of said 12.211 acre tract, South 8 degrees 39 minutes 33 seconds West, 925.41 feet to a 5/8" re-bar with metal cap (set) at the southwest corner thereof;

thence with the south line of said 12.211 acre tract, South 84 degrees 56 minutes 25 seconds East, 559.65 feet to an iron pipe (found) at the southeast corner thereof, passing on line a 5/8" re-bar (found) at 43.72 feet;

thence with the westerly right-of-way line of U.S. Route 68, the centerline location plan of which is recorded in volume 12 page 16 of the plat records of Clark County, Ohio, South 11 degrees 33 minutes 03 seconds West, 341.19 feet to a 5/8" re-bar with metal cap (set), 115 feet left of Station 609 + 75.68 feet;

thence continuing with westerly right-of-way line, South 15 degrees 02 minutes 07 seconds West, 612.16 feet to a point 115 feet left of Station 603 + 50 feet;

thence continuing with said westerly right-of-way, South 21 degrees 09 minutes 49 seconds West, 588.33 feet to an iron bar (found) 115 feet left of Station 597 + 50 feet;

thence continuing with said westerly right-of-way line, South 27 degrees 10 minutes 05 seconds West, 126.74 feet to a 5/8" re-bar with metal cap (set);

thence, North 85 degrees 25 minutes 20 seconds West, 1103.24 feet to a 5/8" re-bar with metal cap (set);

thence, North 4 degrees 44 minutes 38 seconds East, 447.81 feet to a 5/8" re-bar with metal cap (set);

thence, North 84 degrees 48 minutes 24 seconds West, passing on line a 5/8" re-bar with metal cap (set) at 1167.50 feet, at 1247.50 feet, at 1447.50 feet and at 1507.50 feet, in all, 1757.50 feet to the point of beginning and containing 103.320 acres, subject, however, to all rights-of-way, easements, and restrictions of record;

of the above described 103.320 acres, 63.504 acres is within Moorefield Township and 39.816 acres is within German Township;

Being part of the premises described in deed to John W. Edwards, Kent S. Edwards, Margaret Trillena Becker, and Georgeanna Bell recorded volume 859 page 806 and volume 795 page 340 of the deed records of Clark County, Ohio.

The above described premises is based on an actual field survey dated March 25, 1996 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 52 degrees 40 minutes 08 seconds West, on the original centerline of Eagle City Road per Clark County GPS monumentation, Ohio State Plane Coordinate System, South Zone.

WATER WORKS LANDS

LEASE AREAS

PARCEL XVII

Situate in the State of Ohio, County of Clark, Township of German and being part of Sections 2 & 8 of Town 4, Range 10, Between the Miami. Rivers Survey, and being described as follows:

Beginning at a stone (found) at the corner common to Sections 1, 2, 7, & 8, Town 4, Range 10, BMRS, and being at the centerline intersection of St. Paris Pike and Baker Road;

thence with the centerline of St. Paris Pike, North 1 degree 55 minutes 31 seconds East, 1006.46 feet to a 5/8" re-bar with metal cap (set), reference a stone (found) bears North 1 degree 55 minutes 31 seconds East, 16.80 feet;

thence continuing with the centerline of St. Paris Pike, North 28 degrees 35 minutes 28 seconds West, 756.92 feet to a railroad spike (found), reference a railroad spike (found) bears North 70 degrees 56 minutes 48 seconds East, 1.92 feet;

thence continuing with the centerline of St. Paris Pike, North 18 degrees 32 minutes 44 seconds West, 72.89 feet to a railroad spike (found), reference a railroad spike (found) bears North 75 degrees 42 minutes 34 seconds East, 2.04 feet;

thence continuing with the centerline of St. Paris Pike, North ;9 degrees 00 minutes 50 seconds West, 97.94-feet to a railroad spike (set), reference a railroad spike (found) bears North 56 degrees 05 minutes 54 seconds East, 1.02 feet;

thence continuing with the centerline of St. Paris Pike, North 2 degrees 00 minutes 21 seconds West, 286.78 feet to a PK Nail (set);

thence with the south line of premises described in deed to Robert A. Smith and Carolyn A. Smith recorded book 90 page 328 Tract III of the official Records of Clark County, Ohio, North 87 degrees 16 minutes 01 seconds East, passing on line a PK Nail (found) at 1.49 feet and a 5/8" re-bar with metal cap (set) at 31.49 feet, in all, 160.49 feet to an iron bar (found) at the southeast corner thereof;

thence with the east line of said premises, North 2 degrees 43 minutes 59 seconds West, 68.49 feet;

thence with the east line of said Smith's Tracts I & II, thereof, North 5 degrees 53 minutes 23 seconds East, 359.47 feet to a 5/8' re-bar with metal cap (set);

thence with the east line of premises described in deed to Arthur I. Rider and Betty L. Rider recorded volume 823 page 800 Tract II of the deed records of Clark County, Ohio, North 4 degrees 59 minutes 20 seconds East, 60.80 feet to an iron pipe (found) at the northeast corner thereof;

thence with part of the north line thereof and the easterly extension of Eagle City Road, North 85 degrees 00 minutes 40 seconds West, 27.20 feet to a stone (found);

thence with the centerline of Eagle City Road, North 28 degrees 00 minutes 33 seconds East, 236.56 feet to a PK nail (set);

thence, South 77 degrees 06 minutes 56 seconds East, 439.95 feet to a 5/8" re-bar with plastic cap (set), passing on line a 5/8" re-bar with plastic cap (set) at 26.14 feet;

thence, North 12 degrees 53 minutes 04 seconds East, 338.41 feet to a PK nail (set) on the centerline of Eagle City Road, passing on line a 5/8" re-bar with plastic cap (set) at 318.18 feet;

thence with the centerline of Eagle City Road, South 85 degrees 41 minutes 30 seconds East, 26.89 feet to an iron bar (found);

thence continuing with the centerline of Eagle City Road, South 89 degrees 48 minutes 36 seconds East, 137.63 feet to an iron bar (found);

thence continuing with the centerline of Eagle City Road, South 78 degrees 05 minutes 25 seconds East, 462.96 feet to a PK Nail (found);

thence, South 12 degrees 54 minutes 35 seconds West, 325.00 feet to a 5/8" re-bar with metal cap (found), passing on line a 5/8" re-bar with metal cap (found) at 13.97 feet; -

thence, South 21 degrees 45 minutes 50 seconds East, 906.79 feet to a 5/8" re-bar with metal cap (found) at the northwesterly corner of a 13.394 acre tract described in deed to the City of Springfield, Ohio recorded volume 819 page 750 of the deed records of Clark County, Ohio;

thence with the west line of said premises and its southward projection, South 9 degrees 23 minutes 37 seconds West, 1917.86 feet to a 5/8" re-bar with metal cap (found), passing on line a 5/8" re-bar with metal cap (found) at the southwest corner of said 13.394 acre tract at 1112.18 feet;

thence with the south line of Section 2, Town 4, Range 10, BMRS, North 84 degrees 48 minutes 24 seconds West, 982.61 feet to the point of beginning and containing 85.139 acres, subject, however, to all rights-of-way, easements, and restrictions of record,

Of the above described 85.139 acres, 69.048 acres is within Section 2, and 16.091 acres is within Section 8, Town 4, Range 10.

Being part. of the premises described in deed to Kent S. Edwards, John W. Edwards, Georgeanna E. Bell and Margaret Becker recorded volume 859 page 806 Tract II of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated March 16, 1998 by Terry A. Hoppes, Professional Surveyor number 6352. Basis of bearings is North 78 degrees 05 minutes 25 seconds West, on the centerline of Eagle City Road per Clark County GPS Monumentation, Ohio State Plane Co-ordinate System, South Zone.

Excepting therefrom:

Situate in the State of Ohio, County of Clark, Township of German and being a part of Sections 2 and 8, Township 4, Range 10, B.M.R.S. Being a part of the property of L & R Clark Farms of Official Record Book 1384, page 185 of the Clark County Recorder and being more particularly described as follows:

Beginning, for reference, at a P.K. Nail found at the intersection of St. Paris Pike (60' R/W) and the most westerly point of Eagle City Road (40' R/W). Thence, leaving St. Paris Pike with Eagle City Road, S 85° 00' 40" E 190.81 feet to a stone found in the north line of the property of CCKE Company LLC of Official Record Book 1536, page 2038 and being the principle place of beginning of the parcel herein to be described. Thence, leaving the CCKE property with the centerline of Eagle City Road, N 28° 00' 33" E 236.56 feet to a P.K. Nail found at the southwest corner of the property of Robert L. and Jacqueline L. Clark of Official Record Book 1384, page 189;

Thence, leaving said road, S 77° 06' 56" E 439.95 feet to a pin set at the southeast corner of said Robert L. Clark property, passing a rebar found at 28.29 feet;

Thence N 12° 53' 04" E 338.41 feet to a P.K. Nail found in the centerline of Eagle City Road, passing a rebar found at 318.19 feet;

Thence, leaving the Robert L. Clark property with the said road, S 85° 41' 30" E 26.89 feet to a P.K. Nail found;

Thence, with said road, S 89° 48' 36" E 137.63 feet to a P.K. Nail found;

Thence, with said road, S 78° 05' 25" E 462.96 feet to a P.K. Nail found at the northwest corner of The City of Springfield of Official Record Book 1572, page 1504, also being a west corporation line .of the City of Springfield;

Thence, leaving the road, S 12° 54' 35" W 325.00 feet to a rebar found, passing a rebar found at 13.95 feet;

Thence S 21° 45' 50" E 211.39 feet to a pin set;

Thence, leaving The City of Springfield property, N 82° 06 '00" W 1223.14 feet to a pipe found at the northeast corner of the aforementioned CCKE Company property;

Thence N 85° 00' 40" W 27.20 feet to the principle place of beginning. Containing 10.000 Acres, more or less, 0.396 acre in the road right-of-way, 8.027 acres in Section 2 and 1.973 acres in Section 8 and subject to all legal highways and easements of record.

Bearings in the above description are based on the centerline of Eagle City Road as being N 78° 05' 25" W per Engineers Survey Volume 15, page 238 and are to denote angles only. Pins set are 5/8 inch by 30 inch rebar with plastic caps labeled R.E. Hankison P.L.S. #7409. The above description is based on an actual field survey performed by Richard E. Hankison P.L.S #7409 on 06-12-2006

CHEMICAL APPLICATION FORM

TENANT: _____ DATE: _____

PARCEL NO. _____ ACRES IN PARCEL: _____

TYPE OF CHEMICAL (FERTILIZER, HERBICIDE, PESTICIDE, OTHER)

NAME OF CHEMICAL: _____

SDS INCLUDED WITH THIS FORM

AMOUNT USED (LBS. OR GALS.): _____

MIXING RATIO (AMOUNT OF CHEMICAL TO GAL. OF WATER)

AMOUNT APPLIED TO PARCEL: _____

DATE APPLIED: _____

THE UNDERSIGNED CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AS OF THE DATE FIRST ABOVE WRITTEN.

BY: _____

NOTE: THIS FORM. MUST BE PROVIDED TO THE WATER SUPERINTENDENT OR HIS REPRESENTATIVE AT LEAST 14 DAYS PRIOR TO ANY CHEMICAL APPLICATION.

THIS FORM MAY BE PHOTOCOPIED.

Request for Commission Action City of Springfield, Ohio

Item Number: 060-21

Agenda Date: 3/2/2021

Today's Date: 2/23/2021

Subject: Airport Vegetation Management Agreement – Jeffrey A. Goodbar

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen x 7351

<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 the City Commission authorize the City Manager to enter into an Airport Vegetation Management Agreement [2021-2025] with Jeffrey A. Goodbar to manage vegetation growth on 33.14 acres located at the Springfield-Beckley Municipal Airport. Also requesting City Commission confirm and approve services provided by Jeffrey A. Goodbar from December 1, 2020.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Airport Vegetation Management Agreement [2021-2025] with Jeffrey A. Goodbar, to manage vegetation growth on 33.14 acres at the Springfield-Beckley Municipal Airport, and confirming and approving services provided by Jeffrey A. Goodbar from December 1, 2020 to the passage of this Ordinance.

...ooo000ooo...

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

Section 1. That the City Manager is hereby authorized to enter into an Airport Vegetation Management Agreement [2021-2025], a copy of which is attached hereto and is hereby approved, with Jeffrey A. Goodbar to manage vegetation growth on 33.14 acres at the Springfield-Beckley Municipal Airport.

Section 2. That this Commission hereby confirms and approves services provided by Jeffrey A. Goodbar from December 1, 2020 to the passage of this Ordinance.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AIRPORT VEGETATION MANAGEMENT AGREEMENT
[2021-2025]

This Agreement entered into this ___ day of _____, 20___, by and between **THE CITY OF SPRINGFIELD, OHIO** a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 (the "City") and **JEFFERY A. GOODBAR**, whose mailing address is 1966 West Blee Road, Springfield, Ohio 45502 (the "Provider").

WHEREAS, City owns and operates the Springfield-Beckley Municipal Airport (the "Airport") and needs a cost efficient and effective means of controlling vegetation in certain portions of the Airport which, in the past, has been mowed by City's personnel with City owned equipment; and

WHEREAS, Provider is willing to assist the City in managing vegetation growth at the Airport, as described herein, and to pay City for the privilege of removing vegetation products from the Airport and is further willing to improve the value of Airport property through the exercise of good agricultural practices.

The parties agree as follows:

Section 1. RIGHT OF ENTRY AND LICENSE:

- a. The City grants a right of entry and license to Provider and (with 48 hours advance written notice to City's Airport Manager) to Provider's independent contractors, to enter onto the following described Vegetation Management Areas at the Airport for the purposes of cutting and removing from the Airport growing vegetation on the Vegetation Management Areas and to improve the Vegetation Management Areas by the employment of good agricultural practices to maintain and increase the value of the Vegetation Management Areas for future vegetation management in a manner that will mitigate City's costs of operating the Airport. The Agreement shall continue in effect for a term of five (5) growing seasons, beginning on January 1, 2021 and ending December 31, 2025 (the "Management Years"):
- b. The Vegetation Management Areas are described in **Exhibit A**, attached hereto and incorporated herein by this reference, being the **33.14 acres** in the crosshatched areas designated on **Exhibit A** west of the intersection of State Route 72 and State Route 794 [if available, actual acres comprising the Vegetation Management Areas, as measured by a state or federal agency, will be used to calculate payments to the City].
- c. Vegetation cut by Provider on the Vegetation Management Areas shall become the property of Provider as consideration for the services provided by Provider to City under this Agreement and shall be removed from the Vegetation Management Areas by Provider within ten (10) days after the vegetation has been cut. Provider shall cut the vegetation growing on the Vegetation Management Areas before the vegetation exceeds thirty inches (30") in height.

Section 2. Provider shall make annual money payments to the City as follows as value equalization compensation, as agreed to by Provider and City, to fairly match the value of the vegetation product obtained by Provider under this Agreement with the value of services

rendered by Provider to City plus money compensation paid to City. The annual money payment to the City shall be paid by Provider as specified below (in the event a money payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest):

- a. for the 2021 Management Year, the annual money payment shall be determined by multiplying the amount of the Vegetation Management Area acreage by \$42.50/Acre to produce the 2021 annual money payment amount, to be paid in two installments of one-half of the annual money payment each, on July 15, 2021 and October 15, 2021;
- b. for the 2022 Management Year, the annual money payment shall be determined by multiplying the amount of the Vegetation Management Area acreage by \$42.50/Acre to produce the 2022 annual money payment amount, to be paid in two installments of one-half of the annual money payment each, on July 15, 2022 and October 15, 2022;
- c. for the 2023 Management Year, the annual money payment shall be determined by multiplying the amount of the Vegetation Management Area acreage by \$42.50/Acre to produce the 2023 annual money payment amount, to be paid in two installments of one-half of the annual money payment each, on July 15, 2023 and October 15, 2023;
- d. for the 2024 Management Year, the annual money payment shall be determined by multiplying the amount of the Vegetation Management Area acreage by \$42.50/Acre to produce the 2024 annual money payment amount, to be paid in two installments of one-half of the annual money payment each, on July 15, 2024 and October 15, 2024;
- e. for the 2025 Management Year, the annual money payment shall be determined by multiplying the amount of the Vegetation Management Area acreage by \$42.50/Acre to produce the 2025 annual money payment amount, to be paid in two installments of one-half of the annual money payment each, on July 15, 2025 and October 15, 2025.

Section 3. Provider hereby grants a security interest to City in all crops and farm products produced on the Vegetation Management Areas. Said security interest is to secure the annual money payments made pursuant to this Agreement.

Section 4. City reserves the right to demand possession of all or any portion of the Vegetation Management Areas at any time for any purpose. In such event, City shall pay reasonable and actual damages for growing hay destroyed and reasonable value of vegetation product which Provider would have obtained during the growing season in which the City regained possession, as such values are determined by the City.

Section 6. Provider shall during the term hereof, pay all charges for electricity, gas, heat, water and all other utilities used or supplied to the Vegetation Management Areas for Provider's benefit. Provider, at Provider's cost, will cultivate, fertilize, lime, seed and manage said Vegetation Management Areas in a husbandman like manner according to good agricultural practices [fertilizer shall be applied based on the hay removal for each of the three seasons, with the fertilizer removal rates to be determined by the TriState fertilizer

recommendations that are built by MSU, OSU, and Purdue universities]. Provider will use and occupy said Vegetation Management Areas in a careful, safe and proper manner and will not commit or suffer any waste thereon, nor use said Vegetation Management Areas in any unlawful manner.

Section 7. It is understood and agreed that the rights granted hereunder will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport. Vegetation grown in the approach areas at the ends of each runway shall be restricted to low growing varieties that will not penetrate the FAR Part 77 approach surfaces.

Section 8. Provider shall strictly comply with the "Specifications and Other Conditions" attached hereto as **Exhibit B** and incorporated herein.

Section 9. City may enter the Vegetation Management Areas at all reasonable times to inspect the same and to perform any work required therein which may be necessary by reason of Provider's default under the terms of this Agreement or by reason of City's conducting airport operations adjacent to the Vegetation Management Areas.

Section 10. Provider agrees to indemnify and hold City Harmless from any and all liability which may result from the acts or omissions of Provider or any employee or agent or independent contractor of Provider. Provider will, during the term of this Agreement, at his own expense, carry Comprehensive General Liability Insurance for the Vegetation Management Areas with limits of at least \$100,000.00 for bodily injury to any one person and \$300,000.00 for bodily injury in the aggregate, per occurrence, and at least \$100,000.00 for property damage in the aggregate per occurrence. The City shall receive at least ten (10) days written notice of cancellation or material change in said insurance policy and the same insurance policy shall name City as an additional insured.

Section 11. Provider may not assign its rights under this Agreement except upon obtaining written permission from City.

Section 12. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 13. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

Section 14. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 15. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

IN WITNESS WHEREOF, City and Provider have executed this agreement by themselves or by their duly authorized representatives on the date first above written.

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

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Assistant Law Director

BY: _____
Bryan Heck, City Manager



Jeffery A. Goodbar

Exhibit A

Description of Vegetation Management Areas

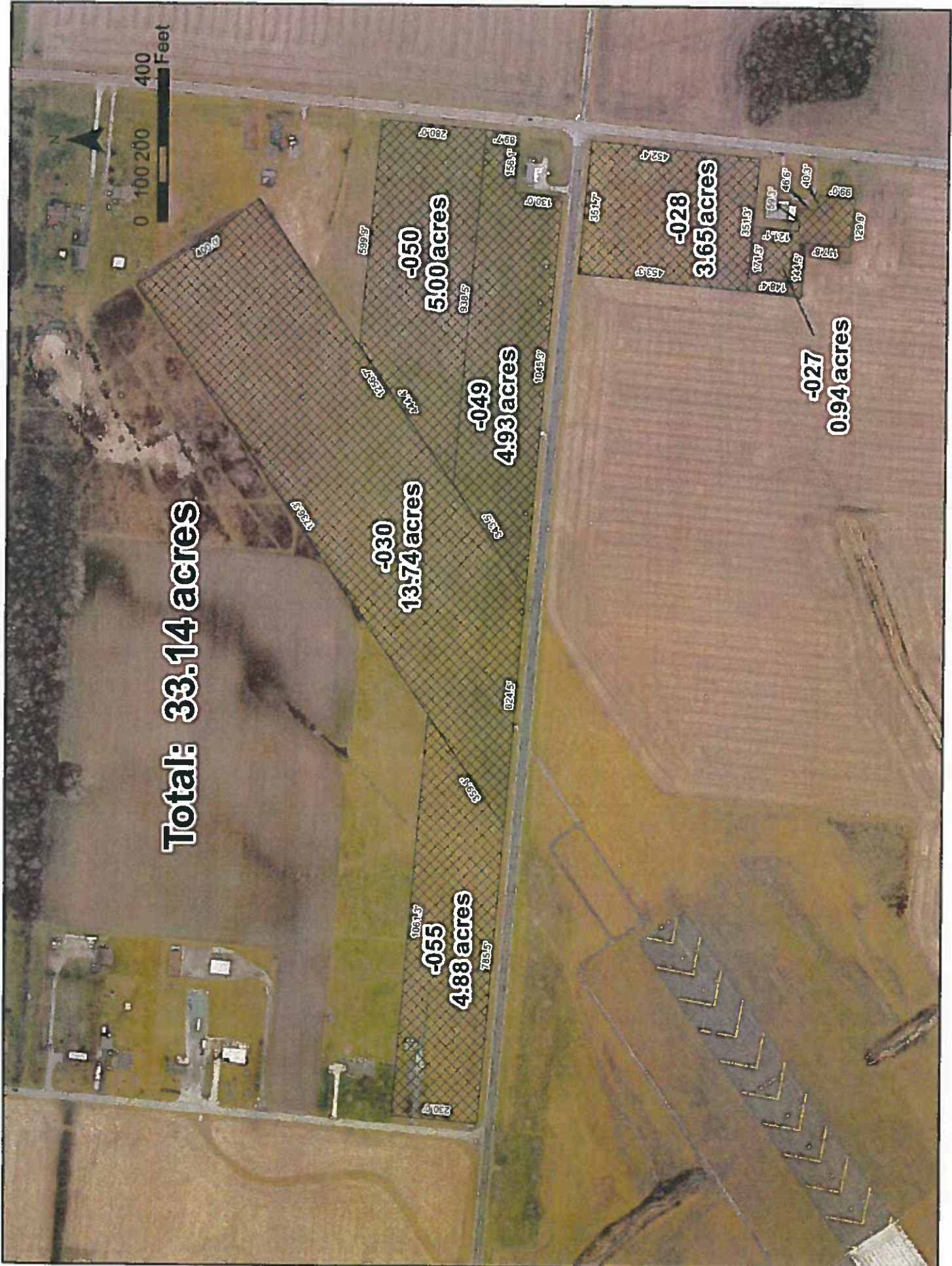


EXHIBIT A

EXHIBIT B
SPECIFICATIONS AND OTHER CONDITIONS

1. The Provider's attention is directed to the fact that all applicable federal, state, and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout; Provider must comply with those laws pertaining to wages and equal employment. Ignorance of legislation will in no way excuse the Provider from full compliance with all statutes and regulations.
2. The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Provider shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin.
3. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
4. It shall be understood and agreed by the Provider that only the leased premises are the parcels to be leased.
 - a. Provider may farm only the land included in the leased premises. All other land or crop's disturbed shall be replaced at the request of the City and under the direction of the Director of Aviation.
 - b. The leased premises is leased for farming in its present condition. The description of the land offered for lease has been compiled from available data; there is no guarantee or warranty on the part of the City as to the condition or quality. The responsibility as to condition of the land for farming in the designated portions rests with the Provider. Under no circumstances will a refund or adjustment be made on account of the leased premises not being of the standard expected; nor will failure to inspect be considered grounds for claim against the City and/or its officials or any employees. The City shall assume no costs nor provide any services in regard to the farming operations. All such services shall be provided by, and all such costs borne by, the Provider. The Provider must exercise care in the farming operations to avoid damage to the soil.
 - c. The Provider will be required to employ good farming practices in order to prevent damage to the property of the City. Provider agrees to observe the generally recognized soil conservation and fertilization practices and crop rotation so as to maintain or increase the productivity of the leased premises. All damages caused by the Provider or his agents to fences or other improvements of the City shall be repaired or paid for at replacement cost by the Provider.

- d. Should Provider fail to keep and maintain the leased premises in good order and repair as is reasonably required in order to preserve and protect the general appearance and value of the leased premises, and if such maintenance and repair is not undertaken by Provider within ten (10) days after receipt of written notice, the City shall have the right to enter on the leased premises and perform the necessary maintenance, the cost of which shall be borne by the Provider.
 - e. Should Provider's operations cause damage or destruction of any structures, the Provider shall immediately notify the Director of Aviation and cause same to be repaired or replaced in a competent and workmanlike fashion. Should Provider fail to immediately undertake repair or replacement, the City, at its option, may perform such repairs or replacements, the cost thereof which shall be borne by the Provider.
5. Nothing in this agreement shall be construed to create any obligation on the part of the City for any debts of the Provider. All seed, fertilizer, inoculations, soil enhancing materials, labor, equipment usage and drainage improvement or maintenance costs will be at the sole expense of the Provider.
6. The Provider shall cooperate with any contractor working at the Springfield-Beckley Municipal Airport and in case of dispute, the City shall determine contract priority.
7. Provider understands and agrees that the City neither acknowledges nor accepts any liability for crop failure, damage to crops through any material cause, or damage due to aircraft emergencies, accidents, airport operations or industrial park operations.
8. No fences, structures, shrubbery, growing timber or soil shall be erected, grown, or removed from the leased premises without a written consent from the City, approved by the Director of Aviation. All land within the leased premises shall be used for the production of grain and grass.
9. Provider shall not use any of the described land for growing, raising, training, harboring, or feeding of fowl or livestock, and shall not use the premises for the discarding of trash or debris.
10. Provider shall not store any fuel or oil in or within 200 ft. of any building, runway, or taxiway. All fuel and oil shall be stored in metal containers or tanks as provided under state and local laws and regulations.
11. The Provider will allow the City or City's agents to enter upon premises at all reasonable times to examine the conditions of the leased premises.
12. The Provider shall take particular care not to drop, spread, or distribute any dirt, grain, or debris upon the hard surfaces at the Springfield-Beckley Municipal Airport. The Provider shall not use the airport pavements for travel or transportation.
13. Recognized crop rotation shall be used as recommended by the Clark County Agricultural Extension Service.
14. Lime Requirements:

- a. The Provider may use a soil testing service thru the Clark County Agricultural Extension Service and use this result and recommendation for the rate of application of lime.
 - b. The Provider shall, however, make his choice of method to be used prior to the signing of the lease and shall follow the same method throughout the entire lease.
 - c. The Provider shall furnish satisfactory proof to the City showing the amount of lime distributed, the area receiving the distribution and date of distribution from the distributor.
15. Areas maintaining a low crop requirement are designated on the attached map and shall conform to the following:
- a. There shall be beans, small grain (oats, wheat, rye, barley) , meadow and meadow rotation in these areas with a lime application before the second (2nd) planting of beans.
 - b. Meadow shall consist of alfalfa, red clover, and grass.
 - c. On each acre of land within each area to be seeded for meadow the acceptable seeding mixture standards will be followed.
16. Preparations:
- a. The acreage to be seeded for meadow shall be plowed or disced to a minimum depth of 4" and a desirable and suitable seed prepared to the satisfaction of the City.
 - b. Fertilizer: Each crop on each acre of leased premises shall receive a minimum distribution of fertilizer as shown below:

Crop	Nitrogen (N) lbs./acre	Phosphorous (P250) lbs./acre	Potassium (K20)
1 st year Corn	100	80	80
2 nd year Corn	125	80	80
3 rd year Corn	125	80	80
Beans	0	40	40
Small Grain	25	40	40
Meadow (top dressing)	0	80	80

- c. All seed used shall be properly labeled in accordance with the U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of planting.
 - d. All seeds shall have a minimum purity of 92%, a germination of 85% and a maximum weed content of 1%.
 - e. The clover and alfalfa seed shall be inoculated. The method of sowing the seed shall meet the approval of the City.
 - f. Provider will surrender and deliver up said premises, at the end of said term, in as good as, or better than, order and condition as the same now is.
17. The Provider shall follow a weed control program as set forth below:

- a. Meadow shall be mowed before June 10 each year and no weeds shall be left standing. Meadow shall then be mowed on or about August 1 of each year, but shall be mowed before the Canadian thistle blooms.
 - b. Land to be planted in corn shall be prepared in the normal way. Corn may be sprayed by approved chemical methods, which will control Canadian thistles and other weeds, after the cultivation.
 - c. It shall be the obligation of the PROVIDER to follow the weed control program, as recommended by the Clark County Agricultural Extension Service Agent.
18. Farming shall not be permitted in runway and taxiway safety areas and extended runway safety areas. Crops which penetrate Federal Aviation Regulation Part 77 "Objects Affecting Navigable Airspace" shall not be permitted.
19. Farming will not be permitted between runways and taxiways.
20. Machinery, vehicles, and equipment may be moved into this property for farming operations subject to the location being designated or approved by the Director of Aviation.
21. All equipment and vehicles shall display an obstruction flag attached to its highest point. The flag shall be a minimum three (3) feet square with alternate one (1) foot square blocks of aviation orange and aviation white.
22. All leased premises not planted to crops shall be mowed so as to maintain a level of growth not to exceed eighteen (18) inches. Any area not maintained according to specifications will be mowed by the City and cost of same charged to Provider.
23. Up on removal of matured crop from an area, the area must be maintained as specified above or plowed and worked to maintain a weed free condition.
24. The crops to be farmed must be compatible with aviation and not be an attraction for animals and/or birds which could be a potential hazard to aircraft operations. If animals and/or birds are attracted to crops, Provider shall take appropriate action to remove or cancel the features of the crop that attract birds and/or animals or City shall destroy such crop at Provider's expense.
25. Safety meetings will be held as needed to advise farming equipment operators of airport safety requirements.
26. The height of stacked material such as baled hay or straw, final crop location, farming equipment movement, and storage areas shall be at such a distance from operational surfaces that they will not be an obstruction to air navigation per FAR Part 77, which form may be obtained at the Office of the Director of Aviation, located at the Springfield-Beckley Municipal Airport.

Request for Commission Action City of Springfield, Ohio

Item Number: 061-21

Agenda Date: 3/2/2021

Today's Date: 2/22/2021

Subject: Confirm and approve a Development Incentive Agreement (DIA) with Janice L. Powers.

Submitted By: Chris Moore

Department: Service

Contact: Brian Hines 937-525-5800

<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 confirm and approve the execution of a Development Incentive Agreement (DIA) with Rock Powers as Power of Attorney for Janice L. Powers for sewer service to her residential property located in German Township at 1249 Holly Dr. (parcel# 050-06-00018-403-026).

This is for an existing single family residential home. The sale of the property was contingent upon the connection to the City sanitary sewer.

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

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

Total Cost: 0.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Development Incentive Agreement (Single Family Residential Development) with Rock Powers as Power of Attorney for Janice L. Powers, to provide for sewer services to real property outside the City limits.

...oooOOOooo...

WHEREAS, Rock Powers as Power of Attorney for Janice L. Powers, owns certain real property which is currently located outside the City limits; and

WHEREAS, Rock Powers as Power of Attorney for Janice L. Powers desires the privilege of obtaining sewer services from the City; 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 Development Incentive Agreement (Single Family Residential Development), a copy of which is attached hereto, with Rock Powers as Power of Attorney for Janice L. Powers, to provide for sewer services to real property outside the City limits.

Section 2. That because the Development Incentive Agreement authorized by this ordinance constitutes a covenant running with the land, the City Manager is hereby authorized to execute such agreements and documents the City Manager deems necessary to document that the terms of this Development Incentive Agreement remain in effect upon change in the ownership of the property described in the Development Incentive Agreement.

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., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

DEVELOPMENT INCENTIVE AGREEMENT
(Single Family Residential Development)

THIS AGREEMENT entered into this _____ day of _____, 2021, by and among **THE CITY OF SPRINGFIELD, OHIO** (“City”) whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **ROCK POWERS as Power of Attorney (“POA”) for JANICE L. POWERS** (“Owner”) whose mailing address is 1249 Holly Drive, Springfield, OH 45504.

WITNESSETH:

WHEREAS, Owner wishes to use and/or develop certain real property, described in “**Exhibit A**” attached hereto and incorporated herein by reference (hereinafter called premises), for residential purposes only; and

WHEREAS, the premises is currently located outside the City's corporation limits; and,

WHEREAS, Owner desires the privilege of obtaining sewer services from City.

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

Section 1. After Owner has tapped available sewer pipe in a manner approved by the City and has paid all applicable connection fees, the City shall allow Owner to discharge waste into the tapped pipe subject to the sewer use laws and rules as currently and hereafter established by the City. Owner agrees to pay the usual and customary sewer charges, as currently and hereafter established by the City provided, however, that for as long as the premises remain outside the City's corporation limits, Owner shall pay sewer charges at the prevailing rates for users located outside the City's corporation limits.

Owner shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the City's water distribution and sewage collection systems.

Section 2. Owner shall construct or otherwise make available, in accordance with the City's specifications, the facilities necessary to connect the City's sewer system to the premises. The cost of providing the above described facilities shall be the responsibility of Owner. The City shall provide initial service within a reasonable time, but not later than five (5) days after Owner has provided the facilities and requested inspection and received approval by the City. The City will use its reasonable best efforts to maintain sewer service to the premises as long as this agreement is in effect.

Section 3. Owner agrees to fully cooperate in any proceedings to annex the premises to the City's corporate limits. Said cooperation shall be defined as (i) appointing an individual designated by the City to be the Owner's agent to furnish applications, petitions, affidavits and other documents necessary to the annexation process, (ii) signing annexation petitions and providing supporting affidavits, (iii) furnishing representatives to testify in favor of annexation at hearings, (iv) providing information concerning the benefits of annexation, (v) remaining as a party in annexation proceedings through the appellate process, (vi) not encouraging opposition to annexation, (vii) preparing an annexation petition and map and (viii) such other assistance in furtherance of annexation as the City shall reasonably request. Owner shall provide such cooperation in annexation proceedings either alone or in concert with other property owners seeking annexation.

Section 4. Owner further agrees that the sewer services provided by City pursuant to this agreement are for the sole benefit of Owner, Owner's successor owners in and their tenants. Owner shall not assign the Owner's interest and rights under this agreement to any other entity without the consent of City in writing. In the event the Owner conveys any portion of its interest in the premises to any other entity without providing for the express assumption by the successor owner of the obligations of the Owner under this agreement, and Owner fails to secure such an assumption within (30) days after notice from the City thereof, the City may, at its option, terminate the sewer services provided pursuant to this agreement.

Section 5. In consideration of City allowing to Owner the privilege to receive sewer services for the premises located outside the City's corporate limits, Owner agrees to make payment to City as follows:

- a. On the fifteenth (15th) day of April of each year Owner shall pay to the City the sum of Two Hundred Fifty Dollars (\$250.00) for each residential unit located on the premises during the calendar year immediately preceding the year in which the April payment is to be made.

- b. A residential unit is defined as a dwelling designed to be occupied by an individual or group of individuals living together in common living quarters.
- c. Payments under this section shall be made to the City until annexation of the premises to the City's corporate limit has been completed. Obligations under this section shall begin as of the date that sewer services are commenced by the City.
- d. Sums due to the City pursuant to this Section 5 and remaining unpaid after the due date shall bear interest at the rate of eighteen percent (18%) per annum.

Section 6. On the date the premises become annexed to City's corporation limits, Owner, its successors and assigns and its tenant's obligations under Sections 4 and 5 shall cease. However, all previous payments made by Owner to City pursuant to Sections 1 and 5 shall be retained by City and payments pursuant to Sections 1 and 5 shall be made to City for that portion of the year of annexation during which the premises was not within City's corporation limit.

Section 7. Should the use of the premises change from a single family residential use as a single family structure or condominiums to another use, the parties agree that this Development Incentive Agreement shall terminate and that another Development Incentive Agreement shall be entered into containing a payment system consistent with the new use to which the premises is put.

Section 8. OWNER shall indemnify and hold City harmless from any liability of any nature which may result from the acts or omissions of Owner, in entering into this agreement or performing its obligations under this agreement. Further, Owner shall pay all attorney's fees and court costs incurred by City in defending itself against any such liability. **WARNING:** It is unlawful for officials and employees of City to receive gratuities.

Section 9. City's failure to complain of any act or omission on the part of Owner, no matter how long a time the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by City at any time, express or implied, or any breach of any provision of this agreement shall be deemed a breach of any other provision of this agreement or a consent to any subsequent breach of the same or any other provision.

Section 10. Any judicial action involving any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be filed only in the Common

Pleas Court Clark County, Ohio.

Section 11. All notices required or permitted to be given by either Owner or the City under the terms of this agreement shall be in writing and sent by certified mail, return receipt requested, by courier service, or delivered in person to the above mentioned addresses. Mailed notices shall be effective upon delivery.

Section 12. This agreement may not be modified or amended except by a subsequent agreement in writing signed by the parties hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

Section 13. This agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No statements, agreements or understandings, representations, warranties or conditions not expressed in this agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this agreement unless such is in writing signed by both parties hereto and is by reference made a part hereof.

Section 14. This agreement is binding upon, and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Agreement shall be recorded in the office of the Recorder of Clark County, Ohio and constitutes a covenant running with the land.

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

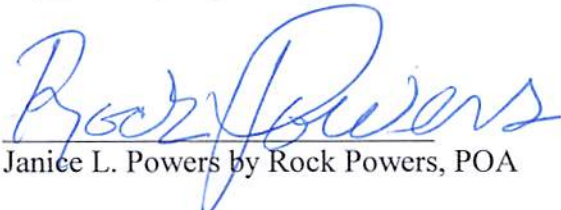
APPROVED AS TO FORM
AND CORRECTNESS:

Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

By: _____
Jason T. Irick, Assistant Law Director

Bryan Heck, City Manager


Janice L. Powers by Rock Powers, POA

STATE OF OHIO)
COUNTY OF CLARK) SS:

Before me, a Notary Public, in and for said County, personally appeared Bryan Heck, City Manager of The City of Springfield, Ohio who acknowledged that he did execute the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio and that the same is its free act and deed and his free act and deed respectively, as such officer and individually.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this ___ day of _____, 2021.

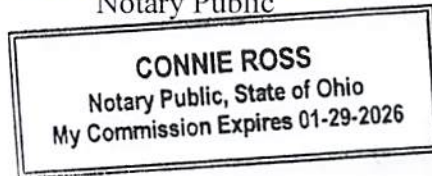
Notary Public

STATE OF OHIO)
COUNTY OF CLARK) SS:

Before me, a Notary Public, in and for said County, personally appeared Rock Powers as Power of Attorney for Janice L. Powers, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and who further swore to and subscribed the said instrument.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this 22nd day of February, 2021.

Connie Ross
Notary Public



This instrument was prepared by The City of Springfield, Ohio.

EXHIBIT A

Situated in the Township of German, County of Clark, and the State of Ohio.

Being Lot No. Eleven (11) as the same is numbered and designated in forest hills subdivision No. 2, recorded in Volume 9, Page 36-B, Plat Records, Clark County.

Excepting therefrom, 0.58 acres deed as a perpetual easement for highway purposes to the State of Ohio, July 8, 1968 and recorded in Vol. 607, Page 30, deed records, Clark County, Ohio.

Be the same more or less, but subject to all legal highways.

Clark County Parcel Number: 0500600018403026

Street Address: 1249 Holly Drive, Springfield, OH 45504

Durable Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, *Janice L. Powers*, of Clark County, Ohio, hereby appoint my husband, *Paul A. Powers*, as my true and lawful attorney-in-fact for myself and in my name, place and stead to act as described herein.

In the event that the said Paul A. Powers cannot serve for any reason, then I hereby appoint *Rock A. Powers and/or Rhonda L. Gibson*, to serve together or to act individually, as my true and lawful attorney in fact for me and in my name, place and stead to act as described herein.

(1) To rent and lease, by oral or written agreement, all or any part of my real estate for such rents, for such periods of time and upon such other terms as my attorney-in-fact shall deem best.

(2) To collect all rents which shall hereafter become due to me under all leases, oral and written, for any part of my real estate, and to perform all actions necessary to collect any rents thereof, and to perform all actions necessary to evict any tenant for any reason which my attorney deems proper.

(3) To maintain and care for all of my real estate, to enter into contracts for performance of all necessary repairs and maintenance thereof, and to pay all bills incurred in connection with such repairs and maintenance.

(4) To secure possession of any and all personal property of any kind or nature which I own or hereafter acquire, upon the presentation of a photocopy of this Power of Attorney and upon the execution of a receipt to the person or persons holding any of my property and upon the payment of any storage or other charges incurred in connection therewith.

(5) To negotiate sales of any and all real and personal property which I own or in which I have an interest or estate of any kind, wherever situated, and to enter into contracts, oral or written, for the sale of any or all thereof, for such prices and on such terms as my said attorney shall deem best.

(6) To sell and convey, by deed, bill of sale, assignment or other proper instrument of conveyance, with or without warranties, upon such terms and conditions and for such price or prices, and upon such terms of credit, and to such person or persons as my attorney shall deem best, all or any part of any real estate or of any personal property which I now own or hereafter acquire, and to receive payments of the purchase money of any and all thereof and of any and all notes or other obligations received as evidence of the indebtedness or in payment therefore.

(7) To purchase therefor for my wellbeing any real or personal property that he/she may deem appropriate and upon such terms and conditions that he/she, in his/her sole discretion, shall elect, and to accept on my behalf title to said real or personal property and to borrow money on my behalf on such terms and conditions as he/she may deem best and to mortgage, pledge, obligate and otherwise hypothecate any assets I may own or to do all the above in purchasing any real or personal property.

(8) To make all claims upon any person, company and governmental agency required to secure from them in my behalf all money which may hereafter become due to me or which may hereafter become due to me or to any of my creditors on my account, whether the same shall become due because of any state, regulation, ordinance, rule or regulation of any governmental body or agency or whether the same shall become due because of any public or private pension or annuity; my attorney-in-fact is authorized to execute any and all applications and other documents which might be necessary or required to secure any money becoming due to me, to accept the payment thereof as my attorney-in-fact and agent or to direct the payment thereof to any person to whom I may have become indebted, and to execute proper receipts and releases for all of such money.

(9) To pay out of all monies received on my behalf any and all bills hereafter incurred by me for any purpose whatsoever.

(10) To endorse as my attorney-in-fact all checks, drafts, money orders, or other instruments for the payment of money payable to me, and to receive therefor cash or to deposit the same in any account in any financial institution now or hereafter in my name or in the name of my attorney-in-fact.

(11) To withdraw funds now or hereafter on deposit in my name in any account, checking, savings or otherwise, in any bank, savings and loan association, or other financial institution, and for that purpose to execute in my name, as Power of Attorney, checks and drafts, withdrawal slips and statements, certificates of deposit, and any and all other instruments necessary to make such withdrawals.

(12) To execute and acknowledge all reports and returns required to be executed and filed by any federal, state, county, municipal or other local, or other governmental body, department, division, bureau or commission for any purpose whatsoever, or any bureau thereof, including without limitation all returns required in connection with the declaration, reporting and payment of any income or other tax; and to execute all documents necessary to protect against, appeal from and claim for refund of all taxes and other governmental charges of any kind levied or imposed or sought to be levied and imposed by any such government or governmental body.

(13) This Power of Attorney shall not be affected by disability of the principal.

(14) To inventory and have access to any and all of my safety deposit boxes or inner depository and to extract from the safety deposit anything my Power of Attorney should deem necessary.

(15) To execute, acknowledge and create all instruments necessary or incidental to the transfer of my real or personal property without consideration in the form of gifts to those that my Power of Attorney, in his/her sole and unfettered discretion, may deem appropriate and if necessary, to file gift tax returns on such gifting. I do hereby specifically empower my attorney-in-fact to make these gifts to rid my estate of my assets in such a fashion as to minimize my federal estate tax or to erode my unified tax credit as my attorney-in-fact may deem appropriate. The power of my attorney-in-fact to make gifts in any one year to himself/herself and/or to any person he/she has an obligation by law to support shall be limited to my "annual exclusion" for federal gift tax purposes in effect for such year with respect to the person receiving such gift.

No person dealing with my attorney-in-fact acting in reliance upon this Power of Attorney shall be required to inquire into the propriety of any action taken by my attorney-in-fact, and I exonerate any person so acting from any liability for any action taken by my attorney-in-fact in accordance with the powers herein set forth. The attorney-in-fact will advise any institution upon the termination of his/her powers or upon the death of the Grantor.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, and I ratify and confirm all that my said attorney-in-fact shall lawfully do, or cause to be done, by virtue hereof.

Executed at Springfield, Ohio, this 27 day of March, 2017.

Janice L. Powers

JANICE L. POWERS

STATE OF OHIO)
)SS:
COUNTY OF CLARK)

BE IT REMEMBERED, that on the 27 day of March, 2017, before me, the undersigned, a Notary Public, in and for said County, personally appeared *Janice L. Powers*, who, being first duly sworn, acknowledged the execution of the foregoing instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Executed at Springfield, Ohio, the 27 day and year last aforesaid.



William D. West

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

William D. West, Esq.
20 S. Limestone St., Suite 120
Springfield, Ohio 45502
(937) 324-4171



- 3. That the said **Paul A. Powers** died on the **30th** day of **December 2020**, a copy of his/her death certificate being attached hereto.
- 4. That the survivorship interest of the said **Paul A. Powers** in said real estate is now vested solely with **Janice L. Powers**
- 5. That this affidavit is given to transfer the interest of the said **Paul A. Powers** in the real estate above described and to accomplish the transfer, for recording purposes, the interest in the real estate described above of **Paul A. Powers** to **Janice L. Powers**.

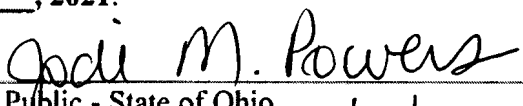
EXECUTED this February 9, 2021.


Rock A. Powers - Affiant

STATE OF OHIO, COUNTY OF Union

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared the above-named **Rock A. Powers**, Affiant herein, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same to be his/her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this February 9, 2021.


Notary Public - State of Ohio
My Commission Expires: 7/11/2022




Jodi M. Powers
Notary Public, State of Ohio
My Commission Expires
7/11/2022

THIS INSTRUMENT PREPARED BY:
David R. Miles, Attorney at Law
1160 East Dayton-Yellow Springs Road
Fairborn, Ohio 45324

REGISTRAR'S No. 2100-0020000939 CERTIFICATE OF DEATH

DECEDENT	1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any) PAUL ALLEN POWERS					2. Sex MALE	3. Date of Death (Month/Day/Year) DECEMBER 30, 2020	
	4. Social Security Number [REDACTED]	5a. Age (Years) 84	5b. Under 1 Year Months	5c. Under 1 day Hours	5d. Under 1 day Minutes	6. Date of Birth (Mo/Day/Year) DECEMBER 27, 1936		7. Birthplace (City and State or Foreign Country) BRIDGEWATER, MICHIGAN
	8a. Residence State OHIO		8b. County CLARK			8c. City or Town SPRINGFIELD		
	8d. Street Address and Zip Code 1249 HOLLY DRIVE 45504					9. Ever in US Armed Forces? YES - AIR FORCE		
	10. Marital Status at Time of Death MARRIED				11. Surviving Spouse's Name (If wife, give name prior to first marriage) JANICE LEE HORNE			
	12. Decedent's Education HIGH SCHOOL GRADUATE OR GED			13. Decedent of Hispanic Origin NO		14. Decedent's Race WHITE		
	15. Father's Name WILLIAM SMITH POWERS				16. Mother's Name (prior to first marriage) THELMA JEAN LITTERAL			
	17a. Informant's Name ROCK POWERS			17b. Relationship to Decedent SON		17c. Mailing Address (Street and Number, City, State, Zip Code) 17775 WOODVIEW DRIVE MARYSVILLE, OHIO 43040		
	18a. Place of Death HOSPITAL - INPATIENT					18b. Facility Name (If not Institution, give street & number) GRADY MEMORIAL HOSPITAL		18c. City or Town, State and Zip Code DELAWARE, OH 43015
	18d. County of Death DELAWARE							
DISPOSITION	19. Funeral Service Licensee or Other Agent ERIN E ZINK			20. License Number (of licensee) 009711		21. Name and Complete Address of Funeral Facility JONES-KENNEY-ZECHMAN FUNERAL HOM 1002 E HIGH ST SPRINGFIELD, OH 45505		
	22. Method and Place of Disposition BURIAL - FERNCLIFF CEMETERY ABORETUM & CREMATORY, SPRINGFIELD, OH							
	23. Local Registrar <i>Ronda Y Hess</i>				24. Date Filed (Month/Day/Year) 1/21/2021			
	25. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner or Medical Examiner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.							
CERTIFIER	26a. Time of Death 1417		26b. Date Pronounced Dead (Month/Day/Year) December 30, 2020		26c. Was Case Referred to Medical Examiner or Coroner? NO			
	26d. Certifier Name and Title <i>Dealy</i> MD		26e. License number 35.096531		26f. Date Signed (Month/Day/Year) 1/11/21			
	27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death DEREK COOLEY, 561 WEST CENTRAL AVENUE, DELAWARE, OH 43015							
	28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death)	a. Hypoxic Respiratory Failure					Approximate Interval: Onset and Death 8 days		
Sequentially list conditions, if any, leading to immediate cause.	b. Due to (or as Consequence of) COVID-19					8 days		
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)	c. Due to (or as Consequence of)							
	d. Due to (or as Consequence of)							
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. Acute Kidney injury, Diabetes					29a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable	
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Probably		31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year			32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined			
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury	33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)			33d. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)								
33f. Describe How Injury Occurred:					33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:			

HEA 2724 Rev. 08/18


Ronda L. Hess
 Registrar
JAN 21 2021
Ronda Y Hess

1690378
 2020145477
 202100002986
 BK 2186 PG 543
 2020145477

Request for Commission Action City of Springfield, Ohio

Item Number: 062-21

Agenda Date: 03/02/2021

Today's Date: 02/16/2021

Subject: Forestry Tractor

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the purchase of one (1) AEBI Terratrak Model TT281+ 109HP Tractor and one (1) SEPPI SMWA AUS200 Mount Mulching Mower from Steinke Tractor Sales, Inc. 707 S. Barron St., PO Box 259, Eaton, OH 45320 for a total amount of \$240,603.00. This purchase is being made through The State of Ohio Department of Transportation (ODOT) Contract #270-21.

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

Department/Division	Fund Description	Account Number	Actual Cost
Sewer Fund Projects	Sewer Admin Capital Projects	331207-6030 (002)	\$240,603.00

Total Cost: \$240,603.00

AN ORDINANCE NO. _____

Authorizing the purchase of one AEBI Terratrak Model TT281+ 109HP Tractor and one SEPPI SMWA AUS200 Mount Mulching Mower for an amount not to exceed \$240,603.00, from Steinke Tractor Sales, Inc., through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

...oooOOOooo...

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

WHEREAS, the City wishes to purchase one AEBI Terratrak Model TT281+ 109HP Tractor and one SEPPI SMWA AUS200 Mount Mulching Mower through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 270-21; NOW, THEREFORE:

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

Section 1. That the Director of Finance is hereby authorized to purchase one AEBI Terratrak Model TT281+ 109HP Tractor and one SEPPI SMWA AUS200 Mount Mulching Mower for an amount not to exceed \$240,603.00 from Steinke Tractor Sales, Inc., 707 S. Barron St., PO Box 259, Eaton, Ohio 45230, through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 270-21, in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 0.17 acre at 366 Ludlow Avenue, Springfield, Ohio from RS-8, Medium-Density, Single-Family Residence District to CN-2, Neighborhood Commercial District.

...oooOOOooo...

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

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 0.17 acre at 366 Ludlow Avenue, Springfield, Ohio, described as Parcel No. 3400700028214007, from RS-8, Medium-Density, Single-Family Residence District to CN-2, Neighborhood Commercial District.

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

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

PASSED this _____ day _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2021)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, 2021.

CLERK OF THE CITY COMMISSION

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by amending the Limestone Center Planned Development District located at 1600 North Limestone Street.

...oooOOOooo...

WHEREAS, in Ordinance No. 11-181 and amended by Ordinance No. 13-80, the City Commission rezoned 5.3 acres and adopted regulations for the Limestone Center Planned Development District; NOW THEREFORE:

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

Section 1. That this Commission does hereby approve an amendment to the Limestone Center Planned Development District located at 1600 North Limestone Street, to allow for the front two parcels to be developed as office area instead of restaurants or retail, to potentially remove a drive off of North Limestone Street, to modify the setback to 10 feet, and to extend the development completion timeline per Exhibit A attached to this ordinance.

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

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

PASSED this _____ day _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2021)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____, 2021.

CLERK OF THE CITY COMMISSION



RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

BRENTWOOD DR.

CC-2 ZONING

12" High Decorative Light

ROOSEVELT DR.

N. LIMESTONE ST. (S.R. 72) (60' R/W)

CLOSE EXIST. ENTRANCE

PROPOSED OFFICE OR RETAIL/RESTURANT 9K S.F.

EXISTING OFFICE BUILDING 20K

EXISTING OFFICE BUILDING 12.5K

RS-5 ZONING

RS-5 ZONING

PROPOSED OFFICE OR RETAIL/RESTURANT 9K S.F.

EXISTING OFFICE BUILDING 10K

WARREN DR. (50' R/W)

SCREEN DETAIL (TYP.)

CC-2 ZONING

STONE/BRICK PIER WITH CAP

BOXWOOD HEDGE

WARREN DR. & ROOSEVELT DR.

Screening Details

TRAFFIC LIGHT

RS-5 ZONING

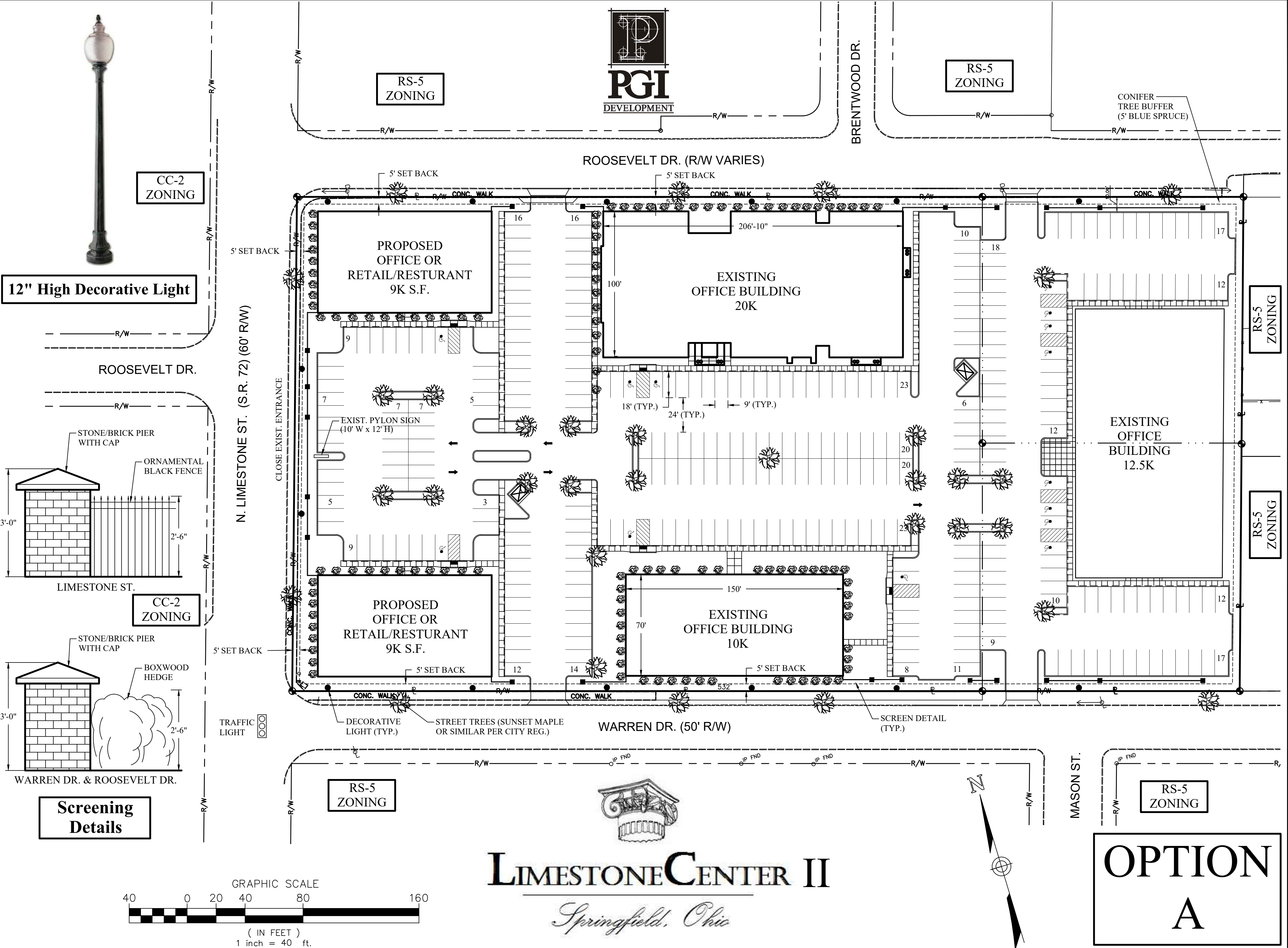
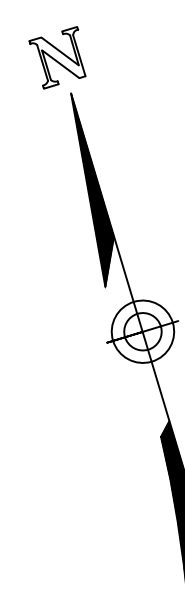
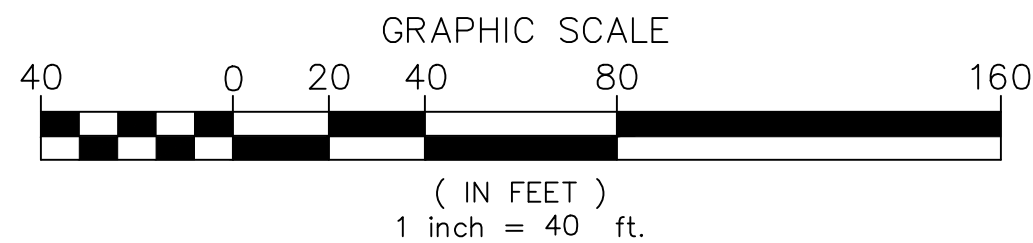
RS-5 ZONING

MASON ST.

OPTION A

LIMESTONE CENTER II

Springfield, Ohio





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

BRENTWOOD DR.

CC-2 ZONING

12" High Decorative Light

ROOSEVELT DR.

N. LIMESTONE ST. (S.R. 72) (60' R/W)

PROPOSED OFFICE OR RETAIL/RESTAURANT 9K S.F.

EXISTING OFFICE BUILDING 20K

EXISTING OFFICE BUILDING 12.5 K

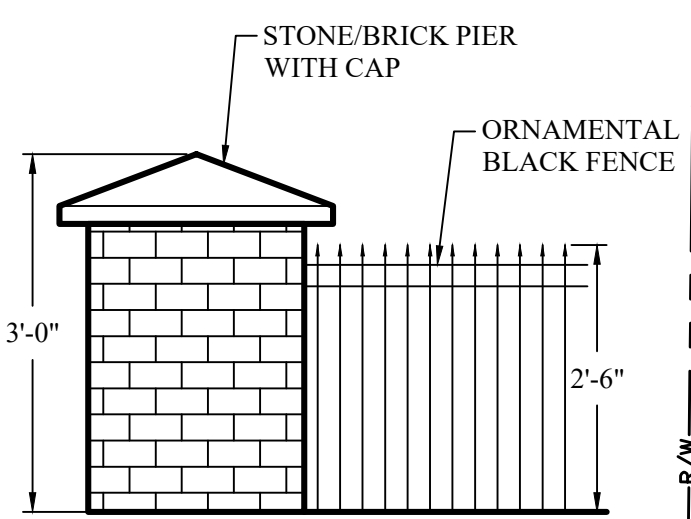
RS-5 ZONING

RS-5 ZONING

PROPOSED OFFICE OR RETAIL/RESTAURANT 8,400 S.F.

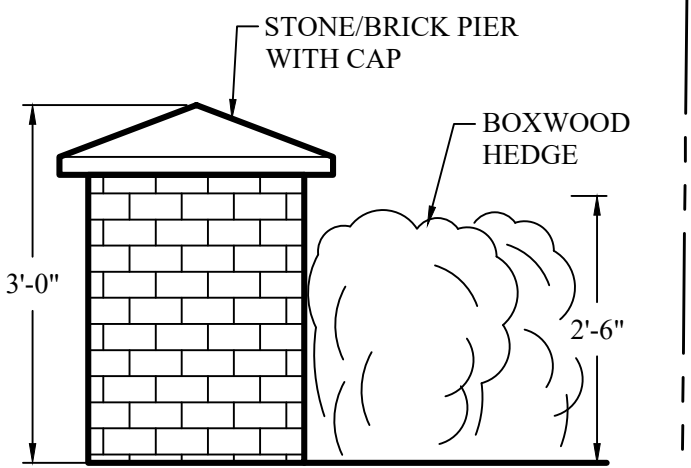
EXISTING OFFICE BUILDING 10K

LOADING



LIMESTONE ST.

CC-2 ZONING



WARREN DR. & ROOSEVELT DR.

Screening Details

TRAFFIC LIGHT

DECORATIVE LIGHT (TYP.)

STREET TREES (SUNSET MAPLE OR SIMILAR PER CITY REG.)

WARREN DR. (50' R/W)

SCREEN DETAIL (TYP.)

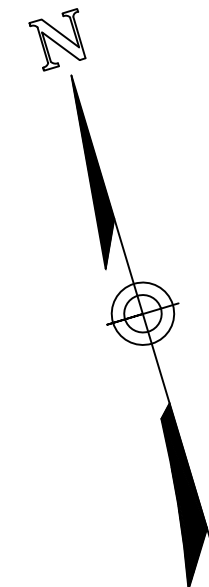
RS-5 ZONING

RS-5 ZONING

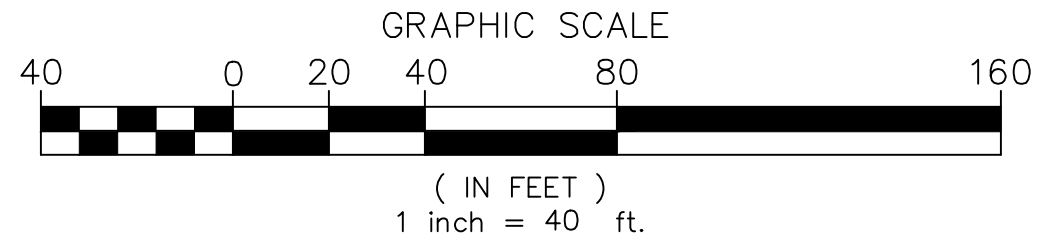
MASON ST.

LIMESTONE CENTER II

Springfield, Ohio



OPTION #B





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

BRENTWOOD DR.

CC-2 ZONING

12" High Decorative Light

N. LIMESTONE ST. (S.R. 72) (60' R/W)

PROPOSED OFFICE OR RETAIL/RESTAURANT 9K S.F.

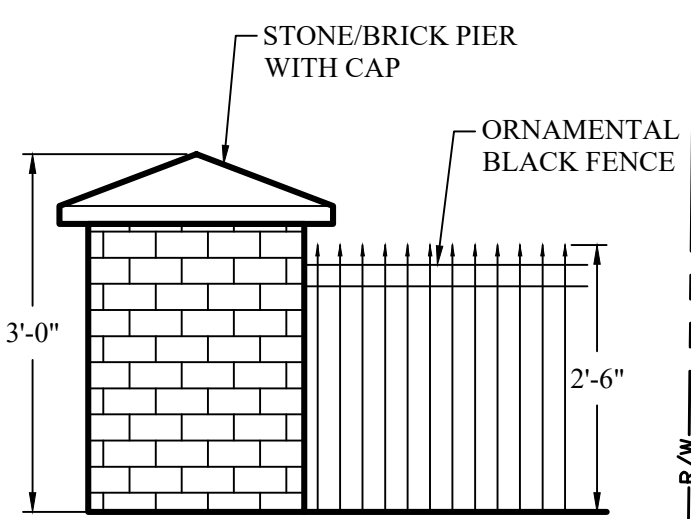
EXISTING OFFICE BUILDING 20K

EXISTING OFFICE BUILDING 12.5 K

RS-5 ZONING

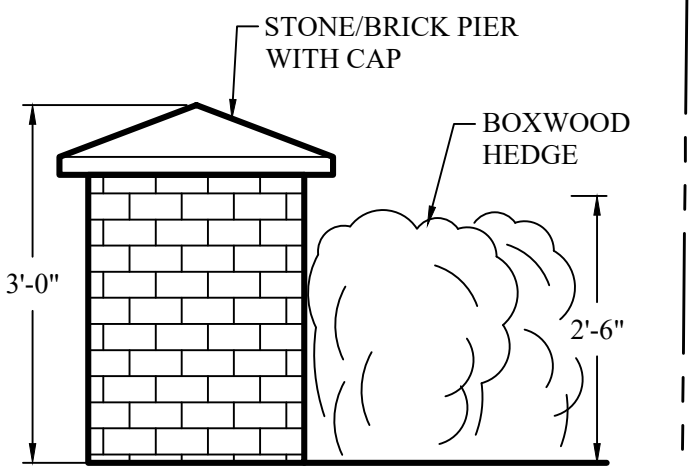
RS-5 ZONING

ROOSEVELT DR.



LIMESTONE ST.

CC-2 ZONING



WARREN DR. & ROOSEVELT DR.

Screening Details

CLOSE EXIST. ENTRANCE

EXIST. PYLON SIGN (10' W x 12' H)

LOADING

PROPOSED OFFICE OR RETAIL/RESTAURANT 8,378 S.F.

EXISTING OFFICE BUILDING 10K

TRAFFIC LIGHT

DECORATIVE LIGHT (TYP.)

STREET TREES (SUNSET MAPLE OR SIMILAR PER CITY REG.)

WARREN DR. (50' R/W)

SCREEN DETAIL (TYP.)

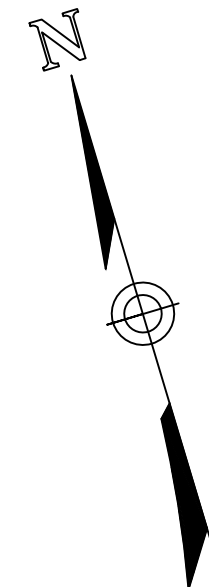
RS-5 ZONING

RS-5 ZONING

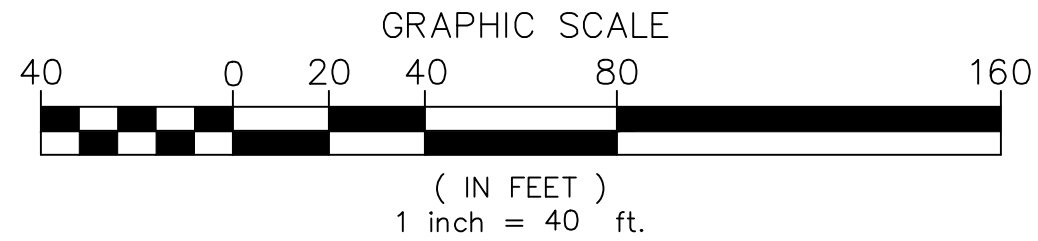
MASON ST.

LIMESTONE CENTER II

Springfield, Ohio



OPTION #C





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

BRENTWOOD DR.

CC-2 ZONING

12" High Decorative Light

ROOSEVELT DR.

N. LIMESTONE ST. (S.R. 72) (60' R/W)

5' SET BACK

CLOSE EXIST. ENTRANCE

PROPOSED OFFICE OR RETAIL/RESTAURANT 9K S.F.

EXISTING OFFICE BUILDING 20K

EXISTING OFFICE BUILDING 12.5 K

RS-5 ZONING

RS-5 ZONING

PROPOSED OFFICE OR RETAIL/RESTAURANT 9,495 S.F.

EXISTING OFFICE BUILDING 10K

CC-2 ZONING

LIMESTONE ST.

CC-2 ZONING

STONE/BRICK PIER WITH CAP

BOXWOOD HEDGE

WARREN DR. & ROOSEVELT DR.

Screening Details

TRAFFIC LIGHT

RS-5 ZONING

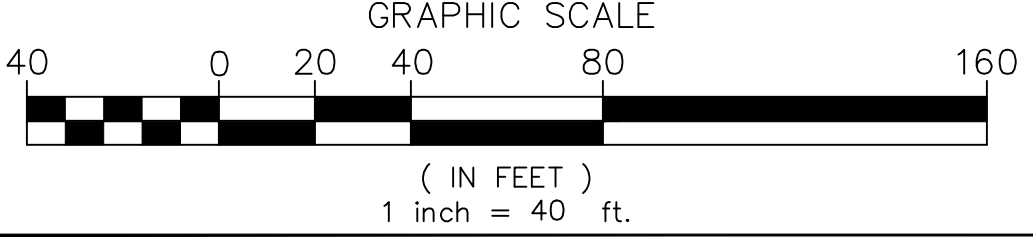
WARREN DR. (50' R/W)

SCREEN DETAIL (TYP.)

MASON ST.

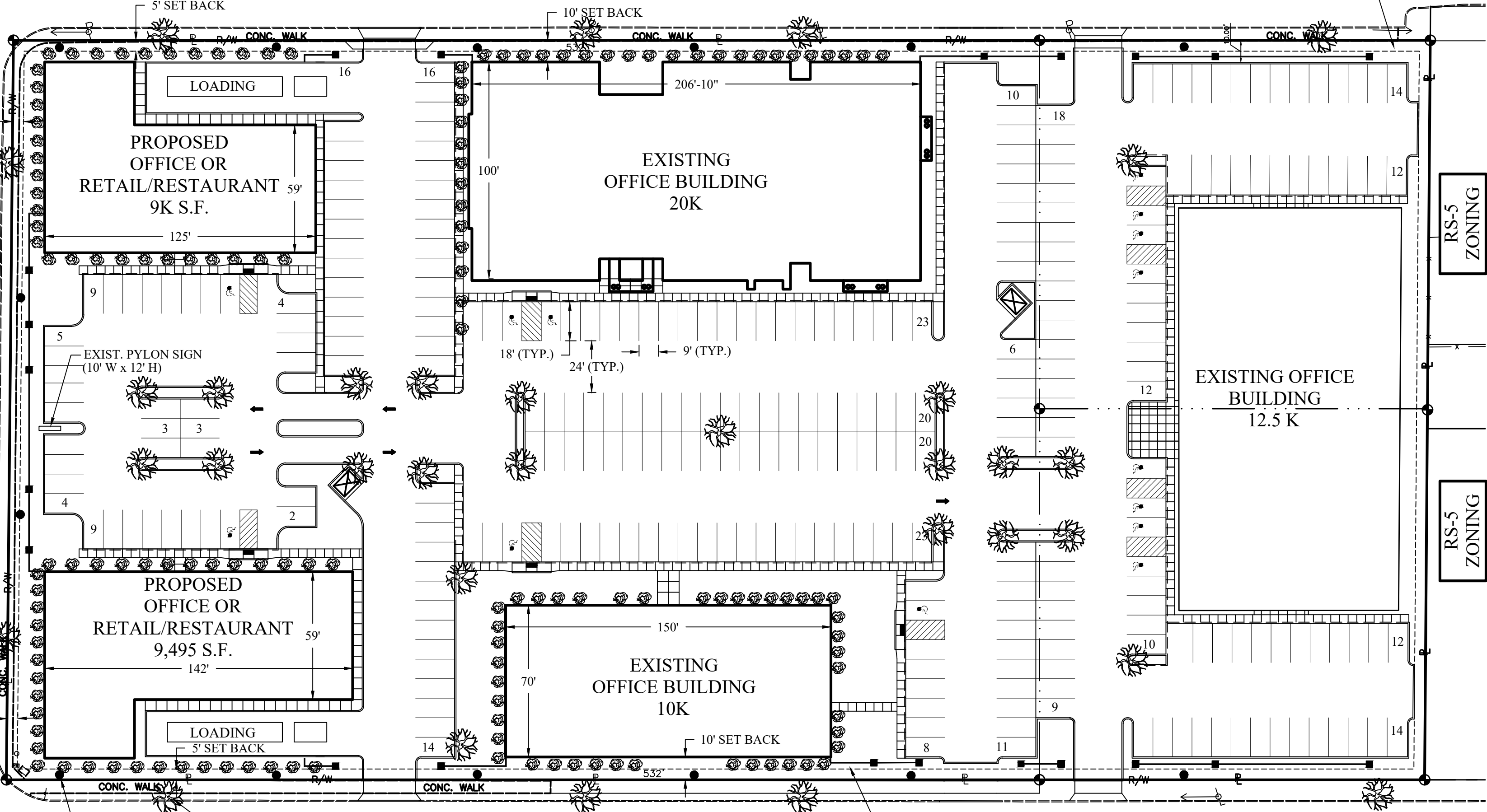
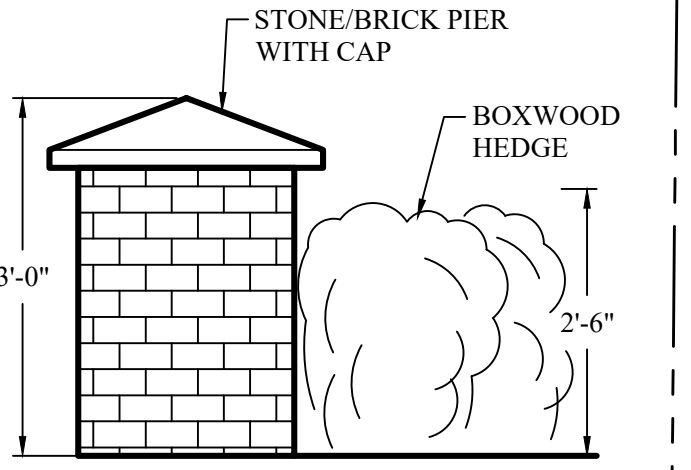
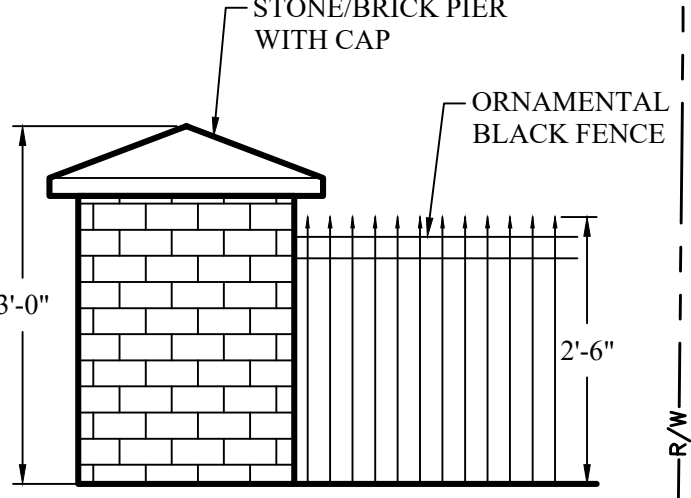
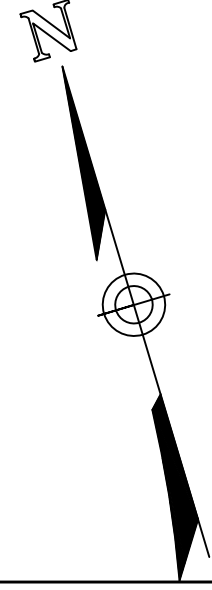
RS-5 ZONING

OPTION #D



LIMESTONE CENTER II

Springfield, Ohio





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

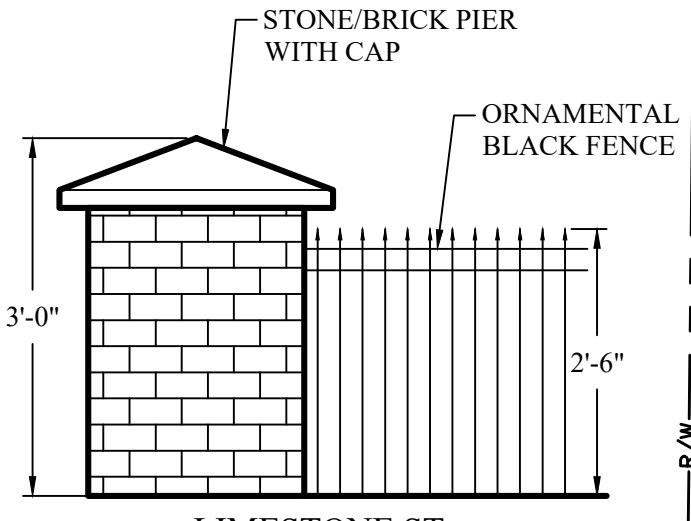
BRENTWOOD DR.

CC-2 ZONING

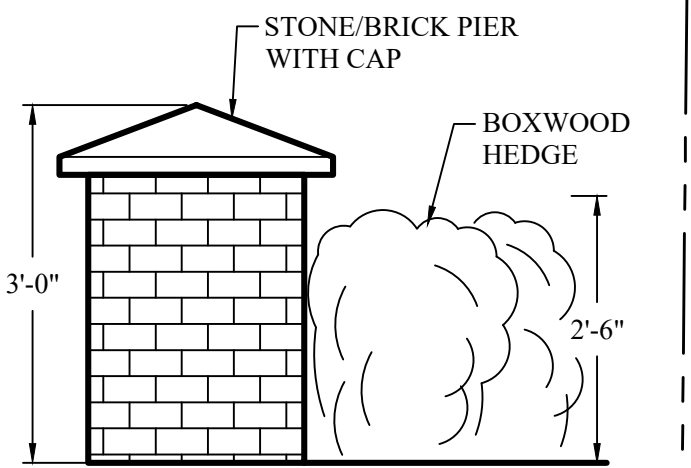
12" High Decorative Light

ROOSEVELT DR.

N. LIMESTONE ST. (S.R. 72) (60' R/W)



CC-2 ZONING



Screening Details

CLOSE EXIST. ENTRANCE

EXIST. PYLON SIGN (10' W x 12' H)

PROPOSED OFFICE OR RETAIL/RESTAURANT 14,121 S.F.

LOADING

EXISTING OFFICE BUILDING 20K

EXISTING OFFICE BUILDING 12.5 K

EXISTING OFFICE BUILDING 10K

WARREN DR. (50' R/W)

SCREEN DETAIL (TYP.)

RS-5 ZONING

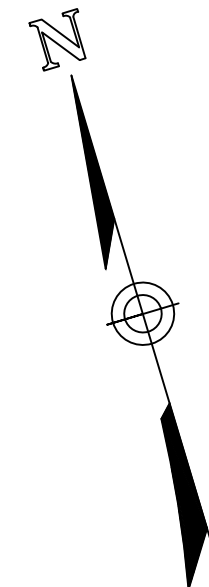
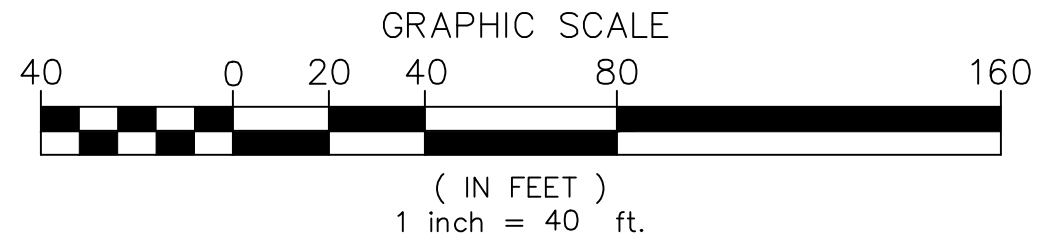
RS-5 ZONING

MASON ST.

LIMESTONE CENTER II

Springfield, Ohio

OPTION #E





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

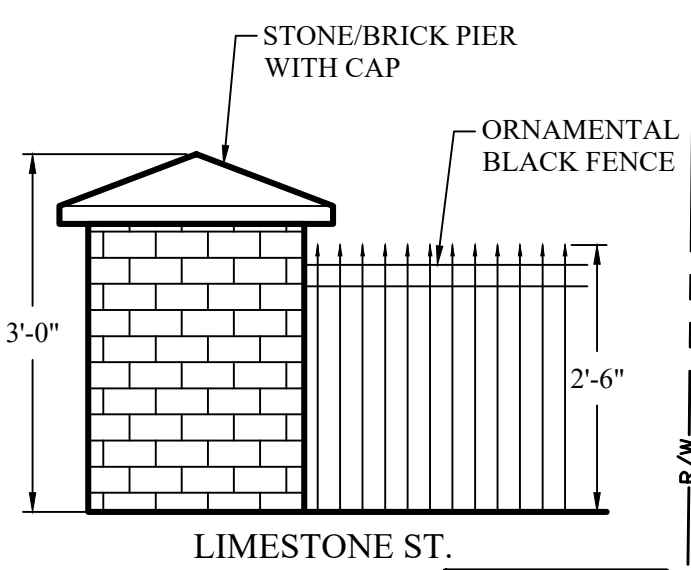
BRENTWOOD DR.

CC-2 ZONING

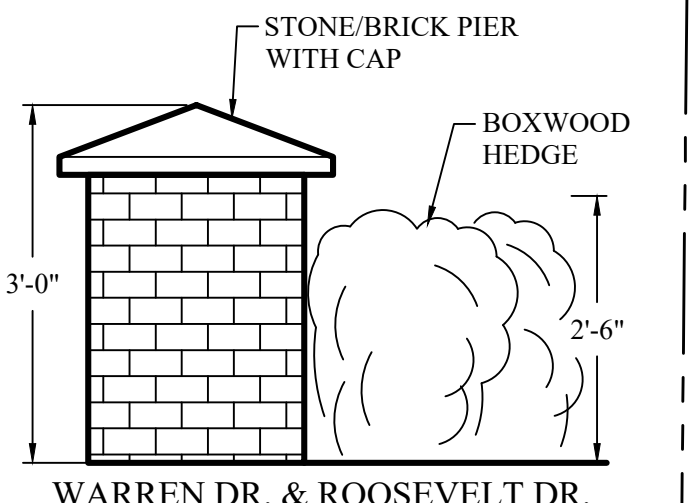
12" High Decorative Light

ROOSEVELT DR.

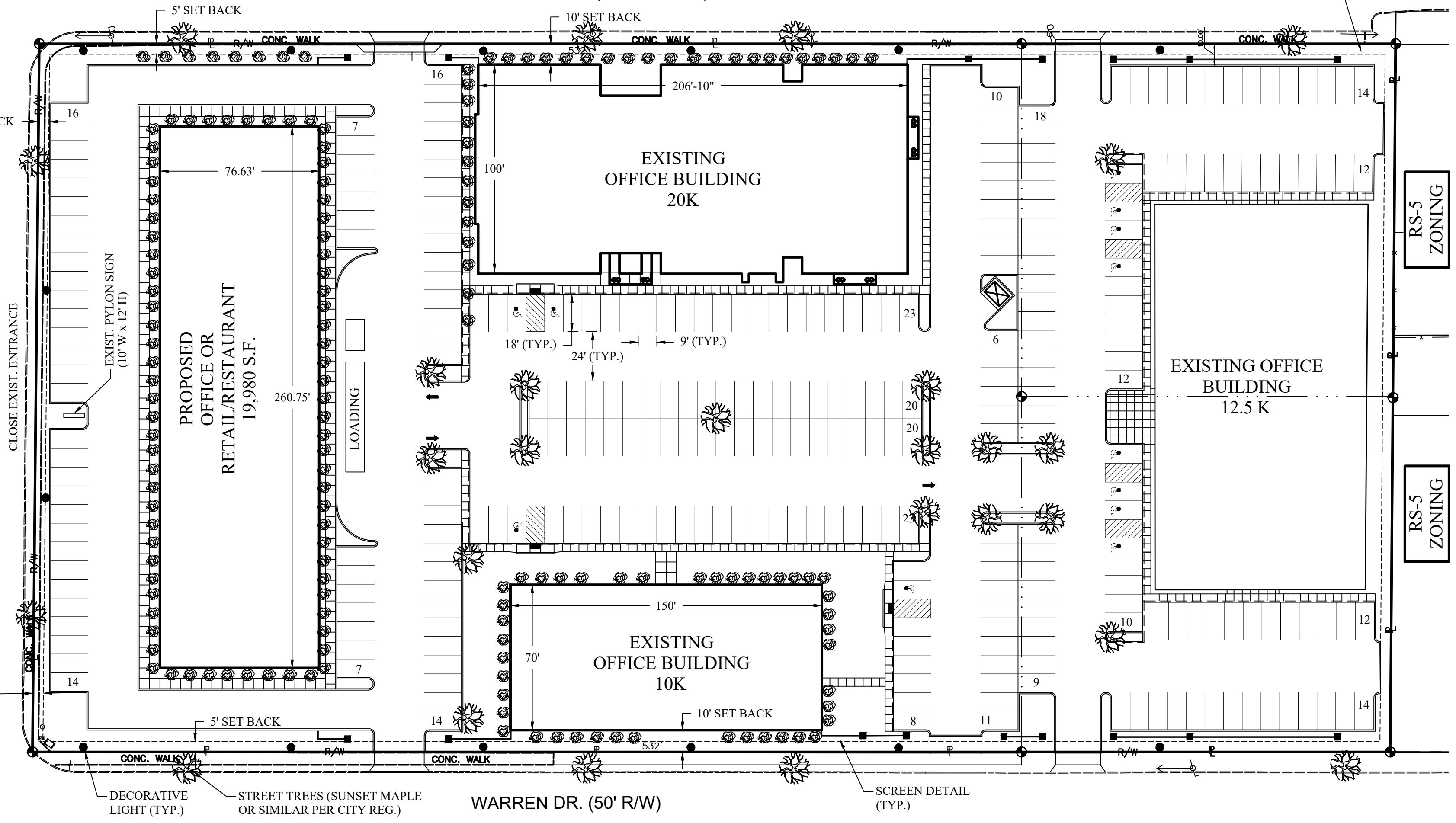
N. LIMESTONE ST. (S.R. 72) (60' R/W)



CC-2 ZONING



Screening Details



RS-5 ZONING

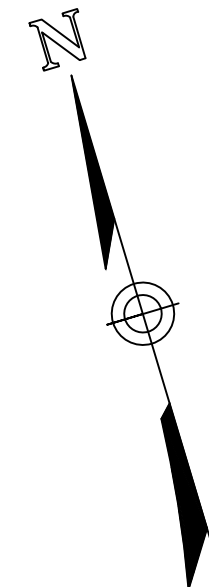
RS-5 ZONING

RS-5 ZONING

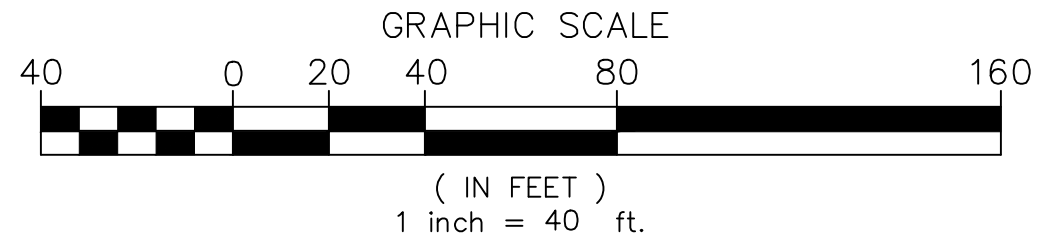
RS-5 ZONING

LIMESTONE CENTER II

Springfield, Ohio



OPTION #F





RS-5 ZONING

RS-5 ZONING

CONIFER TREE BUFFER (5' BLUE SPRUCE)

ROOSEVELT DR. (R/W VARIES)

BRENTWOOD DR.

CC-2 ZONING

12" High Decorative Light

ROOSEVELT DR.

N. LIMESTONE ST. (S.R. 72) (60' R/W)

PROPOSED OFFICE OR RETAIL/RESTAURANT 7,670 S.F.

EXISTING OFFICE BUILDING 20K

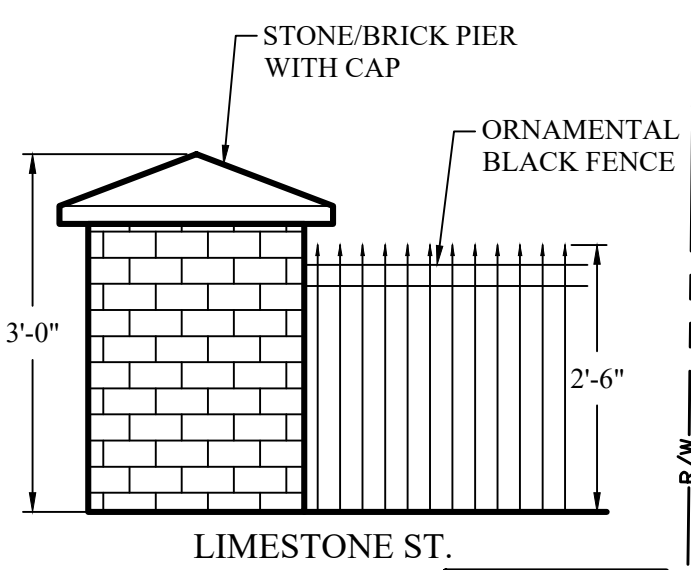
EXISTING OFFICE BUILDING 12.5 K

PROPOSED OFFICE OR RETAIL/RESTAURANT 8,378 S.F.

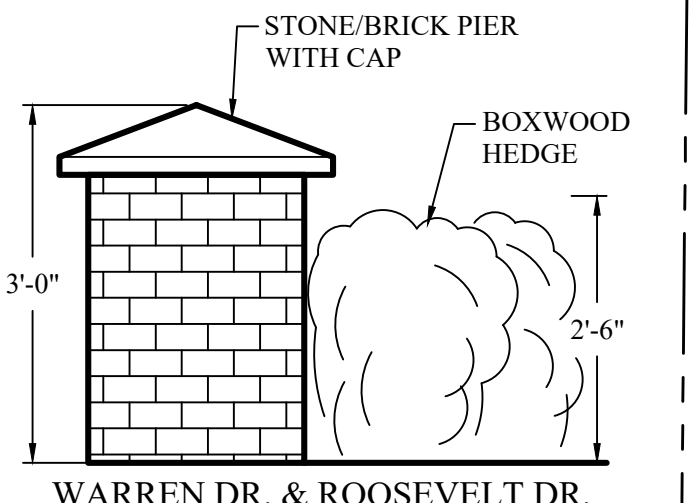
EXISTING OFFICE BUILDING 10K

RS-5 ZONING

RS-5 ZONING



CC-2 ZONING



Screening Details

TRAFFIC LIGHT

RS-5 ZONING

WARREN DR. (50' R/W)

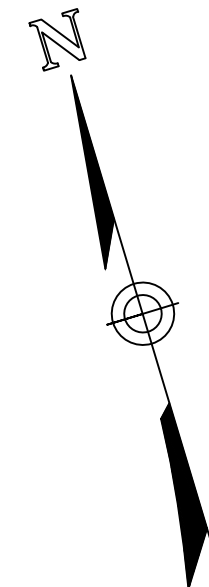
SCREEN DETAIL (TYP.)

MASON ST.

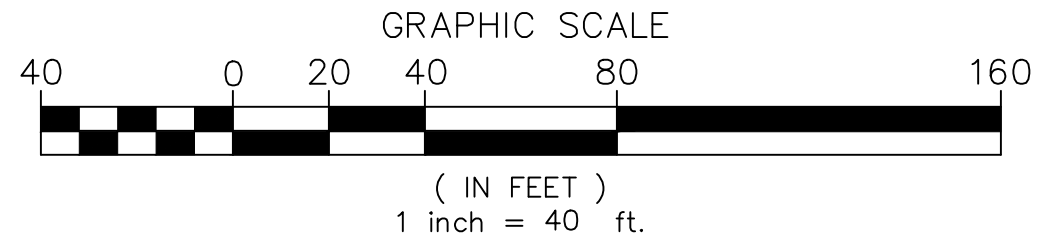
RS-5 ZONING

LIMESTONE CENTER II

Springfield, Ohio



OPTION #G



Request for Commission Action City of Springfield, Ohio

Item Number: 072-20

Agenda Date: 02/16/2021

Today's Date: 01/25/2021

Subject: Renewal of Republic Parking Agreement

Submitted By: Paul Hicks

Department: City Manager's Office

Contact: 7300

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

Prior Ordinance/Resolution: 20-94

Date of Prior Ordinance/Resolution: 03/24/2020

Summary:

Staff requests Commission approval to exercise the first renewal option with Republic Parking for consultation and management services for Park at the 99 in an amount not to exceed \$220,000. Republic Parking is a valuable partner to manage the parking garage and future expansion of parking services in the city.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost: \$220,000

AN ORDINANCE NO. _____

Authorizing the exercise of the City's option to renew the Parking Management Agreement with Republic Parking System, LLC, for downtown parking management services, for an amount not to exceed \$220,000.00.

...oooOOOooo...

WHEREAS, the City and Republic Parking System, LLC entered into a one-year Parking Management Agreement dated March 25, 2020, for downtown parking management services; and

WHEREAS, the March 25, 2020 Parking Management Agreement provides the City with an option to renew the Parking Management Agreement for six (6) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said Parking Management Agreement be renewed for the first renewal option for downtown parking management services, for a total amount not to exceed \$220,000.00; NOW, THEREFORE:

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

Section 1. That the City Commission hereby authorizes the exercise of the City's first option to renew the Parking Management Agreement with Republic Parking System, LLC for downtown parking management services, for an amount not to exceed \$220,000.00.

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., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 030-21

Agenda Date: 2/16/2021

Today's Date: 2/2/2021

Subject: An ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2021 Energized Community Grant(s) funds

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

Department: City Manager's Office

Contact: Logan 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 type="checkbox"/> Contract	

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Respectfully request City Commission to authorize the City Manager to accept the NOPEC Energized Community (NEC) 2021 Grant. The City of Springfield is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for the NOPEC Energized Community Grant in the amount of \$64,018. Grants will provide funds to help Springfield implement energy savings or energy infrastructure measures. Eligible projects include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lights and traffic lights are also eligible, if a demonstrated utility savings to the community will result.

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

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

AN ORDINANCE NO. _____

Authorizing the City Manager to accept and continue an Energized Community Grant ("Grant Agreement") through the Northeast Ohio Public Energy Council ("NOPEC") in an amount up to \$64,018.00 to be used for implementation of energy savings or energy infrastructure measures; authorizing the City Manager to renew and continue an existing Grant Agreement; and authorizing the City Manager, Law Director and the Director of Finance to do all things necessary in accordance with the Grant Agreement and to comply with all relevant local, state and federal legal requirements.

...oooOOOooo...

WHEREAS, in Ordinance No. 20-99, the City previously accepted an Energized Community Grant through NOPEC to be used for implementation of energy savings or energy infrastructure measures, and this Commission still considers it in the best interest of the public that funding continue to be accepted; NOW, THEREFORE:

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

Section 1. That the City Commission hereby authorizes the City Manager to continue to accept an Energized Community Grant through NOPEC in an amount up to \$64,018.00 to be used for implementation of energy savings or energy infrastructure measures.

Section 2. That the City Manager is hereby authorized to continue to utilize and accept the Energized Community Grant through NOPEC.

Section 3. That the City Manager, Law Director and the Director of Finance are hereby authorized to do all things necessary for the continued use of the Grant Agreement and to comply with all relevant local, state and federal legal requirements.

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., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 031-21

Agenda Date: 02/16/2021

Today's Date: 02/04/2021

Subject: (8) 2021 Ford Police Interceptors

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the purchase of (8) 2021 Ford Police Interceptors from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 for a total amount of \$306,463.68. This purchase is being made through Sourcewell Contract #120716-NAF.

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

Department/Division	Fund Description	Account Number	Actual Cost
Police	Permanent Improvement	100115-6030	\$306,463.68

Total Cost: \$306,463.68

AN ORDINANCE NO. _____

Authorizing the purchase of eight 2021 Ford Police Interceptors from National Auto Fleet Group, for an amount not to exceed \$306,463.68, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

...oooOOOooo...

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

WHEREAS, the City wishes to construct two covered storage facilities, pursuant to the Sourcewell Contract Purchasing Cooperative Program; NOW, THEREFORE:

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

Section 1. That the purchase of eight 2021 Ford Police Interceptors, from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, for an amount not to exceed \$306,463.68, through the Sourcewell Contract Purchasing Cooperative Program in accordance with the provisions of Section 9.48 of the Ohio Revised Code is hereby authorized.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 032-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Purchase of Five (5) Low Floor Cutaway Buses

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Mark Beckdahl, Finance Director

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to purchase five (5) low floor cutaway buses from Transportation Equipment Sales Corporation, 6401 Seaman Rd., Oregon, OH 43616 for use by the Springfield City Area Transit. The total base bid cost of \$1,355,195.00 is being funded by FTA and ODOT grants at 80%/20%. This recommendation is based on the lowest and best bid received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Finance/SCAT	428 OTPPP Bus Grant	633297-6030 (8328)	\$1,076,791
Finance/SCAT	438 ODOT Grants	633628-6030 (8331)	\$ 271,039
Finance/SCAT	902 Transit Capital Projects	300902-6030	\$ 7,365

Total Cost: \$1,355,195.00

AN ORDINANCE NO. _____

Authorizing the issuance of a purchase order for the purchase of five Low Floor Cutaway Buses from Transportation Equipment Sales Corporation for an amount not to exceed \$1,355,195.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received a bid for the purchase of five Low Floor Cutaway Buses for use by the City's Service Division; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended the purchase of five Low Floor Cutaway Buses from Transportation Equipment Sales Corporation for an amount not to exceed \$1,355,195.00; and

WHEREAS, the City has available \$7,365.00 being the remaining federal interest on a vehicle that was sold in 2020; and

WHEREAS, the Federal Transit Administration ("FTA") has authorized the use of vehicle sale proceeds towards this purchase in the amount of \$7,365.00, with the remainder of the purchase being funded by FTA and ODOT grant awards: NOW, THEREFORE:

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

Section 1. That the issuance of a purchase order is hereby authorized for the purchase of five Low Floor Cutaway Buses from Transportation Equipment Sales Corporation, 10100 Ballentine Pike, New Carlisle, Ohio 45344, for an amount not to exceed \$1,355,195.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 033-21

Agenda Date: 02/16/2021

Today's Date: 02/1/2021

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

Submitted By: Shannon Meadows

Department: Community Development

Contact: Stephen Thompson, 324-7674

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

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

130-132 S Race St.	3400600004214005
136-138 S Race St.	3400600004214006
909-911 Cypress St.	3400700028306013
Cypress St.	3400700028306014
311-313 Fair St.	3400700034302014
901 W Grand Ave.	3400600004423007
1244 Bellefair Ave	3400600004130016
1430 Clay St.	3400700033208017
1025 W Jefferson St.	3400600004114010
W Jefferson St.	3400600004114011
502-502 1/2 W Mulberry St.	3400600004218027
704-706 Broadway Ave.	3400600005408020
2003 Larch St.	3400700023107001
716 Obenchain Alley	3400700034307051
Piqua Pl.	3400700034307053
Piqua Pl.	3400700034307080

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

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

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

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

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

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

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

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

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

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

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

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

STREET ADDRESS PARCEL NUMBER

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

<u>STREET ADDRESS</u>	<u>PARCEL NUMBER</u>
130-132 S Race St.	3400600004214005
136-138 S Race St.	3400600004214006
909-911 Cypress St.	3400700028306013
Cypress St.	3400700028306014
311-313 Fair St.	3400700034302014
901 W Grand Ave.	3400600004423007
1244 Bellefair Ave	3400600004130016
1430 Clay St.	3400700033208017
1025 W Jefferson St.	3400600004114010
W Jefferson St.	3400600004114011
502-502 ½ W Mulberry St.	3400600004218027
704-706 Broadway Ave.	3400600005408020
2003 Larch St.	3400700023107001
716 Obenchain Alley	3400700034307051
Piqua Pl.	3400700034307053
Piqua Pl.	3400700034307080

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 034-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Gilbert's Lawn Service, 620 Homeview Ave., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

Request for Commission Action City of Springfield, Ohio

Item Number: 034-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Gilbert's Lawn Service, 620 Homeview Ave., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Gary Gilbert, Jr. dba Gilbert's Lawn Service for an amount not to exceed \$50,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Gary Gilbert, Jr. dba Gilbert's Lawn Service for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 035-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Bright Sights LLC, 1914 Appian Way, Springfield, OH 45503 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

Request for Commission Action City of Springfield, Ohio

Item Number: 035-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Bright Sights LLC, 1914 Appian Way, Springfield, OH 45503 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Bright Sights, Inc. for an amount not to exceed \$50,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Bright Sights, Inc. for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 036-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Miller's Property Service, LLC, 3135 Saint Paris Pike, Springfield, OH 45504 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Miller's Property Service, LLC for an amount not to exceed \$50,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Miller's Property Service, LLC for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 037-21

Agenda Date: 02/16/2021

Today's Date: 02/8/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Stinnett Industries LLC dba Cut -2- Perfection Lawn, 1761 York St., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for an amount not to exceed \$50,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Stinnett Industries LLC dba Cut-2-Perfection Lawn and Snow Removal Services for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

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

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 038-21

Agenda Date: 02/16/2021

Today's Date: 02/08/2021

Subject: Weed Cutting and Lot Clearing

Submitted By: Mark Beckdahl, Finance Director

Department: Community Development

Contact: Steve Thompson, Code Admin.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with E.T.'s Lawn Maintenance & Landscaping, 1414 Kenwood Ave., Springfield, OH 45505 for weed cutting and lot clearing. The total not-to-exceed amount shall be \$50,000.00. This recommendation is based on the lowest and best of five bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	100 Development/Code Enf.	740001-4070	\$50,000.00

Total Cost: \$50,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with ET's Lawn Maintenance and Landscaping, LLC, for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to ET's Lawn Maintenance and Landscaping, LLC for an amount not to exceed \$50,000.00, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with ET's Lawn Maintenance and Landscaping, LLC, for weed cutting and lot clearing services as needed by the City, for an amount not to exceed \$50,000.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 039-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Street Materials

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with A&B Asphalt Corp., 1780 Enon Rd, Springfield, OH 45502 for Street Materials:

Primary Supplier

- #448 Type 1 Asphalt (Hot Mix) (not-to-exceed \$300,900.00)

Alternate Supplier

- AC 20 (Liquid Asphalt) (not-to-exceed \$23,250.00)
- 301 Asphalt (not-to-exceed \$6,600.00)

The total not-to-exceed purchase price shall be \$330,750.00

This recommendation is based on the lowest and best of four bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Department	Various	Various	\$330,750.00

Total Cost: \$330,750.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for the purchase of street materials with A & B Asphalt Corporation for an amount not to exceed \$330,750.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to A & B Asphalt Corporation as primary supplier for the purchase of #448 Type 1 Asphalt Hot Mix for an amount not to exceed \$300,900.00 and as an alternate supplier of AC 20 Liquid Asphalt and 301 Asphalt for an amount not to exceed \$29,850.00, for a total contract amount not to exceed \$330,750.00, which was the lowest and best bid: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for the purchase of street materials with A & B Asphalt Corporation as primary supplier for the purchase of #448 Type 1 Asphalt Hot Mix for an amount not to exceed \$300,900.00 and as an alternate supplier of AC 20 Liquid Asphalt and 301 Asphalt for an amount not to exceed \$29,850.00, for a total contract amount not to exceed \$330,750.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 040-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Street Materials

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Shelly Material, Inc., 1700 Fostoria Ave., Ste 200, P.O. Box 3100 Findlay, OH 45840 for Street Materials:

Primary Supplier

- AC 20 (Liquid Asphalt) (not-to-exceed \$16,500.00)
- 301 Asphalt (not-to-exceed \$5,950.00)

Alternate Supplier

- #448 Type 1 Asphalt (Hot Mix) (not-to-exceed \$305,325.00)

The total not-to-exceed purchase price shall be \$327,775.00

This recommendation is based on the lowest and best of four bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Department	Various	Various	\$327,775.00

Total Cost: \$327,775.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for the purchase of street materials with Shelly Materials, Inc. for an amount not to exceed \$327,775.00.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Shelly Materials, Inc. as primary supplier for the purchase of AC 20 Liquid Asphalt and 301 Asphalt, for an amount not to exceed \$22,450.00, and as alternate supplier for #448 Type 1 Asphalt Hot Mix, for an amount not to exceed \$305,325.00, for a total contract amount not to exceed \$327,775.00, which was the lowest and best bid: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for the purchase of street materials with Shelly Materials, Inc. as primary supplier for the purchase of AC 20 Liquid Asphalt and 301 Asphalt, for an amount not to exceed \$22,450.00, and as alternate supplier for #448 Type 1 Asphalt Hot Mix, for an amount not to exceed \$305,325.00, for a total contract amount not to exceed \$327,775.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 041-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Street Materials

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Hei-way LLC, 290 North Pike Rd., Sarver, PA 16055 as the primary supplier for the purchase of HPM-High Performance Mix, the total not-to-exceed purchase price shall be \$67,060.00. This recommendation is based on the lowest and best of four bids received.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Department	Various	Various	\$67,060.00

Total Cost: \$67,060.00

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

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

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

Section 1. That the City Manager is hereby authorized to enter into a contract for the purchase of street materials with HEI-WAY LLC for the purchase of HPM (High Performance Mix), primary supplier, for an amount not to exceed \$67,060.00.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 042-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Sand and Gravel

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Enon Sand and Gravel, LLC 11641 Mosteller Rd., Cincinnati, OH 45241 for:

Base Bid/Delivery

- Concrete Sand (not-to-exceed \$933.75)
- #57 Washed Stone (not-to exceed \$1,945.00)
- Washed Mason Sand (not-to-exceed \$1,247.50)
- Cement Gravel Mix (not-to-exceed \$1,102.50)
- Dumped Rock Fill Type A (not-to-exceed \$3,775.00)
- #8 Crushed Limestone (not-to-exceed \$2,295.00)

Alternate Bid/Pick-Up

- Concrete Sand (not-to-exceed \$850.00)
- #8 Crushed Limestone (not-to-exceed \$14,250.00)

The total not-to-exceed purchase price shall be \$26,398.75.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service Department	Various	Various	\$26,398.75

Total Cost: \$26,398.75

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Enon Sand and Gravel, LLC, for an amount not to exceed \$26,398.75.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the only bid submitted, the City's Purchasing Division has recommended an award of contract to Enon Sand and Gravel, LLC, for Concrete Sand, #57 Washed Stone, Washed Mason Sand, Cement Gravel Mix, Dumped Rock Fill Type A and #8 Crushed Limestone (Base Bid-Delivered) for an amount not to exceed \$11,298.75, and Concrete Sand and #8 Crushed Limestone (Alternate-Pick-Up) for an amount not to exceed \$15,100.00; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for the purchase of sand and gravel with Enon Sand and Gravel, LLC, for Concrete Sand, #57 Washed Stone, Washed Mason Sand, Cement Gravel Mix, Dumped Rock Fill Type A and #8 Crushed Limestone (Base Bid-Delivered) for an amount not to exceed \$11,298.75, and Concrete Sand and #8 Crushed Limestone (Alternate-Pick-Up) for an amount not to exceed \$15,100.00, for a total contract amount not to exceed \$26,398.75.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 043-21

Agenda Date: 02/16/2021

Today's Date: 02/9/2021

Subject: Sand and Gravel

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Mechanicsburg Sand and Gravel, Inc., 5734 State Route 4, Mechanicsburg, OH 43044 for:

Base Bid/Delivery

- 304 Gravel (not-to-exceed \$29,625.00)
- 411 Limestone (not-to-exceed \$9,875.00)
- #2 Stone (not-to-exceed \$1,975.00)
- 310 Gravel (not-to-exceed \$44,000.00)
- Granular Material for Bedding #8 Stone (not-to-exceed \$25,500.00)

Alternate Bid/Pick-Up

- #304 Gravel (not-to-exceed \$29,500.00)
- 411 Limestone (not-to-exceed \$2,950.00)
- #2 Stone (not-to-exceed \$147.50)

The total not-to-exceed purchase price shall be \$143,572.50.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Department	Various	Various	\$143,572.50

Total Cost: \$143,572.50

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract for the purchase of sand and gravel with Mechanicsburg Sand and Gravel, Inc., for an amount not to exceed \$143,572.50.

...oooOOOooo...

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

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended an award of contract to Mechanicsburg Sand and Gravel, Inc. for 304 Gravel, 411 Limestone, #2 Stone, 310 Gravel and Granular Material for bedding, Size #8 stone or smaller (Base Bid-Delivered) for an amount not to exceed \$110,975.00 and 304 Gravel, 411 Limestone and #2 Stone (Alternate-Pick-Up) for an amount not to exceed \$32,597.50, which was the lowest and best bidder; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract for the purchase of sand and gravel with Mechanicsburg Sand and Gravel, Inc. for 304 Gravel, 411 Limestone, #2 Stone, 310 Gravel and Granular Material for bedding, Size #8 stone or smaller (Base Bid-Delivered) for an amount not to exceed \$110,975.00 and 304 Gravel, 411 Limestone and #2 Stone (Alternate-Pick-Up) for an amount not to exceed \$32,597.50, for a total contract amount not to exceed \$143,572.50.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 011-21

Agenda Date: 03/02/2021

Today's Date: 02/23/2021

Subject: 2021 Supplemental Appropriations

Submitted By: Mark Beckdahl

Department: Finance / Accounting

Contact: Katie Eviston

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

I hereby respectfully request legislation approving 2021 supplemental appropriations per the attached listing.

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

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

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

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

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

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

**SUPPLEMENTAL APPROPRIATIONS
2021 Appropriations
March 2, 2021**

100 GENERAL FUND

City Manager's Office	Personal Services	8,050.00
Finance / Accounting	Personal Services	245,960.00
Legal / Criminal Division	Personal Services	16,210.00
Community Development / Housing Services	Personal Services	<u>(195,960.00)</u>
		<u>74,260.00</u>

259 ECONOMIC DEVELOPMENT INCENTIVE FUND

City Manager / Economic Development Office	Personal Services	<u>2,690.00</u>
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610 AIRPORT FUND

Central Services / Airport	Other Services	<u>21,000.00</u>
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822 REMSBERG TRUST FUND

Other Services	<u>40,000.00</u>
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902 TRANSIT CAPITAL PROJECT FUND

Finance	Other Services	<u>200,000.00</u>
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Request for Commission Action City of Springfield, Ohio

Item Number: 063-21

Agenda Date: 03/02/2021

Today's Date: 02/18/2021

Subject: Authorizing acceptance of a donation for the Law Enforcement Support Office #1033 Property Acquisition through the Defense Logistics Agency.

Submitted By: Lee E. Graf, Chief of Police

Department: Police

Contact: 937-324-7720

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

Prior Ordinance/Resolution: 20-22

Date of Prior Ordinance/Resolution: 01/28/2020

Summary:

It is respectfully requested the the City Commission authorize the Chief of Police and the City Manager authority to accept a donation of two used throwbots, Model#ReconScoutXL, Serial #0911L2419 and Serial#0911L2166 from the Defense Logistics Agency, valued at \$1,500 each; and further authorize the Finance Director, Chief of Police and City Manager to perform all acts and execute all documents they consider necessary to accept the donation and to comply with all relevant local and state requirements.

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

I respectfully request approval for an Emergency Ordinance for the March 2, 2021 agenda so as not to delay the acceptance and use of the throwbots, as needed, by the Springfield Police Division for Law Enforcement purposes.

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

AN ORDINANCE NO. _____

Authorizing the acceptance of a donation from the Defense Logistics Agency of two used Recon Scout XL Throwbots valued at \$1,500.00 each; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Defense Logistics Agency wishes to make a donation to the City of two used Recon Scout XL Throwbots valued at \$1,500.00 each; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid delay of acceptance of the Throwbots, 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. The Chief of Police and the City Manager are authorized to accept a donation from the Defense Logistics Agency of two used Recon Scout XL Throwbots valued at \$1,500.00 each.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 064-21

Agenda Date: 03/02/2021

Today's Date: 02/22/2021

Subject: Acceptance of Donation

Submitted By: Brian D. Miller, Fire Chief

Department: Fire Division

Contact: Same, Ext. 7605

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission confirm and approve the acceptance of a donation of 37 twin size mattresses from Springfield Township Fire Department. The cost of the mattresses are \$200.00 each for a total of \$7,400.00.

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

It is necessary to process this as an Emergency as the mattresses are being delivered to Fire Stations the week of February 22, 2021.

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

AN ORDINANCE NO. _____

Confirming and approving the acceptance of a donation from the Springfield Township Fire Department of 37 twin-size mattresses valued at \$200.00 each for a total value of \$7,400.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Springfield Township Fire Department has made a donation to the City of 37 twin-size mattresses valued at \$200.00 each; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to accept the mattresses, thereby providing for the usual daily operation of the Fire Division, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the acceptance of a donation from the Springfield Township Fire Department of 37 twin-size mattresses valued at \$200.00 each for a total value of \$7,400.00 is hereby confirmed and approved.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 065-21

Agenda Date: 3/2/2021

Today's Date: 2/22/2021

Subject: Authorizing the City Manager to enter into a Lease/Purchase Agreement with Truist Bank (formerly BB&T) to purchase 2 vehicles for Sewer Maintenance and 1 vehicle for WWTP in the amount of \$780,000.

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Treasury

Contact: Nikki Weber x7382

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Legislation is respectfully requested to authorize the City Manager to enter into a Lease/Purchase Agreement with Truist Bank (formerly BB&T) in the principal amount of \$780,000 to finance the purchase of a Sewer Washer/Vac Truck and a Hydro Excavator for Sewer Maintenance and a Crane Truck for WWTP.

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

Emergency legislation is requested in order to secure a very favorable interest rate of 0.99% on the lease agreement.

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Lease/Purchase Agreement with Truist Bank, in the principal amount of \$780,000.00 to finance the purchase of one 800 Jetter Truck and one 2020 HX12 Hydro Excavator for sewer maintenance, and one 2022 HV607 SBA Crane Truck for use by the Wastewater Treatment Plant; authorizing the City Manager, Finance Director, City Treasurer and Law Director to do all things they deem necessary to enter into and complete the subject lease transaction; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City wishes to purchase one 800 Jetter Truck and one 2020 HX12 Hydro Excavator for sewer maintenance, and one 2022 HV607 SBA Crane Truck for use by the Wastewater Treatment Plant; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure financing at a favorable rate for said purchase, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into the Lease/Purchase Agreement with Truist Bank, a copy of which is attached hereto and is hereby approved, in the principal amount of \$780,000.00 to finance the purchase one 800 Jetter Truck and one 2020 HX12 Hydro Excavator for sewer maintenance, and one 2022 HV607 SBA Crane Truck for use by the Wastewater Treatment Plant.

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

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Agreement*”) is dated as of March 12, 2021 and is between **CITY OF SPRINGFIELD, OHIO**, a public body of the State of Ohio (the “*Lessee*”), and **TRUIST BANK** (“*Lender*”).

RECITALS:

The Lessee has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for Lender to make available to the Lessee the sum of \$780,000.00 to enable the Lessee to acquire the Equipment (as defined herein) by lease, and provides for securing the Lessee’s obligations under this Agreement by creating certain security interests in favor of Lender.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

“*Additional Payments*” means any of Lender’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lender is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Lessee (or paid by Lender on the Lessee’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Lessee shall fail to pay the same, as set forth in this Agreement).

“*Amount Advanced*” has the meaning assigned in Section 2.02 hereof.

“*Base Payments*” means the rental payments payable by the Lessee pursuant to Section 3.01 hereof.

“*Bond Counsel Opinion*” means a written opinion (in form and substance acceptable to Lender) of an attorney or firm of attorneys acceptable to Lender.

“*Budget Officer*” means the Lessee officer or official from time to time charged with preparing the Lessee’s draft budget as initially submitted to the Governing Board for its consideration.

“*Business Day*” means any day on which banks in the State are not by law authorized or required to remain closed.

“**Closing Date**” means the date on which this Agreement is first executed and delivered by the parties.

“**Code**” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Lessee’s obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“**Equipment**” has the meaning assigned in Section 2.03 hereof, and is generally expected to include the personal property described on Exhibit A attached hereto.

“**Event of Default**” means one or more events of default as defined in Section 7.01 hereof.

“**Event of Nonappropriation**” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Lessee that includes an appropriation for Required Payments, or the Governing Board’s amendment of an annual budget to remove an appropriation for Required Payments, in each case, as contemplated by Section 3.05 hereof.

“**Fiscal Year**” means the Lessee’s fiscal year beginning January 1 or such other fiscal year as the Lessee may later lawfully establish.

“**Governing Board**” means the governing body of the Lessee as from time to time constituted.

“**Lessee**” means the City of Springfield, Ohio.

“**Lessee Representative**” means the Lessee’s finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to Lender and signed on the Lessee’s behalf by the presiding officer of the Governing Board, to act on the Lessee’s behalf for any purpose (or any specified purpose) under this Agreement.

“**Net Proceeds**,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Lessee or Lender for amounts previously expended to remedy the event giving rise to such payment or proceeds.

“**Prime Rate**” means the interest rate so denominated and set by Lender (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its “Prime Rate,” as in effect from time to time.

“**Project Costs**” means all costs of the acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the Lessee under this Agreement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the period of the acquisition, installation and equipping of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

“**Project Fund**” has the meaning assigned in Section 2.02 herein.

“**Required Payments**” means Base Payments and Additional Payments.

“**Security Property**” means the Equipment and all amounts on deposit from time to time in the Project Fund.

“**State**” means the State of Ohio.

“**UCC**” means the Uniform Commercial Code or any successor law as in effect from time to time in the State.

All references in this Agreement to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II LEASE; ADVANCE; SECURITY

Section 2.01. Lease. Lender hereby leases to the Lessee, and the Lessee hereby leases from Lender, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Agreement is earlier terminated as provided herein. The Lessee shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

Section 2.02. Advance. Lender shall advance \$780,000.00 (the “**Amount Advanced**”) to the Lessee by making a deposit of \$780,000.00 as provided in Article IV herein, and the Lessee hereby accepts the Amount Advanced from Lender.

Section 2.03. UCC Security Agreement.

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the Security Property, which is described as follows:

- (i) all moneys on deposit from time to time in the Project Fund; and
- (ii) all property acquired by the Lessee with funds advanced by Lender pursuant to this Agreement, all personal property obtained in substitution or replacement thereof and all personal property obtained in substitution or replacement for any portion of the Equipment, and all proceeds of the foregoing (collectively, the “*Equipment*”).

The Lessee hereby grants to Lender a security interest in the Security Property to secure the Required Payments.

(b) The Lessee shall allow Lender to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lender) in such form as Lender may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

Section 2.04. Lessee’s Limited Obligation.

(a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the Lessee’s full faith, credit or taxing power within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the Lessee’s credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee’s moneys (other than the funds held under this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee’s bonds or obligations payable from any class or source of the Lessee’s moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.

Section 2.05. Lessee’s Continuing Obligations. Except for an Event of Nonappropriation as described in Section 3.05 hereof, the Lessee shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04 hereof), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) Lender’s waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Lessee, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;

- (d) Any act or omission by Lender (but this provision does not relieve Lender of any of its obligations under this Agreement);
- (e) The sale of all or any part of the Equipment; or
- (f) Another party's assumption of the Lessee's obligations under this Agreement.

ARTICLE III
LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

Section 3.01. Rental; Purchase Option.

(a) As rental for the Equipment, the Lessee shall make Base Payments to Lender in lawful money of the United States at the times and in the amounts set forth in Exhibit B attached hereto, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the Lessee may, at its option, purchase all of Lender's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to Lender of the sum of Ten Dollars (\$10.00). This option to purchase the Equipment is personal to the Lessee and is not assignable.

Section 3.02. Additional Payments. The Lessee shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

Section 3.03. Prepayment. At its option at any time, the Lessee may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and Lender's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal component of the Amount Advanced, in accordance with the provisions of Exhibit B attached hereto.

Section 3.04. Late Payments. If the Lessee fails to pay any Base Payment when due, the Lessee shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

Section 3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Lessee's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to Lender within 15 days after the adoption of the annual budget if an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Lessee in such budget for such purposes.

(c) The actions required of the Lessee and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee officer and/or official to take such action and do such things as are required by law in the performance of the official duty of such officers and/or officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Lessee.

(d) Subject to its right of nonappropriation, the Lessee currently believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) Notwithstanding any other provision of the Agreement to the contrary, if the Lessee fails to appropriate funds to pay the Required Payments for the next Fiscal Year to continue leasing of the Equipment, this Agreement shall terminate, shall create no further obligation of the Lessee as to subsequent Fiscal Years and shall be null and void. In such Event of Nonappropriation, the Lessee shall notify Lender at least twenty (20) days prior to the end of the then current Fiscal Year. The Lessee shall not, in this sole event, be obligated to make any Required Payments beyond the end of such Fiscal Year. The happening of such occurrence shall be conclusively presumed from the Lessee's notification of Lender or Lender's assignee of such occurrence. In such Event of Nonappropriation, this Agreement shall terminate on the last day of the Fiscal Year for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, the Lessee shall have no continuing obligation to make Required Payments under this Agreement. No right of action or damages shall accrue to the benefit of Lender or its assignee as to that portion of this Agreement which may so terminate. The provisions of this paragraph shall remain in full force and effect notwithstanding the failure of any party to comply with any provision of this Agreement and whether or not the Lessee is in default under this Agreement. The Lessee agrees to surrender possession of the Equipment to Lender or its assignee on the date of such termination. Lender shall have all the rights and remedies to take possession of the Equipment and to sell, lease, or otherwise dispose of the Equipment as its own property without liability to the Lessee.

Section 3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Required Payments shall be made in all events unless the Lessee's obligation to make Required Payments is terminated as otherwise provided in this Agreement.

Section 3.07. Interest Rate and Payment Adjustment. (a) "*Rate Adjustment Event*" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice)

or any other federal court or administrative body determining, or (ii) receipt by Lender of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Base Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Lessee's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event").

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date).

(c) The Lessee shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Agreement on the date of a Rate Adjustment Event. The Lessee shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV PROJECT FUND

Section 4.01. Project Fund. Pursuant to Section 2.02, on the Closing Date, Lender shall deposit \$780,000.00 into the Project Fund, which shall be a special account of the Lessee at Truist Bank to be designated "2021-00009 City of Springfield Project Fund". The Project Fund shall be held separate and apart from all other funds or accounts of the Lessee. The Project Fund is the Lessee's property, but the Lessee may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lender to secure the Lessee's obligations hereunder.

Section 4.02. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Lender. Lender shall authorize the disbursement of funds from the Project Fund only to the Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by a Lessee Representative. The Lessee shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Lessee, Lender shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Lessee if it does not approve the requisition with the reasons for its disapproval. Lender has no obligation to make a review and any review by Lender is only for Lender's benefit. Lender shall not unreasonably withhold payment of any requisition.

Section 4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the Equipment, and when the Lessee has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Lessee shall deliver to Lender a written certificate of completion executed by a Lessee Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lender may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) Upon the occurrence of an Event of Default, Lender may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lender's most recent receipt of a requisition for Project Costs, then Lender, upon 30 days' notice from Lender to the Lessee, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) Lender may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lender under this Agreement, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Agreement, and (v) to the payment of future Base Payments in inverse order of maturity; provided, however, that (1) at the option of Lender, Lender may deliver funds held in the Project Fund to the Lessee to be applied to additional Project Costs or future debt service payments, and (2) in no event will Lender apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Lessee that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Base Payments. Any prepayment pursuant to this Section shall not affect any other Lessee payment obligation hereunder. Lender shall notify the Lessee of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

Section 4.04. Investment. (a) The Lessee and Lender agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Lender.

(b) From and after the date that is three years from the Closing Date, the Lessee and Lender agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under this Agreement, unless the Lessee has supplied Lender with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Base Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

Section 4.05. Public Funds Money Rate Savings Account. (a) The Project Fund shall be created and held by Lender as a public funds money rate savings account, a Lender depository account. The Lessee shall not be assessed any fees for the Project Fund.

(b) Subject to Section 4.02, the Lessee may make no more than six (6) withdrawals of funds from the Project Fund during any monthly statement cycle.

(c) The Lessee and Lender agree that money held in the Project Fund shall accrue interest at an annual percentage rate of 0.01%, compounded daily and paid monthly on the balance of money held in the Project Fund. All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

(d) The Lessee acknowledges that (i) only balances in the Project Fund up to the amount of \$250,000 shall be insured by the Federal Deposit Insurance Corporation, and (ii) any money held in the Project Fund shall not be collateralized.

ARTICLE V LESSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 5.01. [Reserved]

Section 5.02. Covenant as to Tax Exemption. (a) The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Agreement under Section 103 of the Code. In particular, the Lessee covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Agreement, any funds of the Lessee or any property financed or refinanced with funds provided to the Lessee under this Agreement, or otherwise take or omit to take any action, that would cause the obligation created by this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Lessee will maintain books on which will be recorded (i) Lender or (ii) any assignee of the Base Payments due under this Agreement, as the registered owner of such Base Payments. To that end, the Lessee has executed the Use of Proceeds Certificate dated as of the date hereof (the "*Use of Proceeds Certificate*") and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Lessee hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Agreement, and its use of any property financed or refinanced with funds provided under this

Agreement, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Agreement from time to time. This covenant shall survive the termination of this Agreement.

(d) Notwithstanding any provision of this Section, if the Lessee shall provide to Lender a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Agreement pursuant to Section 103 of the Code, the Lessee and Lender may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Lessee hereby designates and authorizes Lender and its employees as its agents and attorneys-in-fact of the Lessee for the purpose of preparing and filing with the IRS a form 8038 (or other form required under Section 149(e) of the Code) with respect to this Agreement.

(f) The Lessee acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Base Payments depends upon continuing compliance with such rules. The Lessee therefore covenants to take all reasonable action to assure that Lessee personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Lessee represents that the aggregate face amount of all tax-exempt obligations issued by the Lessee during the current calendar year does not, and will not, exceed \$10,000,000. The Lessee also represents that it has designated each of the Base Payments under this Agreement as a “qualified tax-exempt obligation” for the purposes of the Code.

Section 5.03. Validity of Organization and Acts. The Lessee is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Lessee.

Section 5.04. Maintenance of Existence. The Lessee shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Lessee’s obligations under this Agreement.

Section 5.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Lessee’s part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions

contemplated by this Agreement and the acquisition, installation and equipping of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

Section 5.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Lessee's knowledge, constitutes a violation of any provision of law governing the Lessee or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Lessee is a party or by which the Lessee is bound.

Section 5.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Lessee (or any official thereof in an official capacity) is a party that is pending or, to the best of the Lessee's knowledge after reasonable investigation, threatened with respect to (a) the Lessee's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other Lessee officer or official, (e) any authority or proceedings relating to the Lessee's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

Section 5.08. No Current Default or Violation. (a) The Lessee is not in violation of any existing law, rule or regulation applicable to it, (b) the Lessee is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Lessee is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

Section 5.09. No Misrepresentation. No representation, covenant or warranty by the Lessee in this Agreement is false or misleading in any material respect.

Section 5.10. Environmental Warranties.

(a) The Lessee warrants and represents to Lender that, to the best of the Lessee's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (defined below).

(b) The Lessee covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Lessee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials

on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Lessee shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Lessee receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Lessee shall immediately notify Lender. The Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lender's satisfaction.

(d) "*Hazardous Materials*" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 *et seq.*), and the regulations adopted and publications promulgated pursuant thereto.

(e) [Reserved]

(f) The Lessee's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

Section 5.11. Further Instruments. Upon Lender's request, the Lessee shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lender to carry out the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

Section 5.12. Lender's Advances for Performance of Lessee's Obligations. If the Lessee fails to perform any of its obligations under this Agreement, Lender is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lender (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses, together with interest at the Prime Rate), shall be secured as Additional Payments under this Agreement. The Lessee promises to pay all such amounts to Lender immediately upon demand.

Section 5.13. Equipment Will Be Used and Useful. The acquisition, installation and equipping of the Equipment is necessary and expedient for the Lessee, and will perform essential functions of the Lessee appropriate for units of local government. The Lessee has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use. Lessee shall not be required to accept the Equipment except as provided pursuant to State law and pursuant to contract between Lessee and the vendor of the Equipment. Lessee shall not be required to enter into any maintenance or service agreement with respect to the Equipment except as required to maintain any vendor warranties with respect to the Equipment. Lessor shall have title to the Equipment during the term of the Lease. However, for federal income tax purposes and State ad valorem tax purposes and for purposes of the Uniform Commercial Code, Lessor and Lessee shall treat the Lease as a conditional sales agreement. Lessee shall be deemed to have exercised its option to purchase the Equipment, and title to the Equipment shall pass to the Lessee without any further act or notice on its part, upon the payment in full of all Rent for the Initial Term and all Renewal Terms contemplated under the Lease, by the Lessee, as they shall have come due in accordance with the Schedule, so long as there shall be no Event of Default in existence at such time

Section 5.14. Financial Information.

(a) The Lessee shall send to Lender a copy of the Lessee's audited financial statements for each Fiscal Year within 30 days of the Lessee's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Lessee shall furnish Lender, at such reasonable times as Lender shall request, all other financial information (including, without limitation, the Lessee's annual budget as submitted or approved) as Lender may reasonably request. The Lessee shall permit Lender or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom.

Section 5.15. Taxes and Other Governmental Charges. The Lessee shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Lessee shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including Lender's interest, or the rentals and revenues derived therefrom or hereunder).

Section 5.16. Lessee's Insurance.

(a) The Lessee shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include Lender as loss payee. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15 hereof.

(b) The Lessee shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.

(c) The Lessee shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Lessee against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) Lender shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Lender.

(g) Upon request by Lender, the Lessee shall deliver to Lender a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE VI THE EQUIPMENT

Section 6.01. Acquisition, Installation and Equipping. The Lessee shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, provide for the proper installation and equipping thereof and thereafter promptly place each such portion in service.

Section 6.02. Changes in Location. The Lessee shall promptly inform Lender if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

Section 6.03. Acquisition and Installation within Funds Available. The Lessee represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Lessee promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Lessee under this Agreement.

Section 6.04. Disclaimer of Warranties. The Lessee agrees that Lender has not designed the Equipment, that Lender has not supplied any plans or specifications with respect thereto and that Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not, at any time, had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Lessee intends therefor, or (iii) is safe in any manner or respect.

Lender MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Lessee is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Lessee hereby waives the benefits of any and all implied warranties and representations of Lender.

The provisions of this Section shall survive the Agreement's termination.

Section 6.05. Right of Entry and Inspection. Lender and its representatives and agents shall have the right to enter upon the Lessee's property and inspect the Equipment from time to time, and the Lessee shall cause any vendor, contractor or sub-contractor to cooperate with Lender and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lender shall be deemed to impose upon Lender any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lender, and no warranties (either express or implied) are made by Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lender's benefit.

Section 6.06. Compliance with Requirements.

(a) The Lessee shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Lessee shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Lessee shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Lessee shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 6.07. Use and Operation. The Lessee shall use and operate the Equipment and related property for its reasonably intended use or purpose and for no other purpose unless required by law. The Lessee shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

Section 6.08. Maintenance and Repairs; Additions.

(a) The Lessee shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Lessee shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lender's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) of this Section, however, the Lessee may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Lessee's sole property in which Lender shall have no interest; provided, however, that any such property which

becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if Lender shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 6.09. Security. The Lessee shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Lessee's personal property that is not subject to this Agreement.

Section 6.10. Utilities. The Lessee shall pay all charges for utility services furnished to or used on or in connection with the Equipment, as may be applicable dependent upon the type of equipment.

Section 6.11. Risk of Loss. The Lessee shall bear all risk of loss to the Equipment.

Section 6.12. Condemnation. The Lessee shall immediately notify Lender if any governmental authority shall institute, or shall notify the Lessee of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Lessee shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Lender, and to the extent permitted by law hereby irrevocably authorizes and empowers Lender, in the Lessee's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Lessee receives any Net Proceeds arising from any such action, the Lessee shall apply such Net Proceeds as provided in Section 6.15.

Section 6.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Lessee, subject to the lien of this Agreement. Upon the Lessee's payment in full of all Required Payments, Lender, at the Lessee's expense and request, shall cancel this Agreement.

Section 6.14. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Lessee shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Lessee shall reimburse Lender for any expense incurred by Lender to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

Section 6.15. Damage and Destruction; Use of Net Proceeds.

(a) The Lessee shall promptly notify Lender if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Lessee shall apply the Net Proceeds, (i) to the prompt completion, repair or restoration of the Equipment, (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Lessee shall promptly report to Lender regarding the use of Net Proceeds.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Lessee's property and shall be part of the Equipment.

ARTICLE VII DEFAULTS AND REMEDIES; TERMINATION

Section 7.01. Events of Default. An "*Event of Default*" is any of the following:

(a) Except as provided in Section 7.04 hereof, the Lessee's failing to make any Base Payment when due.

(b) The Lessee's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Lessee as a debtor, or the appointment of a receiver, custodian or similar officer for the Lessee or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the Lessee in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance prior to the security interest created under Section 2.03 hereof, or affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the Lessee to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

Section 7.02. Remedies on Default. Upon the continuation of any Event of Default, Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Base Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Lessee's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Base Payments in any manner Lender may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including execution as provided in Section 7.03 hereof, and, to the extent permitted by law, recovery of attorneys' fees and other expenses.

Section 7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, Lender shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

Section 7.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the Lessee shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Lessee whatsoever. The Lessee agrees to peaceably surrender possession the Equipment to Lender or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States as designated by Lender.

In addition, upon the occurrence of any Event of Nonappropriation, Lender may, without any further demand or notice, take action with respect to the Lessee and the Equipment as contemplated in Section 7.05 hereof.

Section 7.05. Possession of Equipment. Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the Lessee shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of Lender), and thereupon the Lessee (a) shall pay monthly in advance to Lender a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lender shall determine in its reasonable judgment), and (b) upon Lender's demand, shall deliver possession of the Equipment to Lender or, at Lender's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, Lender, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all

costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Lessee's account and in reduction of the Lessee's corresponding Required Payments in such fashion as Lender shall reasonably deem appropriate. Lender shall be liable to account only for rents and profits it actually receives.

Section 7.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

Section 7.07. Payment of Costs and Attorney's Fees. If Lender employs an attorney to assist in the enforcement or collection of Required Payments, or if Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Lessee with any of the provisions of this Agreement, the Lessee, to the extent permitted by law, agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Lender and the Lessee hereby agree to the provisions of this Article VIII.

Section 8.01. Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by this Agreement (a "***Disbursement***"), said wire transfer shall be delivered as directed in a written "***Disbursement Authorization***" provided to Lender by a representative of the Lessee, subject to the terms and conditions set forth in this Article. For the purposes of this Article, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel or the Lessee's financial advisor.

Section 8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Lessee, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to Lender. The Lessee shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third-party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any

unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify Lender immediately.

Section 8.03. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Lender (collectively, "*Remittance Instructions*"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 8.04. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, Lender shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten (10) Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Lessee agree that ten (10) Business Days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.

Section 8.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 8.02, it shall be binding on the Lessee if Lender acted in good faith in making such Disbursement.

Section 8.06. Recordation. Lender may record any telephone conversation between Lender and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.

Section 8.07. RESERVED

Section 8.08. Applicable Law. All wire transfer orders are governed by Article 4A of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand, on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service or five days after being mailed by first-class mail, postage prepaid, if addressed as follows:

(i) If to the Lessee, to City of Springfield, Ohio, Attention: Finance Director, 76 East High Street, Springfield OH 45502; or

(ii) If to Lender, to Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Section 9.02. No Assignments by Lessee. The Lessee shall not sell or assign any interest in this Agreement.

Section 9.03. Assignments by Lender. Lender may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, Lender's rights to receive Required Payments. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at Lender's or its assignee's option. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of Lender's interest in the Equipment or this Agreement shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that Lender's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the

assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 9.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Lessee and Lender.

Section 9.05. Governing Law. The Lessee and Lender intend that State law shall govern this Agreement.

Section 9.06. Liability of Officers and Agents. No officer, agent or employee of the Lessee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Lessee from the performance of any official duty provided by law.

Section 9.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

Section 9.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Section 9.09. Entire Agreement. This Agreement constitutes the Lessee's entire agreement with respect to the general subject matter covered by this Agreement.

Section 9.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular, Section 9.03 hereof, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:

CITY OF SPRINGFIELD, OHIO

By:

By: _____

Printed Name: Jill R. Pierce

Printed Name: Bryan L. Heck

Title: Clerk of City Commission

Title: City Manager

TRUIST BANK

By: _____

Printed Name:

Title:

[Lease Agreement dated March 12, 2021 between City of Springfield Ohio, and Truist Bank]

CERTIFICATE

The undersigned, Finance Director of the Lessee under the aforesaid Agreement, hereby certifies that the moneys required to meet the obligations of the Lessee during the fiscal year ending December 31, 2021 under the aforesaid Agreement have been lawfully appropriated by the City Commission acting as the legislative authority of the Lessee, for such purposes pursuant to an ordinance adopted by the Governing Board on March 2, 2021, and are in the custody of the Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41, and 5705.44 of the Ohio Revised Code.

Dated: March 12, 2021

Finance Director

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

Sewer Vehicles

All as may be particularly described in documentation submitted with requisitions pursuant to the Project Fund Agreement.

EXHIBIT B

City of Springfield, OH Customer No. 9935000227 NAICS = 921140

Sewer Vehicles Note No. 00009

Dated
Date 3/12/2021

Delivery
Date 3/12/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
3/12/2021						780,000.00	780,000.00
3/12/2021	159,088.65		0	159,088.65		620,911.35	620,911.35
12/31/2021					159,088.65	620,911.35	620,911.35
3/12/2022	152,941.63	0.990%	6,147.02	159,088.65		467,969.72	467,969.72
12/31/2022					159,088.65	467,969.72	467,969.72
3/12/2023	154,455.75	0.990%	4,632.90	159,088.65		313,513.97	313,513.97
12/31/2023					159,088.65	313,513.97	313,513.97
3/12/2024	155,984.86	0.990%	3,103.79	159,088.65		157,529.11	157,529.11
12/31/2024					159,088.65	157,529.11	157,529.11
3/12/2025	157,529.11	0.990%	1,559.54	159,088.65			
12/31/2025					159,088.65		
	780,000.00		15,443.25	795,443.25	795,443.25		

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON LESSEE’S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team

Truist Bank

Direct Dial: (252) 296-0452 or (252) 296-0659

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9935000227-00009 with City of Springfield, Ohio, dated March 12, 2021

To Whom It May Concern,

Pursuant to the terms and conditions of the Lease Agreement dated as of March 12, 2021 (the “Agreement”) between City of Springfield, Ohio (“Lessee”) and Truist Bank (“Lender”), the Lessee requests the disbursement of funds from the Project Fund established under the Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Springfield, Ohio

Amount: \$_____

Attach copies of Certificates of Origin or Titles and applicable vendor invoices when submitting.

Project Description: Sewer Vehicles

Location of Equipment/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee: _____

Attention: _____

The Lessee makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Base Payments and estimated Additional Payments due in the current Fiscal Year.
2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Agreement referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Lender may request to evidence its security interest.
8. The Lessee has in place insurance on this portion of the Project that complies with the insurance provisions of the Agreement.
9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Lessee for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Lessee promptly upon the receipt of funds from Lender to make payments for Project Costs to third parties described in this requisition. [Note: adjust for taxable transactions]

Capitalized terms used in this requisition have the meanings ascribed in the Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE .

City of Springfield, Ohio

By: _____

Printed Name: _____

Title: _____

**EXHIBIT D – FORM OF CERTIFICATE
DESIGNATING LESSEE REPRESENTATIVES**

In accordance with the terms of the Lease Agreement dated March 12, 2021 (the “Agreement”) between City of Springfield, Ohio (the “Lessee”) and Truist Bank (“Lender”), the Lessee designates the following persons as Lessee Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Agreement):

Printed Name:	Signature:
<u>Mark Beckdahl</u>	_____
<u>Nicole Weber</u>	_____
<u>Tiffany Ross</u>	_____
_____	_____

The Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Lessee who has plenary authority, including control, over funds owned by the Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:	Signature:	Last 4 Numbers of SSN ¹ :	Date of Birth:
<u>Mark Beckdahl</u>	_____	_____	_____

Upon written notification to Lender, the Lessee may update (a) Lessee Representatives to sign requisitions, or (b) the Official Custodian.

City of Springfield, Ohio

Name: Bryan L. Heck
Title: City Manager

****The Official Custodian must provide a copy of his/her driver’s license.***

¹ The last 4 digits of the official custodian’s social security number will be used only to differentiate the official custodian from other Lender account holders with the same name.

Request for Commission Action City of Springfield, Ohio

Item Number: 066-21

Agenda Date: 03/02/2021

Today's Date: 02/18/2021

Subject: 2020 HX12 Hydro Excavator

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the purchase of one (1) 2020 HX12 Hydro Excavator from Brown Equipment Company, 2501 S. Kentucky Ave., Evansville, IN 47714 for a purchase price of \$431,995.00. Seller will provide the City a credit ("trade-in credit") for one (1) 2012 Ford F450 in the amount of \$30,000.00. This trade-in credit will be used to reduce the purchase price of the 2020 HX12 Hydro Excavator. The net total of this purchase is \$401,995.00, which reflects the purchase price after application of the trade-in credit. .

This purchase is being made through Sourcewell Contract #122017-SCA.

This is being fully funded by a lease/purchase agreement.

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

Emergency legislation is requested in order to secure the favorable interest rate of 0.99% that we were quoted on the lease agreement.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Sewer Maintenance		Lease/Purchase Financing	\$431,995.00

\$431,995.00

Total Cost:

AN ORDINANCE NO. _____

Authorizing the purchase of one 2020 HX12 Hydro Excavator from Brown Equipment Company, for an amount not to exceed \$401,995.00, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the City wishes to purchase a 2020 HX12 Hydro Excavator pursuant to the Sourcewell Contract Purchasing Cooperative Program; and

WHEREAS, the City wishes to trade-in one 2012 Ford F450 and Brown Equipment Company has agreed to apply a trade-in credit of \$30,000.00 to reduce the purchase price of the 2020 HX12 Hydro Excavator; and

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

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

Section 1. That the purchase of one 2020 HX12 Hydro Excavator, from Brown Equipment Company, 2501 S. Kentucky Ave., Evansville, IN 47716, for an amount not to exceed \$431,995.00 plus trade-in credit of \$30,000.00 for a net purchase amount not to exceed \$401,995.00, through the Sourcewell Contract Purchasing Cooperative Program in accordance with the provisions of Section 9.48 of the Ohio Revised Code is hereby authorized. The net purchase price of \$401,995.00 reflects the purchase price after application of the trade-in credit.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 067-21

Agenda Date: 03/02/2021

Today's Date: 02/18/2021

Subject: 800 Jetter Truck

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the purchase of one (1) 800 Jetter Truck from Brown Equipment Company, 2501 S. Kentucky Ave., Evansville, IN 47714 for a total price of \$251,271.58. Seller will provide the City a credit ("trade-in credit") for one (1) 2012 Ford F450 in the amount of \$20,000.00. This trade-in credit will be used to reduce the purchase price of the 800 Jetter Truck. The net total of this purchase is \$231,271.58, which reflects the purchase price after application of the trade-in credit.

This purchase is being made through Sourcewell Contract #122017-SCA.

This is being fully funded by a lease/purchase agreement.

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

Emergency legislation is requested in order to secure the favorable interest rate of 0.99% that we were quoted on the lease agreement.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Sewer Maintenance		Lease/Purchase Financing	\$251,271.58

Total Cost: \$251,271.58

AN ORDINANCE NO. _____

Authorizing the purchase of one 800 Jetter Truck from Brown Equipment Company, for an amount not to exceed \$231,271.58, through Sourcewell, pursuant to the Sourcewell Contract Purchasing Cooperative Program, in accordance with the provisions of Section 9.48 of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the City wishes to purchase a 800 Jetter Truck pursuant to the Sourcewell Contract Purchasing Cooperative Program; and

WHEREAS, the City wishes to trade-in one 2012 Ford F450 and Brown Equipment Company has agreed to apply a trade-in credit of \$20,000.00 to reduce the purchase price of the 800 Jetter Truck; and

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

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

Section 1. That the purchase of one 800 Jetter Truck, from Brown Equipment Company, 2501 S. Kentucky Ave., Evansville, IN 47716, for an amount not to exceed \$251,271.58 plus trade-in credit of \$20,000.00 for a net purchase amount not to exceed \$231,271.58, through the Sourcewell Contract Purchasing Cooperative Program in accordance with the provisions of Section 9.48 of the Ohio Revised Code is hereby authorized. The net purchase price of \$231,271.58 reflects the purchase price after application of the trade-in credit.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 068-21

Agenda Date: 03/02/2021

Today's Date: 02/17/2021

Subject: WWTP Crane Truck

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Emily Adamson, Buyer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the purchase of one (1) 2022 HV607 SBA (HV607) Crane Truck from Rush Truck Centers, 11775 Highway Drive, Cincinnati, OH 45421 for a total amount of \$68,137.20. This purchase is being made through ODOT Contact #023-21.

This is being fully funded by a lease/purchase agreement.

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

Emergency legislation is requested in order to secure the favorable interest rate of 0.99% that we were quoted on the lease agreement.

Department/Division	Fund Description	Account Number	Actual Cost
WWTP		Lease/Purchase Financing	\$68,137.20

Total Cost: \$68,137.20

AN ORDINANCE NO. _____

Authorizing the purchase of one 2022 HV607 SBA Crane Truck for an amount not to exceed \$68,137.20, from Rush Truck Centers, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the City wishes to purchase one 2022 HV607 SBA Crane Truck through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-21;

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

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

Section 1. That the Director of Finance is hereby authorized to purchase one 2022 HV607 SBA Crane Truck for an amount not to exceed \$68,137.20 from Rush Truck Centers, 11775 Highway Dr., Cincinnati, Ohio 45421, through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 023-21, in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 069-21

Agenda Date: 03/02/2021

Today's Date: 02/22/2021

Subject: Construction Inspection Services – Eastern Pressure District Waterline Upgrades

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department, Construction Div.

Contact: Shawn Wilson, Operations Supt.

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a Contract with Black and Veatch Corporation, 4449 Easton Way, Suite 150, Columbus, OH 43219 for Construction Inspection and Construction Administrative Services for Eastern Pressure District Upgrades. The total not-to-exceed amount shall be \$489,754.00. This recommendation is based on the lowest and best of four proposals received.

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

It is requested that this be considered for an emergency ordinance in order for the construction inspection services to be on schedule with the construction project.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service Dept./Construction Div.	663 Eastern Pressure Dist.	140663-4030 prj. 6026	\$489,754.00

Total Cost: \$489,754.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Eastern Pressure District Waterline Upgrades Project, for an amount not to exceed \$489,754.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received proposals for the Eastern Pressure District Waterline Upgrades Project; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Purchasing Division has recommended award of contract to Black & Veatch Corporation for the Eastern Pressure District Waterline Upgrades Project; and

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

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

Section 1. That the City Manager is hereby authorized to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Eastern Pressure District Waterline Upgrades Project for an amount not to exceed \$489,754.00, a copy of which is attached hereto and is hereby approved.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**ENGINEERING SERVICES AGREEMENT CONSTRUCTION INSPECTION AND
ADMINISTRATION SERVICES
FOR
EASTERN PRESSURE DISTRICT WATERLINE UPGRADES**

THIS AGREEMENT entered into this ____ day of _____ 2021 by and between **THE CITY OF SPRINGFIELD, OHIO**, an Ohio municipal corporation (hereinafter "OWNER") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **BLACK & VEATCH CORPORATION** (hereinafter "ENGINEER") whose mailing address is 4449 Easton Way, Suite 150, Columbus, Ohio 43219: WITNESSETH:

WHEREAS, OWNER is hiring a Contractor to construct the East Pressure District Waterline Upgrades Project and needs professional assistance for the construction administration and inspection of the work; and,

WHEREAS, OWNER and ENGINEER have negotiated a mutually acceptable Agreement to accomplish the herein described construction administration services for the project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICE

The effort and cost for the services described herein are time dependent. The not-to-exceed fee for these services indicated herein is based on a construction period of 20 consecutive months and inspection between 24-40 hrs per week based on the needs of the project. In the event that the duration of the 20 month construction period is exceeded, or the total number of hours of 2,432 for the Construction Manager role is exceeded, the not-to-exceed fee amount shall be increased as mutually agreed for ENGINEER's services. ENGINEER shall at all times adhere and comply with the OWNER's Request for Proposal (RFP) for Construction Inspection and Construction Administration Services (the "Contract Documents"). Whenever there is a conflict between this Agreement and the Contract Documents, the terms and conditions of the Contract Documents shall control.

TASK 1 - Preconstruction Services.

ENGINEER shall provide preconstruction activities prior to commencement of construction. The following engineering services will be provided under this task:

- 1.1 **Construction Management Administration Plan (CMAP).** ENGINEER shall develop the CMAP to clearly define roles and responsibilities of each party, establish uniform communication protocols, and detail the administrative procedures that will be used throughout the project.

1.2 Preconstruction Conference. At a date and time selected by OWNER and at a facility provided by OWNER, ENGINEER shall conduct a preconstruction conference. ENGINEER shall prepare an agenda for the conference and prepare and distribute meeting minutes. The preconstruction conference will include a discussion of the CMAP, Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing of payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibility for safety and first aid.

1.3 Schedule. ENGINEER shall review and comment on the Contractor's initial construction schedule and advise the OWNER as to acceptability. ENGINEER will analyze the Contractor's construction schedule, activity sequence, and construction procedures as applicable to OWNER's ability to keep existing facilities in operation and for conformance with the Contract Documents.

1.4 Schedule of Values. ENGINEER shall review the Contractor's schedule of values and schedule of estimated monthly payment and advise the OWNER as to acceptability.

TASK 2 - Construction Administration.

ENGINEER shall perform construction administration services during the construction phase of the Project. By performing these services, ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, except as provided herein. In addition, ENGINEER shall not be responsible for the failure of any contractor, subcontractor, vendor, or other Project participant to fulfill contractual or other responsibilities to the OWNER, except as provided herein.

ENGINEER shall notify the OWNER of any failure of the Contractor to conform to the Construction Contract Documents and specifications which becomes known to ENGINEER in performing ENGINEER's obligations hereunder. The following engineering services will be provided under this task:

2.1 Schedule Review. Review and comment on the Contractor's monthly construction schedule and advise the OWNER as to acceptability. ENGINEER will analyze the Contractor's construction schedule, activity sequence, and construction procedures as applicable to OWNER's ability to keep existing facilities in operation and conformance with the Contract Documents.

2.2 Pay Application Review. Review and process the Contractor's monthly payment requests and forward to OWNER for final approval and processing. ENGINEER's review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request and to review the work actually completed compared to the work indicated in the payment application.

2.3 Change Management. Assist OWNER in review of Change Order Requests by the Contractor and preparation of Requests for Proposals for OWNER or ENGINEER initiated changes.

At the direction of the OWNER, ENGINEER will prepare and distribute Work Change Directives to the Contractor relating to changes to the Contract Documents initiated through the Change Order Requests and Requests for Proposal.

2.4 Claims Assistance. Initially act on behalf of the OWNER regarding claims by the Contractor relating to additional work or interpretation of the requirements of the Construction Contract Documents pertaining to the execution and progress of the work. Assist OWNER with review of Contractor's claims, prepare written responses, and attend meetings. Owner shall be responsible to make the final determination on CONTRACTOR claims.

2.5 Change Orders. Assist OWNER in preparing Change Orders. Each Change Order will authorize an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

2.6 Request for Information. Review, facilitate resolution with Design Consultant Engineer, and respond to Requests for Information ("RFIs") from Contractor.

2.7 Submittal Review. ENGINEER shall review the Contractor's submittal schedule, conduct initial review of submittal for completeness and route to Design Consultant Engineer. ENGINEER will manage routing and track status through Prolog software.

2.8 Progress Meetings. ENGINEER will make up to twenty (20) visits by Project Manager and Construction Manager to the construction site during onsite construction activities to attend progress meetings. Progress meetings will be scheduled monthly to ensure effective prosecution of the work. The ENGINEER will preside at the meetings and will be responsible for preparing and distributing meeting minutes.

TASK 3 - Construction Inspection.

ENGINEER shall provide a part-time Construction Inspector over the duration of Project construction for a total 1,632 hours over twenty (20) consecutive months. Services beyond the level, amounts or total hours identified herein will be considered as a supplemental service and will require additional compensation. The City of Springfield shall make payment based on actual hours worked by the Consultant's and/or Sub Consultant employees, excluding sick leave, personal leave, and vacation. Payments for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty hour week requirement has been met as described in the following bullet point. Work in excess of forty (40) hour work week must be approved by the City of Springfield prior to being incurred. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies.

Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

The Construction Inspector shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of ENGINEER. This service will in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance to the Construction Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Specific Services provided by the Construction Inspector shall be as follows:

- Conduct onsite observations of the general progress of the work to assist Design Consultant Engineer in determining if the work is conducted and is proceeding in accordance with Construction Contract Documents.
- Consult with OWNER and the Contractor, giving opinions and suggestions based on the Construction Inspector's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with Contract Documents.
- Advise Design Consultant Engineer and Contractor when work commences that requires shop drawing or sample submission if the submission has not been

- accepted by the ENGINEER.
- Monitor changes of apparent integrity of the site (such as differing site conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
 - Verify that Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating, scheduling of utility activities so as to minimize conflicts with Contractor's activities.
 - Observe pertinent site conditions when Contractor maintains that differing site conditions have been encountered and document actual site conditions. Review and analysis of Contractor's claims for differing site conditions will be considered supplemental services.
 - Visually inspect materials, equipment, and supplies delivered to the jobsite. Reject material, equipment, and supplies which do not conform to the Contract Documents.
 - Observe field tests of piping, equipment and building materials, and review the resulting reports, commenting to OWNER as appropriate.
 - Report to Design Consultant Engineer whenever work is known to be defective, or does not meet the requirements of any inspections, test, or approval required to be made, or has been damaged prior to final payment Advise Design Consultant Engineer when the work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection or approval.
 - Prepare a weekly construction progress and activities report. The report shall include a summary of significant work activities and progress, conditions of the work and project site, weather, identified problems and resolutions, and other items or issues deemed relevant. Copies of the report shall be provided to OWNER and Design Consultant Engineer.
 - Maintain the following documents at the jobsite:
 - Correspondence files.
 - Reports of job conferences, meetings, and discussions among the ENGINEER, OWNER, Design Consultant Engineer and Contractor.
 - Shop drawings and sample submissions.
 - Hard copies of original Contract Documents, Addenda and additional drawings issued subsequent to execution of the Contract Documents.
 - Change Orders.
 - Field Orders.
 - Design Consultant Engineer's clarifications and interpretations of the Contract Documents.
 - Progress Reports.
 - Names, addresses, and telephone numbers of all Contractors, sub-

- contractors, and major suppliers of material and equipment.
- Maintain daily log of events occurring at the jobsite, when onsite, including the following information:
 - Contractor’s hours on the job site
 - Contractor’s and subcontractor’s personnel on the jobsite
 - Construction equipment on the jobsite
 - Observed delays and causes
 - Weather conditions
 - Data relative to questions of extras or deductions
 - List of visitors
 - Daily activities
 - Decisions
 - Observations connected with the progress of the work
 - Materials received on the jobsite

TASK 4 - Materials Testing.

Provide, through a sub-contract, materials testing service during construction, Material testing service will include concrete, soil compaction, and asphaltic concrete testing for verifying compliance with the Contract Documents as summarized in the table below. ENGINEER will coordinate and arrange for onsite materials testing services as required for the project and in compliance with the Contract Documents. ENGINEER will be responsible for all administration effort associated with the materials testing sub-contractor. Copies of test results will be provided to the OWNER, ENGINEER, and Contractor.

Asphalt Testing	4500 SY
Compaction Testing	3347 LF
Concrete Testing	390 CY

TASK 5 - Startup/Closeout

5.1 Startup & Commissioning. Provide oversight to the Contractor and coordinate with the City and Design Consultant Engineer team on the startup and commissioning of the project. This includes ensuring all equipment has been properly installed, tested, and disinfected prior to startup.

5.2 Ethernet Radio Services. A total of 40 hours of services will be provided to coordinate integration of the pump station with the overall ethernet radio system upgrades.

5.3 Substantial/Final Completion. Upon notice of substantial completion, conduct a final inspection and prepare a punch list of items to be completed or corrected by the Contractor before final completion of the project. Upon completion or correction of the items of work on the punch list, conduct one (1) final inspection to determine if the work is completed.

5.4 Record Drawings. ENGINEER will maintain a set of record drawings and specifications at the job site based on data provided by the Contractor. This information will be verified against the Contractor's records on a monthly basis. The ENGINEER will prepare a master set of record drawings based on the combined records and submit to the Design Consultant Engineer at the completion of the project.

TASK 6 – Ancillary/Value Add Services (If Authorized)

If authorized, ENGINEER shall advise OWNER as to the necessity of their providing or obtaining from others supplemental services or data needed for the development of the Project, which were not included in the original scope of services.

6.1 Technical Support. If authorized, the ENGINEER shall incorporate input from technical advisors to support any issues that may arise or provide a secondary opinion to guidance provided by Design Consultant Engineer.

6.2 Special Inspections. If authorized, the ENGINEER shall perform any special inspections that may be required by code for foundations, masonry, or structural steel elements of the booster pump station.

Supplemental Services

Any work requested by Owner which is not included in the Scope as described herein will be considered a Supplemental Service to this Agreement and may be added to the Scope upon mutual agreement to increase the maximum billing limit.

Supplemental Services shall include, but are not limited to:

1. Any additional meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
2. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.

3. Development of hazardous waste removal, treatment, mitigation or reduction systems for handling hazardous materials found or generated on the project site.

ARTICLE II - RESPONSIBILITIES OTHER THAN ENGINEER'S

It is mutually understood and agreed that OWNER will furnish, as required for design of the Project, and not at the expense of ENGINEER, the following items:

- A. All maps, drawings, records, and other data that are available in the files of OWNER and which may be useful in the work involved under this Agreement.
- B. Access to public and private property within Springfield, as necessary, when required in conduct of ENGINEER'S work required under this Agreement.
- C. Payment of easement and permit fees.

ARTICLE III - PERFORMANCE

Section 1. The anticipated construction schedule for the project is 2/1/2021 through 9/30/2022. ENGINEER shall perform all services described in Article I above within the construction duration.

Section 2. All work performed by ENGINEER and by any subcontractors of ENGINEER shall be performed to the satisfaction of OWNER'S Service Director.

Section 3. At OWNER'S request, ENGINEER shall meet with OWNER'S Service Department, Operations Engineer, or his designee, to review the progress being made on design of the Project. Meetings will be held at a location chosen by OWNER.

ARTICLE IV - COMPENSATION TO THE ENGINEER

Section 1. The OWNER shall pay ENGINEER on a bill rate basis plus allowable expenses. ENGINEER shall submit invoices for services on approximately a monthly basis to coincide with ENGINEER'S standard financial accounting periods. Invoices shall cover the incremental work performed in the period and shall be accompanied by supporting information providing summaries of ENGINEER'S staff effort in hours on the project and major expense items including subconsultants, but in no event to exceed the amounts as set forth in the schedule entitled "Fee Schedule & Labor Hours" attached here to as Exhibit A, which is incorporated herein by reference as though fully rewritten herein. ENGINEER shall invoice the OWNER for each of the above payments in order for the payment to become due.

Section 2. Sums to be paid, in every case, are subject to receipt of an invoice for payment specifying the work performed. The invoice shall be in a form acceptable to OWNER'S Finance Director. Payment will be made to ENGINEER no later than thirty (30)

days after OWNER receives the invoice for payment. Final payment shall be made to ENGINEER within thirty (30) days after submission of a final invoice and OWNER'S Operations Engineer certifies that all work required of ENGINEER under this Agreement has been satisfactorily completed.

Section 3. It is agreed that the compensation described in this Article IV shall constitute the entire consideration to ENGINEER for all services (including expenses incurred and subcontracting costs) performed by ENGINEER pursuant to Article I. In no event shall the consideration paid to ENGINEER for Article I services exceed the maximum sum of FOUR HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED FIFTY FOUR DOLLARS (\$489,754.00) without further legislative authorization by OWNER'S City Commission. In the event, and to the extent that a change in the law; changed or unexpected site condition; an act or omission of OWNER or OWNER's suppliers and contractors; an error or change in OWNER-provided information; or any event beyond the reasonable control of the affected party, affects the work, increases ENGINEER's costs, or adversely affects ENGINEER's ability to meet the schedule, ENGINEER shall be entitled to request a change to the work and an equitable adjustment in its fee and schedule, as appropriate; however, OWNER is not obligated to make any expenditure beyond the above mentioned maximum unless an additional expenditure is authorized by OWNER'S City Commission in advance.

ARTICLE V

Section 1. The OWNER may, at any time prior to the completion of full performance by ENGINEER of the engineering services under this Agreement, terminate this Agreement by giving written notice not less than ten (10) calendar days prior to the effective date of termination. If the termination is for OWNER'S convenience, payment to ENGINEER will be made promptly for the amount of fees earned and all reimbursable expenses then due to the effective date of termination, less any payments previously made. ENGINEER shall make no claim for any additional compensation or lost profits, or damages of any kind against OWNER by reason of such termination, in the amount herein provided for will be the total compensation to which ENGINEER will be entitled in the event of such termination.

ARTICLE VI

Section 1. All reviews and approvals to be done on behalf of OWNER under this Agreement shall be performed by OWNERS Service Department, Operations Engineer.

Section 2. It is agreed that OWNER and ENGINEER, as joint owners, shall have the right, title and interest in the copyright for all materials prepared by ENGINEER for OWNER in performing its responsibilities under this Agreement. All project specific documents, including drawings, computer files and diskettes prepared by ENGINEER, pursuant to this Agreement, are instruments of service and respect to the Project. The ENGINEER, shall provide to OWNER, reproducible copies of reports, surveys, drawings, sketches, field notes, calculations,

plans, specifications and other documents when requested by OWNER (if not previously provided to OWNER). All reports, designs, plans, specifications, estimates, and field notes, after approval and acceptance and provided ENGINEER has been compensated for all services properly rendered pursuant to this Agreement, shall become the property of OWNER. ENGINEER shall, however, have the unrestricted right to their use. Said documents are not intended or represented by ENGINEER to be suitable for reuse or alteration by OWNER or others on the Project, or extensions thereof, or on any other project. Any such reuse or alteration, including alteration during construction, without the express written verification of adaptation of ENGINEER, shall be at OWNER'S risk and without liability or legal exposure to ENGINEER. Any such verification of the adaptation relative to said reuse or alteration shall entitle ENGINEER to further compensation as mutually determined by OWNER and ENGINEER. In the event of discrepancies between the digital files and the sealed mylar original drawings, the sealed mylar original drawings shall govern.

Section 3. It is agreed that ENGINEER shall have the status of an independent contractor under this Agreement. ENGINEER shall pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments or filings in connection with the engagement of any persons or firms ENGINEER may use in performing its responsibilities under this Agreement.

Section 4. ENGINEER agrees that all its performance under this Agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Warning: It is unlawful for officials and employees of OWNER to receive gratuities. Discrimination by ENGINEER on grounds of race, religion, color, ancestry, nature origin, or sex is unlawful and shall subject ENGINEER to forfeiture.

Section 5. ENGINEER shall maintain in effect throughout the term of this Agreement professional errors and omissions insurance with a liability limit of no less than \$2,000,000. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to OWNER.

Section 6. For ENGINEER'S benefit:

(a) If OWNER purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, OWNER shall require that ENGINEER be included as a named insured on such policy without liability for the payment of premiums.

(b) OWNER assumes sole responsibility and waives all rights and claims against ENGINEER for all loss of or damage to property owned by or in the custody of OWNER and

any items at the job site or in transit thereto (including but not limited to, construction work in progress); except in those circumstances in which ENGINEER'S negligence or intentional wrongdoing or that of its employees, agents or subcontractors has caused such loss or damage.

(c) OWNER shall require its insurers to waive all rights of subrogation against ENGINEER for claims covered under any property insurance that OWNER may carry. OWNER shall require all Project contractors under contract with OWNER to include OWNER and ENGINEER as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, OWNER shall obtain and maintain for the benefit of ENGINEER the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the OWNER from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

Section 7. Except as otherwise provided herein, ENGINEER agrees to indemnify OWNER from any liability and to save OWNER harmless from any damage which OWNER may suffer as a result from the negligent or intentionally wrongful acts or omissions of ENGINEER or any employee or agent of ENGINEER. ENGINEER shall maintain in effect throughout the term of this Agreement commercial general liability insurance, including contractual coverage, with a liability limit of no less than \$500,000 combined single limit coverage. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to OWNER.

Section 8. Failure of OWNER to complain of any act or omission on the part of ENGINEER no matter how long the same may continue, shall not be deemed to be a waiver by OWNER of any of its rights hereunder. No waiver by OWNER at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to a subsequent breach of the same or any other provision. This section is not intended as a waiver of rights accorded under a statute of repose.

Section 9. This Agreement, including the recitals hereto and the Plan, constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.

Section 10. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.

Section 11. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

Section 12. Since ENGINEER has no control over the cost of labor, materials, or equipment furnished by others not under contract to ENGINEER, or over the resources provided by others not under contract to ENGINEER to meet project schedules, ENGINEER's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost or that actual schedules will not vary from ENGINEERs projected schedules.

Section 13. The applicable laws of the City of Springfield, Ohio and the State of Ohio shall govern this Contract, including but not limited to matters of validity, construction, effect and performance.

Section 14. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect.

Section 15. This Contract shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Section 16. By affixing the signature below the same represents that he/she is a duly authorized officer with authority to act on behalf of and bind Contractor to this contractual agreement.

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

APPROVED AS TO FORM AND
CORRECTNESS:

THE CITY OF SPRINGFIELD

Law Director

BY: _____
Bryan Heck, City Manager

Date _____

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

BLACK & VEATCH CORPORATION

BY: 
David A. Day, Associate Vice President

Finance Director

Exhibit A: Fee Schedule and Labor Hours

Construction Inspection and Construction Administration Services - Eastern Pressure District Waterline Upgrades - City of Springfield, Ohio													
FOUNDATION TASKS									Total Hrs/Task	Total Labor Cost	*Expenses	7NT	Totals
	O'Bryan	McCreary	Champion	Leonard	Weber	Gaddis	Schulz	White					
	Project Director	Project Manager	Senior CM Advisor	Construction Manager	Water Distribution Support	Pump Station Support	I&C/ SCADA Support	Admin					
	\$266.58	\$230.02	\$151.73	\$138.17	\$201.60	\$275.68	\$184.53	\$75.83					
Preconstruction Services	2	16	4	96				32	150	\$20,511			\$20,511
Construction Administration	14	120	28	544			8	384	1098	\$141,342			\$141,342
Construction Inspection				1632					1632	\$225,493	\$24,000		\$249,493
Materials Testing									0	\$0		\$15,900	\$15,900
Startup/Closeout	4	24	8	160				40	32	\$39,716			\$39,716
Total Hours and Costs	20	160	40	2432			48	448	3148	\$427,063	\$24,000	\$15,900	\$466,963
ANCILLARY/VALUE ADD TASKS													
Special Inspections												\$3,700	\$3,700
Water Distribution Technical Support					40				40	\$8,064			\$8,064
Pump Station Technical Support						40			40	\$11,027			\$11,027
Total Hours and Costs	20	160	40	2432	40	40	48	448	3228	\$435,127	\$24,000	\$19,600	\$489,754

* Expenses based on a daily vehicle rate of \$65/day

Request for Commission Action City of Springfield, Ohio

Item Number: 007-19

Agenda Date: 3/2/21

Today's Date: 2/23/21

Subject: Award of Contract to L.J. DeWeese Co., Inc. for the CLA – Sidewalk project, PID 109478

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: 19-19

Date of Prior Ordinance/Resolution: 1/29/19

Summary:

Bids were received on February 5, 2021, for the above referenced project. The following is a list of the bidders and their bids:

L.J. DeWeese Co., Inc.	\$ 225,347.70
Newcomer Concrete Services, Inc.	\$ 256,357.10
A & B Asphalt Corp.	\$ 302,102.37
Strawser Paving Company	\$ 325,568.25
Fillmore Construction, LLC	\$ 345,643.90
Engineer's Estimate	\$ 349,974.00

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

This project consists of installing sidewalk where currently not present on one side of roadway, (1,950 lineal feet) on Limestone Street between Red Coach and south of Julia Turner Way and (1,225 lineal feet) on Home Road between Belmont Avenue, westward to 1629 Home Road.

This office is recommending that City Commission authorize the award of a contract to L.J. DeWeese Co., Inc. in the amount of \$225,347.70 at their March 2nd 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	ODOT		\$ 180,278.16
Service / Engineering	PI	140012-6050 (4757)	\$ 45,069.54

Total Cost: \$ 225,347.70

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with L.J. DeWeese Co., Inc. for the CLA - Sidewalk Project, PID No. 109478 for an amount not to exceed \$225,347.70, and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the CLA - Sidewalk Project, PID No. 109478; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to L.J. DeWeese Co., Inc. for the CLA - Sidewalk Project, PID No. 109478, for an amount not to exceed \$225,347.70, 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 L.J. DeWeese Co., Inc. for the CLA - Sidewalk Project, PID No. 109478, for an amount not to exceed \$225,347.70.

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., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 084-20

Agenda Date: 03/02/2021

Today's Date: 02/22/2021

Subject: Public Safety Software Maintenance Amendment – Tyler Technologies

Submitted By: Mark Beckdahl, Finance Director

Department: Information Technology

Contact: Mark Beckdahl, Finance Director

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

Prior Ordinance/Resolution: 17-54, 18-94, 19-79, 20-79

Date of Prior Ordinance/Resolution: 03/10/2020

Summary:

It is respectfully requested that Commission authorize an amendment to the current contract held with Tyler Technologies (fka New World Systems), 840 W. Long Lake Road, Troy, MI 48098, for an amount not to exceed \$75,979.47 for the provision of software maintenance and support services for the Public Safety Department. This amendment reduces the billing cycle from a 12-month term to a 6-month term, between the dates of April 1st, 2021 and September 30th, 2021.

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

Emergency action is required to avoid any interruption in the maintenance of the public safety systems and to ensure a smooth transition to the up and coming Spillman system.

Department/Division	Fund Description	Account Number	Actual Cost
Information Technology	100 General Fund	19000900402000	\$ 75,979.47

Total Cost: \$ 75,979.47

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an amendment with Tyler Technologies, Inc. fka New World Systems Corporation for an amount not to exceed \$75,979.47 for the period of April 1, 2021 through September 30, 2021, to maintain computer software used by the City's Public Safety Departments; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, Tyler Technologies, Inc. fka New World Systems Corporation currently provides the City with computer software maintenance services for software used by the Public Safety Departments as authorized in Ordinance No. 18-94, and it is the City's desire that such services be continued; and

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

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

Section 1. That the City Manager is hereby authorized to enter into an amendment with Tyler Technologies, Inc. fka New World Systems Corporation, for an amount not to exceed \$75,979.47 for the period of April 1, 2021 through September 30, 2021, to maintain computer software used by the City's Public Safety Departments.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Springfield, OH PD ("Client").

WHEREAS, Tyler and the Client are parties to a Support Agreement dated May 15, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Maintenance and Support Fees, including the 4% annual increase, for the Tyler Software licensed to Springfield, OH PD shall be invoiced every six (6) months commencing on April 1, 2021.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Springfield, OH PD

By: Bryan Proctor
Bryan Proctor (Feb 17, 2021 16:54 EST)

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: February 17, 2021

Date: _____

APPROVED AS TO FORM AND CORRECTNESS
The City of Springfield, Ohio

By: Jill N. Allen
Jill N. Allen, Law Director








Matter 2021-CON-0040 Springfield PD OH Amendment 021021.pdf - Client Documents (Matter) (791)

Final Audit Report

2021-02-17

Created:	2021-02-17
By:	Ruth Ann Hines (ruthann.hines@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOaLtkgc5rY9T4oQy7ZDB-W7Y8nbzZMCS

"Matter 2021-CON-0040 Springfield PD OH Amendment 021021 .pdf - Client Documents (Matter) (791)" History

-  Document created by Ruth Ann Hines (ruthann.hines@tylertech.com)
2021-02-17 - 9:52:11 PM GMT - IP address: 68.40.141.227
-  Document emailed to Bryan Proctor (bryan.proctor@tylertech.com) for signature
2021-02-17 - 9:52:43 PM GMT
-  Email viewed by Bryan Proctor (bryan.proctor@tylertech.com)
2021-02-17 - 9:54:31 PM GMT - IP address: 68.61.248.248
-  Document e-signed by Bryan Proctor (bryan.proctor@tylertech.com)
Signature Date: 2021-02-17 - 9:54:52 PM GMT - Time Source: server- IP address: 68.61.248.248
-  Agreement completed.
2021-02-17 - 9:54:52 PM GMT

Request for Commission Action City of Springfield, Ohio

Item Number: 070-21

Agenda Date: 03/02/2021

Today's Date: 2/25/2021

Subject: Host Site Agreement – BETA Technologies, Inc.

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

Department: City Manager's Office

Contact: Tom Franzen, x 7303

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Respectfully request City Commission approve a Host Site Agreement with BETA Technologies, Inc. for installation of an eVTOL vertipad and flight simulator as part of the advanced air mobility campus at the Springfield-Beckley Municipal Airport. The agreement includes a reimbursement arrangement whereas the city would reimburse BETA for expenses related to infrastructure improvements (water, sewer, fiber, electric and concrete foundations) that would remain as public infrastructure at the conclusion of the Host Site Agreement. The cost of the infrastructure items are covered by the JobsOhio - Ohio Sites Inventory Program (OSIP) Grant that the Commission approved at the last City Commission meeting.

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

Emergency action is requested to keep momentum for construction and installation of needed amenities to start test flights as soon as possible.

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Host Site Agreement with BETA Technologies, Inc., for the installation of an eVTOL vertipad and flight simulator as part of the advanced air mobility campus at the Springfield-Beckley Municipal Airport; and declaring an emergency therein.

...oooOOOooo...

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

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

Section 1. That the City Manager is hereby authorized to enter into a Host Site Agreement with BETA Technologies, Inc., a copy of which is attached hereto and is hereby approved, for the installation of an eVTOL vertipad and flight simulator as part of the advanced air mobility campus at the Springfield-Beckley Municipal Airport.

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

PASSED this _____ day of _____, A.D., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

VERTIPOINT AND SIMULATOR EQUIPMENT - HOST SITE AGREEMENT

This Agreement ("Agreement"), effective as of this 15th day of January, 2021 (the "Effective Date"), is entered into by and between BETA Technologies, Inc. ("BETA"), a Delaware corporation, having an office and place of business at 1150 Airport Drive South Burlington, VT 05403 and the City of Springfield, Ohio ("Site Owner"), owning the property at 1251 W. Blee Road Springfield, Ohio 45502 ("Host Site"). Collectively, BETA and the Site Owner are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, Site Owner desires to have a vertiport and eVTOL flight simulator installed at the Host Site as part of BETA's eVTOL Recharging Network ("Project") partially funded by BETA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. Term.** The term of this Agreement begins on the Effective Date and ends on ten (10) years after commissioning.
- 2. Equipment.** One eVTOL Recharging Pad (comprised of an elevated landing deck with integrated de-ice and lighting, supporting super structure, modified containers building, one dual dispenser (2 charging dispenser) DC Fast Charge Commercial Charging Station) and a Flight Simulator ("Equipment") will be provided by BETA for installation at the Host Site under this Project. Product specifications are provided in Attachment A. BETA will choose the method and cover the cost of delivery of the Station to the Host Site.
- 3. Installation.** BETA will select a company ("Installer") to install the Equipment at the Host Site. Final electrical connection of the Station to power may only be performed by this Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Equipment is not to be removed from its packaging by any person other than the Installer. Some Equipment protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage is strongly encouraged. Responsibilities and Costs are as stated in Section 19.
- 4. Access to Host Site and Equipment.** During the term of this Agreement as set forth above in paragraph 1, the Site Owner shall provide a right of access to the Host Site and Equipment to BETA and the Installer. Such access must be consistent with the purpose of the Project. BETA or the Installer will attempt to give the Site Owner a minimum of 48 hours' notice prior to completing any visit to the Host Site; however, factors outside of BETA's or the Installer's control may not always permit this.
- 5. Public Use of Host Site and Station.** Both the Site Owner and BETA recognize that the Station itself shall be open to public use and will not be considered proprietary in any way. BETA shall maintain access and full control of the flight simulator at all times.
- 6. Network Access.** Site Owner will receive, for use with the Station provided by this Project, a BETA network subscription that will expire at the conclusion of this Agreement. The Site Owner must keep the Station connected to the BETA Network.
- 7. Access to Information.** Site Owner acknowledges that BETA will be collecting Station usage data, including charge event information ("Data"), such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. Site Owner further acknowledges that the Host Site shall have access to all Data at any time. Additionally, all Data shall be subject to compliance with Ohio's Public Records Act. Site Owner acknowledges that the Data may be used by BETA for reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project.
- 8. Operation and Maintenance.** Site Owner shall take all reasonable measures to ensure the Station, and the facility in which it is located, shall be kept operational, clean and in good repair. Site Owner shall promptly and in a reasonable time frame call BETA to arrange for the repair of any non-functioning charging port on the Station. If any component of the Station becomes inoperable, within seventy-two (72) hours the Host site shall provide written notice to BETA of the malfunction. Within 14 (fourteen) days of this notice, BETA shall correct the malfunction and restore the Station to a fully functional status. However, if BETA fails to correct the malfunction within 30 (thirty) days of notice, the Site Host shall have right to terminate this agreement and remove the nonworking electric vehicle charging station.

9. **Publicity.** Site Owner shall provide BETA unlimited rights to take, use and publish photographs of the Station and Host Site, as well as any information related to the Project, which may be included on printed materials or posted on websites. Site Owner shall also maintain the same publicity and promotional rights as BETA.
10. **Ownership.** BETA shall retain title to the Equipment.
11. **No Right to Remove, Move or Sell the Station.** The Equipment may not be sold, retired, disposed of, removed or moved from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of BETA, unless BETA fails to comply with the operation and maintenance requirements of Section 8. above
12. **Failure to Comply with Terms of the Program.** If Site Owner fails to comply with any term in this Agreement, BETA shall provide a notice requesting that the Site Owner address the issue to comply with the Agreement terms. If Site Owner is not in compliance with the Agreement terms within thirty (30) calendar days of receiving a notice from BETA, BETA reserves the right to repossess the Equipment provided under the Project.

The expected operational months for this project is 120 months.

13. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by BETA and the Site Owner.
14. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of BETA or the Site Owner. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
15. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Ohio without reference to such state's principles of conflicts of law. Installation of the Equipment, and its operation, will be conducted in compliance with all local, state and federal laws and regulations.
16. **Assignment.** Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of BETA.
17. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.
18. **BETA Requirements.** The following requirements for the Project are imposed upon the Site Owner:
 - a. BETA must approve the proposed location for the installation of Site Owner's Station prior to the installation. The following attachments have been reviewed and approved by the Site Owner:
 - i. Attachment B: Site plans and design work, and
 - b. Prior to BETA approval of the Host Site for Station installation, the Site Owner must also help procure:
 - i. Letter of approval for the design package from the Authority Having Jurisdiction over the Host Site, and
 - ii. Letter of support from the Host Site's community, if needed.
 - c. As part of the Station installation and provisioning, the Site Owner must collaborate with the Installer to complete:
 - i. Approval from local agencies of the installation prior to provisioning, and
 - ii. Confirmation by at minimum one (1) site owner or designee that he/she has been trained in the operation, care and use of the Station.
 - d. BETA throughout the term of the Agreement maintain insurance in the following types and amounts: general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of the Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$5,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$2,000,000 in respect of claims arising out of property damage in any one accident or disaster.
 - e. Site Owner shall permit applicable BETA approved signage with the Station.
19. **Right of Access Cost.** At the conclusion of each calendar year BETA will compute the margin of the charging system. This amount shall represent the cost to occupy the space for the term of Agreement. The amount will be calculated by

revenue generated by the Equipment minus the cost to operate the Equipment. Other expenses such as depreciation, insurance, marketing, etc. will not be included in this margin calculation. BETA will then provide payment to Host Site equal to 10% of the margin.

20. Responsibilities and Costs. BETA will provide the following items to the Site Owner upon acceptance of this Agreement and approval of the Host Site:

- a. The Equipment as defined in Section 2 of this agreement.
- b. BETA network subscription from installation date to the end of this Agreement
- c. Site validation and station activation
- d. Payment of utilities to operate the Equipment (BETA will create their own account with the electric utility).
- e. Provide appropriate staff for managing and operating the Equipment

To participate in this Project, the Site Owner must provide:

- a. Utility service per Attachment B brought to the Station installation location
- b. Adequate space for installation per Attachment B
- c. Unobstructed parking access for users of the Equipment
- d. Reimbursement to BETA for the Installation costs including the foundation, trenching, and site work for the placement of the Equipment and interconnection of the Equipment to utility power. These foundations, trenching, and site work that BETA receives reimbursement for shall remain property of the Site Owner and remained at the Host Site. Installation items and costs estimates are set forth in Attachment C.

BETA

Site Owner

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

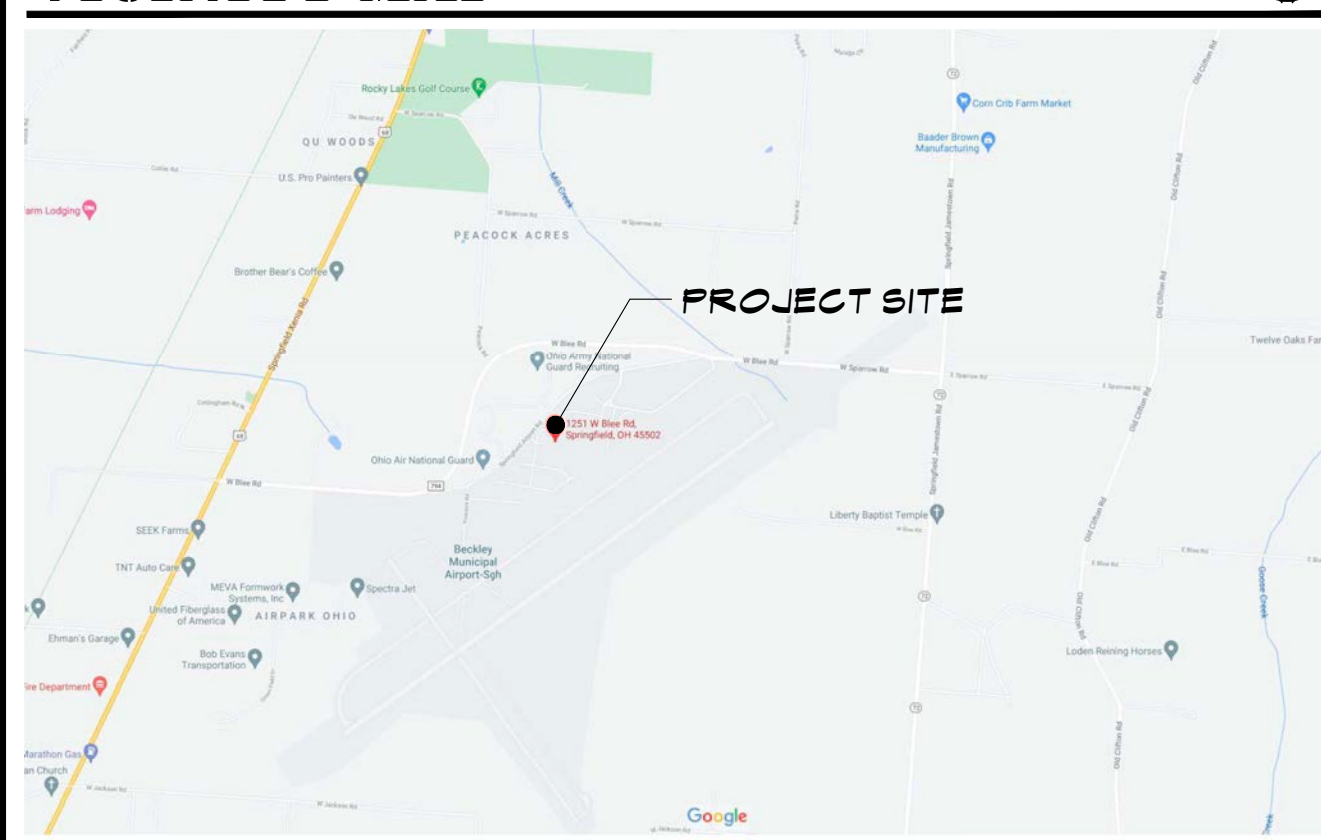
GENERAL NOTES

- 1. THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" A201 1987 EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS AS MODIFIED AND MADE A PART OF THE G.C. CONTRACT WITH THE OWNER.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES HAVING JURISDICTION.
3. INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRMING THAT WORK IS CONSTRUCTIBLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION.
5. CONTRACTOR FOR THE PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED BUILDING PERMITS.
6. CONTRACTOR SHALL SUBMIT CONFIRMATIONS WITH DELIVERY DATES FOR ORDERED ITEMS.
7. CONTRACTOR SHALL SUBMIT ONE SET OF SHOP DRAWINGS OF ALL MILLWORK, MISCELLANEOUS METAL, DOORS, DOOR HARDWARE AND EQUIPMENT, SHOP DRAWINGS SHOULD INCLUDE DETAILED FABRICATION AND ERECTION DRAWINGS, SETTING DRAWINGS, DIAGRAMMATIC DRAWINGS AND MATERIAL SCHEDULES, LOCATION AND ORIENTATION OF ALL ITEMS SHALL BE CLEARLY INDICATED.
8. ALL REQUESTS FOR SUBSTITUTIONS OF ITEMS SPECIFIED SHALL BE SUBMITTED IN WRITING AND WILL BE CONSIDERED ONLY IF BETTER SERVICE FACILITIES, A MORE ADVANTAGEOUS DELIVERY DATE OR A LOWER PRICE WITH CREDIT TO THE TENANT WILL BE PROVIDED WITHOUT SACRIFICING QUALITY, APPEARANCE AND FUNCTION.
9. ALL WORK NOTED "N.I.C." OR "NOT IN CONTRACT" IS TO BE ACCOMPLISHED BY A CONTRACTOR OTHER THAN THE GENERAL CONTRACTOR AND IS NOT TO BE PART OF THE CONSTRUCTION AGREEMENT.
10. "ALIGN" AS USED IN THESE DOCUMENTS SHALL MEAN TO ACCURATELY LOCATE FINISH FACES IN THE SAME PLANE.
11. "TYPICAL" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS THE SAME OR REPRESENTATIVE FOR ALL SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
12. DETAILS ARE USUALLY KEYS AND NOTED "TYPICAL" ONLY ONCE, WHEN THEY FIRST OCCUR, AND ARE REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
13. COLUMN CENTERLINES (ALSO REFERRED TO AS GRID LINES) ARE SHOWN FOR DIMENSIONING PURPOSES.
14. ALL VERTICAL DIMENSIONS SHOWN TO FLOOR ARE SLAB, UNLESS OTHERWISE INDICATED.
15. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS.
16. CONTRACTOR SHALL PATCH ANY EXISTING WALLS AND/OR CEILINGS AS NEEDED TO REFURBISH THE LEASE SPACE AND REPAIR ALL DAMAGE.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERAL CLEANING OF A JOB AFTER ITS COMPLETION.
20. CONTRACTOR SHALL REFINISH ANY BLEMMISHED DOOR, OR REPLACE SAID DOOR IF NOT ABLE TO REFINISH.
21. CONTRACTOR SHALL PROVIDE RECORD DOCUMENTS & SHALL PROVIDE SAID DOCUMENTATION TO ARCHITECT UPON COMPLETION OF TENANT CONSTRUCTION.
22. FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY FIELD INSPECTORS.
23. BUILDING ADDRESS NUMBERS TO BE PROVIDED ON THE FRONT OF ALL BUILDINGS AND SHALL BE VISIBLE AND LEGIBLE FROM STREET FRONTING THE PROPERTY.
24. INTERIOR FINISHES SHALL BE PROVIDED IN ACCORDANCE WITH TITLE 24 SECTION 803.9 2010 CBC AS FOLLOWS: CLASS I - VERTICAL ENCLOSURES, CLASS II CORRIDORS, CLASS III ROOMS.
25. ALL FLOORS SHOULD BE LEVEL AND NOT VARY MORE THAN 1/4" IN 10'-0".
26. THE CONTRACTOR SHALL PROTECT ALL PERSONNEL, PASSERBY OR VISITORS TO THE SITE FROM INJURY.
27. GENERAL CONTRACTOR SHALL PROVIDE PEDESTRIAN PROTECTION DURING CONSTRUCTION AS REQUIRED PER CBC SECTION 3306.

CONSTRUCTION NOTES

- 1. ALL PARTITION LOCATIONS, DIMENSIONS AND TYPES & ALL DOOR AND WINDOW LOCATIONS SHALL BE AS SHOWN ON THE FLOOR PLAN.
2. ALL PARTITIONS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE.
3. DIMENSIONS LOCATING DOORS BY EDGE ARE TO THE INSIDE EDGE OF JAMB.
4. SUBMIT PAINT SAMPLES FOR REVIEW BY OWNER PRIOR TO INSTALLATION.

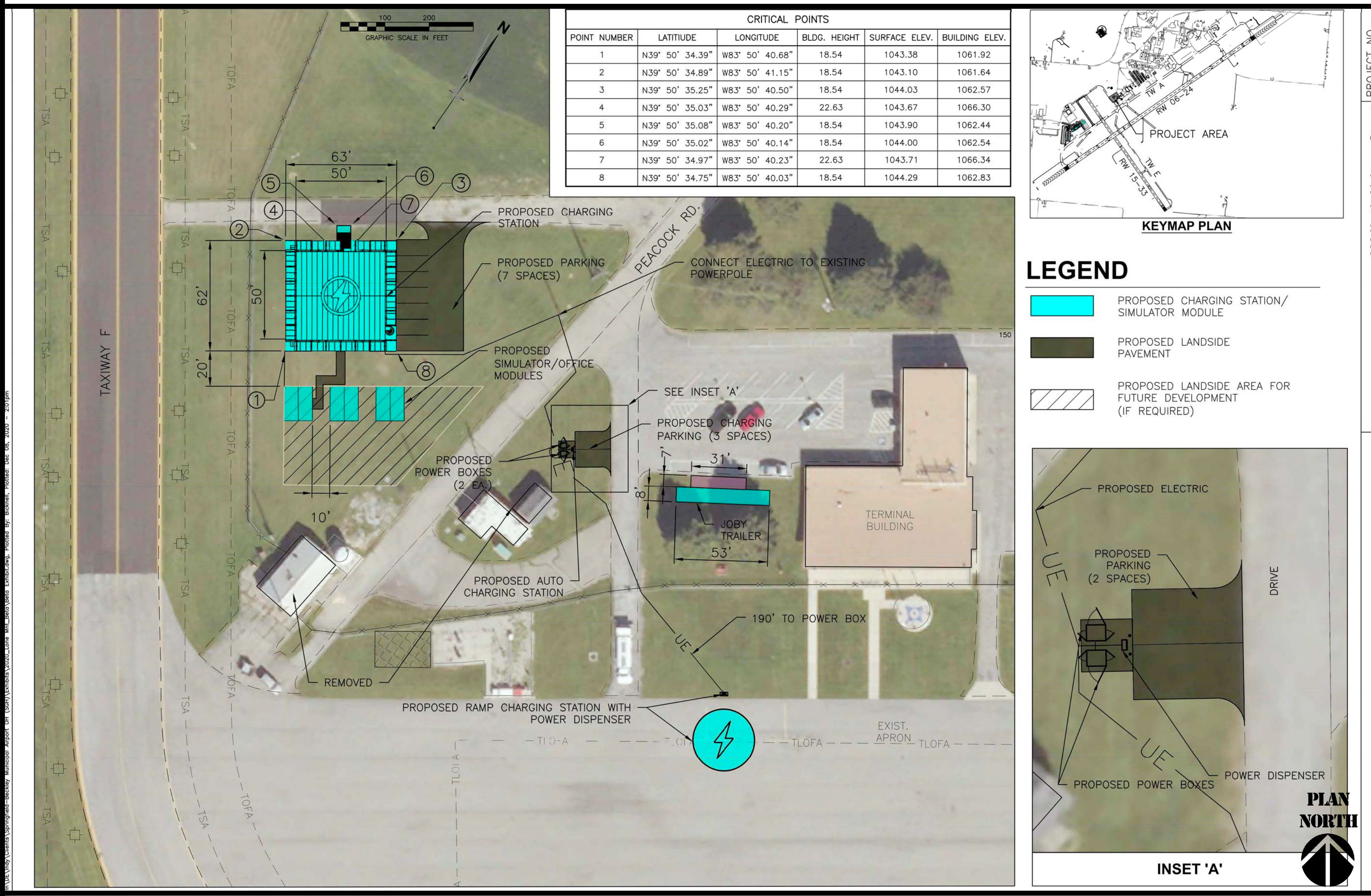
VICINITY MAP



ATTACHMENT A

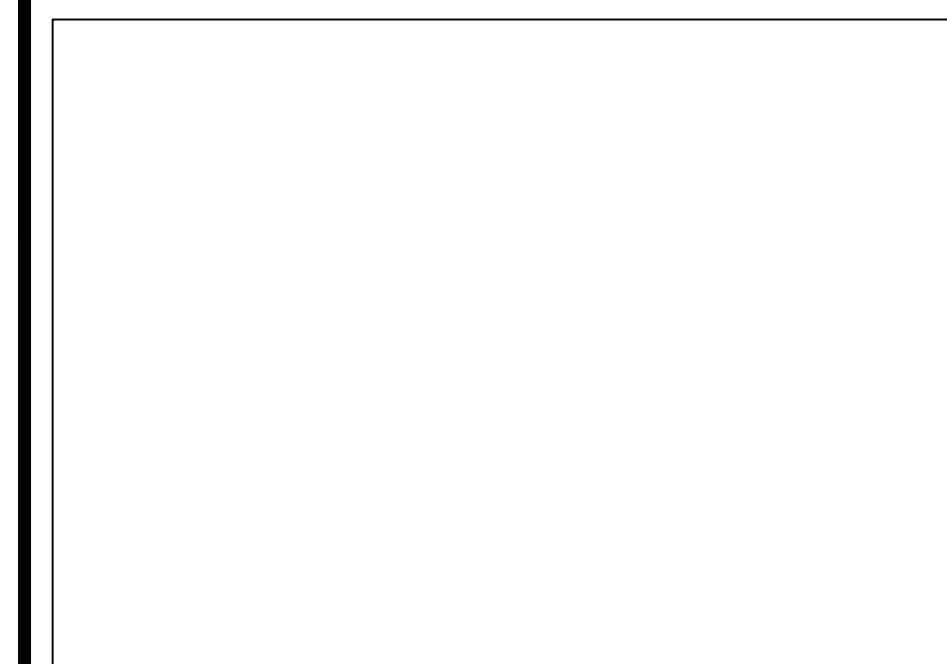
BETA TECHNOLOGIES
HELIPAD SHIPPING CONTAINERS
BECKLEY MUNICIPAL AIRPORT - SGH
1251 W. BLEE ROAD
SPRINGFIELD, OH 45502

Table with 6 columns: POINT NUMBER, LATITUDE, LONGITUDE, BLDG. HEIGHT, SURFACE ELEV., BUILDING ELEV. Contains 8 critical points.



REFERENCE SITE PLAN

APPROVAL STAMP



DRAWING INDEX

- ARCHITECTURAL
A1 TITLE SHEET, REFERENCE SITE PLAN
A2 GROUND FLOOR PLAN
A3 FOUNDATION LAYOUT PLAN
A4 CEILING & POWER/DATA PLAN
A5 EXTERIOR ELEVATIONS & DETAILS
A6 ENLARGED RESTROOMS & DETAILS
A7 DOOR & WINDOW SCHEDULES and INFORMATION
A8 PARKING AREA PLAN
A9 ARCHITECTURAL DETAILS, ROOF PLAN, SECTION
R01 ROUGH OPENINGS PLAN
R02 ROUGH OPENINGS ELEVATIONS
STRUCTURAL
F00 FOUNDATION GENERAL NOTES
F01 TYPICAL CONCRETE NOTES
F100 FOUNDATION PLAN
F200 FOUNDATION DETAILS
S0 STRUCTURAL GENERAL NOTES
S100 STRUCTURAL OVERALL BUILDING PLAN
S101 STRUCTURAL OVERALL ROOF PLAN
S200 STRUCTURAL FLOOR PLAN & ELEVATIONS
S201 STRUCTURAL FLOOR PLAN & ELEVATIONS
S202 STRUCTURAL FLOOR PLAN & ELEVATIONS
S203 STRUCTURAL FLOOR PLAN & ELEVATIONS
S204 STRUCTURAL FLOOR PLAN & ELEVATIONS
S205 STRUCTURAL FLOOR PLAN & ELEVATIONS
S400 STRUCTURAL DETAILS
S401 STRUCTURAL DETAILS
MECHANICAL
M-0 GEN NOTES, LEGEND, APPLICABLE CODES, INDEX
M-1 EQUIPMENT SCHEDULES
M-2 COMPLIANCE FORMS
M-3 OVERALL FLOOR PLAN
M-4 MECHANICAL DETAILS
M-5 MECHANICAL DETAILS
ELECTRICAL
E-00 GEN NOTES, APPLICABLE CODES, INDEX
E-01 SYMBOL LIST, ELECTRICAL SPECIFICATIONS
E-02 LIGHTING FIXTURES SCHEDULE
E-03 SINGLE LINE DIAGRAM, LOAD CALCS, PANEL SCHED.
E-10 OVERALL LIGHTING FLOOR PLAN
E-11 OVERALL POWER & SIGNAL FLOOR PLAN
E-12 OVERALL FIRE ALARM FLOOR PLAN
E-20 ELECTRICAL DETAILS
E-21 ELECTRICAL DETAILS
E-22 ELECTRICAL DETAILS
PLUMBING
P-0 GEN NOTES, LEGEND, SCHEDULES, CODES, INDEX
P-1 WASTE & VENT FLOOR PLAN
P-2 HOT & COLD WATER FLOOR PLAN
P-3 PLUMBING DETAILS
P-4 RISER DIAGRAMS

PROJECT SUMMARY

TENANT: BETA TECHNOLOGIES
108 1 AVENUE D, SUITE 110
WILLISTON, VT 05495
PROJECT DESCRIPTION: DESIGN OF HELICOPTER LANDING PAD SUPPORT UTILIZING STRUCTURALLY MODIFIED SHIPPING CONTAINERS.
BUILDING: NUMBER OF STORIES: ONE
CONSTRUCTION TYPE: V-B (NON-RATED)
OCCUPANCY: B
MIXED OCCUPANCY: NO
FIRE SPRINKLERS: NO
SQUARE FOOTAGE INFORMATION: TEN (10) 8'x20' HIGH-CUBE CONTAINERS: 1,600 S.F. TOTAL
DEFERRED SUBMITTALS: MECHANICAL, ELECTRICAL, PLUMBING
ITEMS UNDER SEPARATE PERMIT (BY OTHERS): HELIPAD SPACE FRAME

RELEVANT CODES

THIS PROJECT SHALL COMPLY WITH ALL RELEVANT SECTIONS OF THE 2011 OHIO BUILDING CODE AND THE CITY OF SPRINGFIELD LOCAL ORDINANCES



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mark@goipme.com
562.221.0585



TURPIN
DESIGN
GROUP, INC.
mark@turpindgi.com
562.221.0585



BETA TECHNOLOGIES
CONTAINER / HELIPAD PROJECT
1251 W. BLEE ROAD
SPRINGFIELD, OH 45502

DATES
01/27/21

PROJECT NUMBER
20.455

SHEET TITLE
COVER SHEET
REF SITE PLAN

SHEET NUMBER



GENERAL NOTES

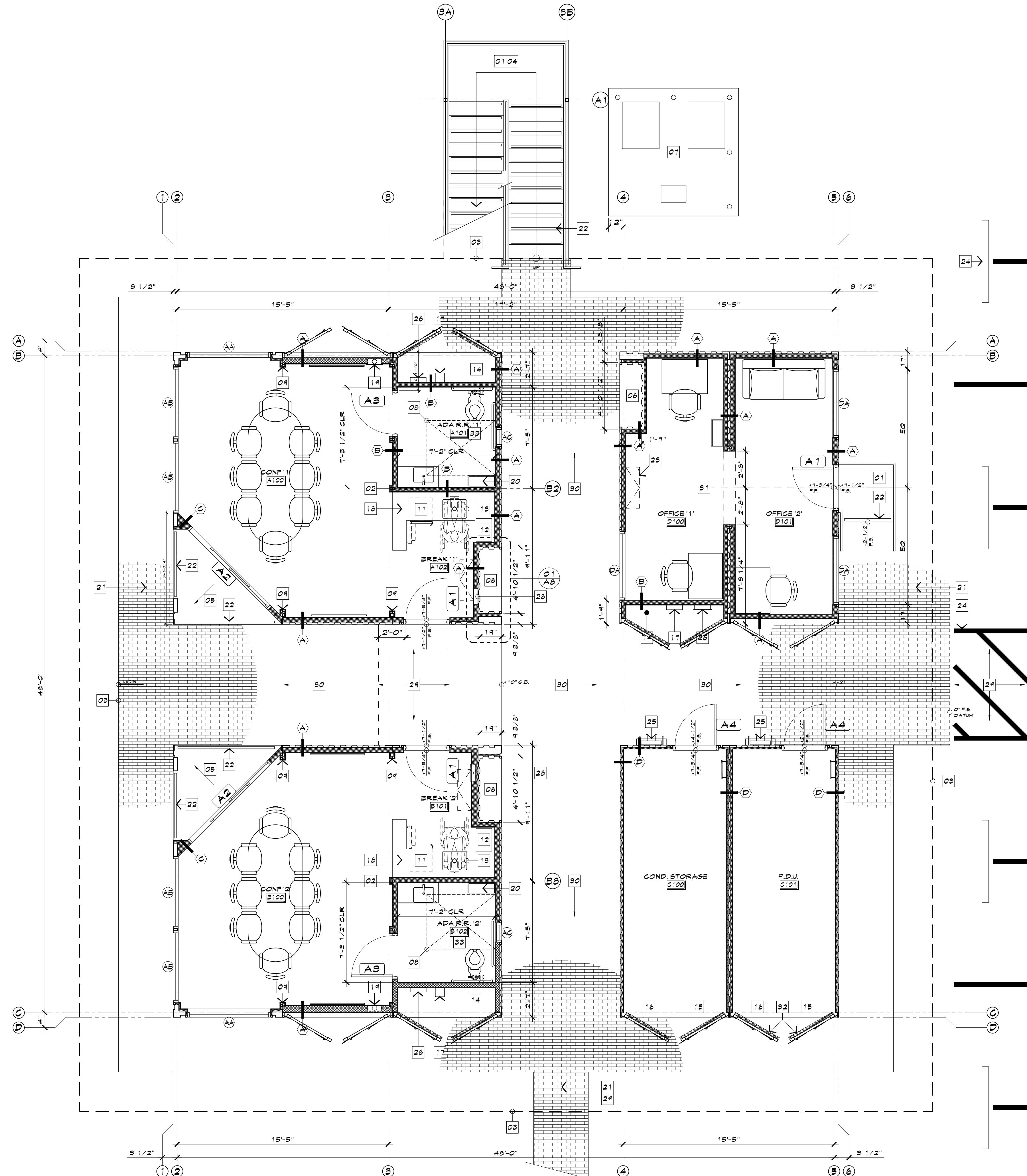
1. ALL GLASS USED IN PROJECT SHALL BE TEMPERED AND ANY EXPOSED EDGES SQUARE-POLISHED.
2. PROVIDE BACKING FOR ALL MILLWORK, AFFLIANCES AND FIXTURES.
3. ALL CEILING AND WALL FINISHES THROUGHOUT SHALL HAVE A MINIMUM CLASS 'C' FLAME SPREAD CLASSIFICATION PER (CFR TABLE 809.3)
4. SEE SHEET 'A7' FOR DOOR & WINDOW SCHEDULES.

WALL SCHEDULE

- (A) INTERIOR FINISH:**
 STAINED & CLEAR-SEALED
 1/2" MAPLE VENEER PLYWOOD, GLUED TO 2x4 LSL WOOD STUDS AT 16" O.C.
 DOUBLE TOP PLATES, SINGLE BOTTOM PLATE.
 GLUE PLYWOOD WITH FULL LENGTH BEADS OF "LIQUID NAILS" EXTREME HEAVY DUTY CONSTRUCTION ADHESIVE #LN-907
 MEETS: ASTM C-557
 SEE BELOW FOR INSULATION
EXTERIOR FINISH:
 PRIMED & PAINTED CONTAINER CORRUGATION.
- (B) INTERIOR & EXTERIOR FINISH:**
 STAINED & CLEAR-SEALED
 1/2" MAPLE VENEER PLYWOOD, GLUED TO 2x4 LSL WOOD STUDS AT 16" O.C.
 DOUBLE TOP PLATES, SINGLE BOTTOM PLATE.
 GLUE PLYWOOD WITH FULL LENGTH BEADS OF "LIQUID NAILS" EXTREME HEAVY DUTY CONSTRUCTION ADHESIVE #LN-907
 MEETS: ASTM C-557
 SEE BELOW FOR INSULATION
- (C) INTERIOR FINISH:**
 STAINED & CLEAR-SEALED
 1/2" MAPLE VENEER PLYWOOD, GLUED TO 2x4 LSL WOOD STUDS AT 16" O.C.
 DOUBLE TOP PLATES, SINGLE BOTTOM PLATE.
 GLUE PLYWOOD WITH FULL LENGTH BEADS OF "LIQUID NAILS" EXTREME HEAVY DUTY CONSTRUCTION ADHESIVE #LN-907
 MEETS: ASTM C-557
 FILL ALL VOIDS WITH KRAFT-FACED R-15 FIBERGLAS BATT INSULATION
EXTERIOR FINISH:
 PRIMED & PAINTED 3/16" CORTEN STEEL PLATE.
- (D) INTERIOR FINISH:**
 EXTERIOR INSULATED IN-FILL PANELS
 MANUFACTURER: NUDO
 ENDUREX 500
 ASTM APPROVAL NUMBERS: E84, D1178 1, E12
EXTERIOR FINISH:
 PRIMED & PAINTED CONTAINER CORRUGATION.

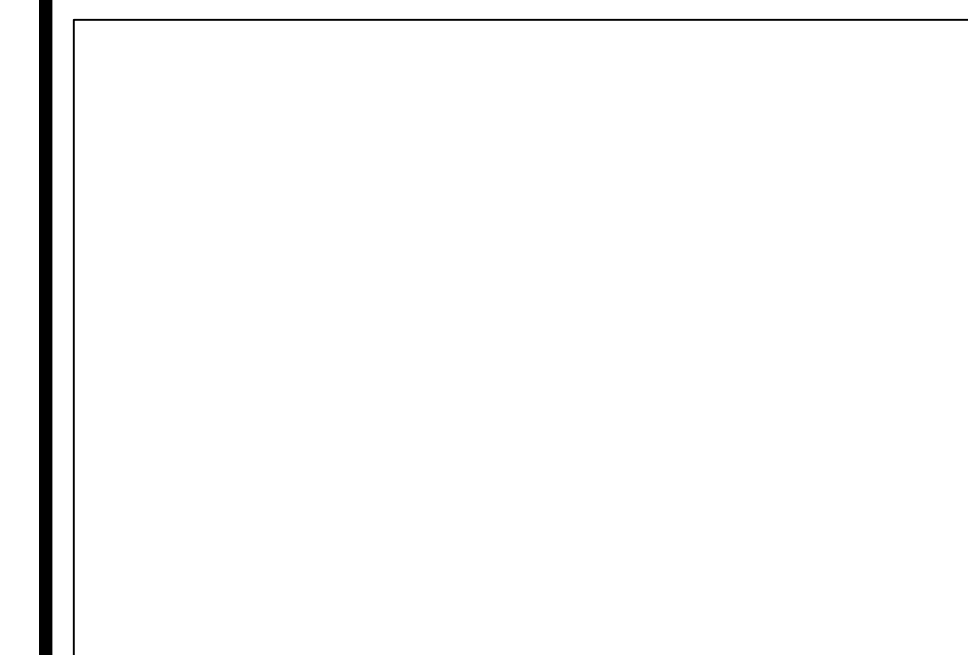
INSULATION AT WALLS / CEILINGS / FLOORS AT CONTROL CENTER CONTAINERS & OFFICE CONTAINERS:
 SPRAY-APPLIED POLYURETHANE FOAM - CLOSED CELL, MEDIUM DENSITY, R-6.9 PER INCH
 MANUFACTURER: VICTORY POLYMERS VPC-HFO ICC ESR-4491
 CEILINGS: 5.5" = R-33
 WALLS: 5.5" = R-24
 FLOORS: 4.5" = R-31

INSULATION AT WALLS / CEILINGS / FLOORS AT CONDITIONED STORAGE & P.D.U. CONTAINERS:
 EXTERIOR INSULATED IN-FILL PANELS
 MANUFACTURER: NUDO
 ENDUREX 500
 R-4.9 PER INCH
 CEILINGS: 5.5" = R-33
 WALLS: 5" = R-14
 FLOORS: 4.5" = R-31 (SPRAY FOAM PER ABOVE)
 APPLY NUDO PANELS TO INSIDE OF CONTAINER CARGO DOORS - TYPICAL



GROUND LEVEL PLAN

APPROVAL STAMP



KEYNOTES

- 01 ADA APPROVED METAL STAIR WITH GUARDRAILS & HANDRAILS ON BOTH SIDES. SEE SHEET 'A6' & STRUCT.
- 02 STEEL COLUMN - SEE STRUCTURAL DRAWINGS.
- 03 HEAVY DASHED LINE DENOTES EXTENT OF HELIPAD ABOVE - UNDER SEPARATE PERMIT.
- 04 HELIPAD ACCESS STAIR - UNDER SEPARATE PERMIT.
- 05 EXTERIOR PORCH, FLOAT WITH EPOXY TO SLOPE AT 1/8" PER FOOT MINIMUM.
- 06 HVAC CONDENSER RECESS - SEE MECHANICAL DRAWINGS.
- 07 K5GH CHARGER UNIT ON CONCRETE PAD - BY OTHERS.
- 08 48"x60" CLEAR FLOOR AREA.
- 09 1/2" MAPLE VENEER PLYWOOD REMOVABLE COVER.
- 10 WALL-MOUNTED HVAC UNIT - SEE MECHANICAL DRAWINGS.
- 11 UNDER-COUNTER REFRIGERATOR.
- 12 COUNTER-MOUNTED MICROWAVE, PROVIDE 110V OUTLET.
- 13 SINK & ADA FAUCET.
- 14 ELECTRICAL CLOSET - SEE ELECTRICAL DRAWINGS.
- 15 ACTIVE CONTAINER CARGO DOOR.
- 16 NON-ACTIVE CONTAINER CARGO DOOR TO BE WELDED CLOSED - SEE STRUCTURAL DRAWINGS.
- 17 FACE-MOUNTED FULL BOX FOR DATA - SEE ELECTRICAL DRAWINGS.
- 18 34" MAXIMUM HEIGHT COUNTER.
- 19 2A-110BC FIRE EXTINGUISHER IN RECESSED CABINET.
- 20 24"X 10" MAXIMUM DEPTH STORAGE CABINET.
- 21 INTERLOCKING PAVERS INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
- 22 2" WIDE CONTRASTING COLOR STRIPING, FULL WIDTH OF STEP, SET 1" FROM STEP NOSING.
- 23 WALL-MOUNTED HVAC AIR-HANDLER - SEE MECHANICAL DRAWINGS.
- 24 PARKING LOT STRIPING & CONCRETE WHEEL STOPS - BY OTHERS.
- 25 THRU-WALL HVAC UNIT - SEE MECHANICAL DRAWINGS.
- 26 FACE-MOUNTED JUNCTION BOX FOR MAIN ELECTRICAL, CONDUIT STUBS UP THROUGH FLOOR.
- 27 RECESS-MOUNTED BREAKER PANEL, SUPPLIED ABOVE CEILING.
- 28 RECESS-MOUNTED ELECTRICAL BREAKER PANEL, CONDUIT RUN OVERHEAD FROM #26 ABOVE.
- 29 2% MAXIMUM SLOPE IN ANY DIRECTION.
- 30 5% MAXIMUM SLOPE ALONG ADA PATH OF TRAVEL, 2% MAXIMUM CROSS-SLOPE ALONG ADA PATH OF TRAVEL.
- 31 THROUGH-WALL OPENING, HEAD HEIGHT +80" A.F.F.
- 32 2" RIGID INSULATION, GLUE TO INSIDE OF CARGO DOORS WHERE SHOWN, TYPICAL.
- 33 SEE SHEET 'A6' FOR ENLARGED RESTROOMS.

NOTE:
 SEE SHEET 'A7' FOR PARKING AREA PLAN.

IMPORTANT NOTE

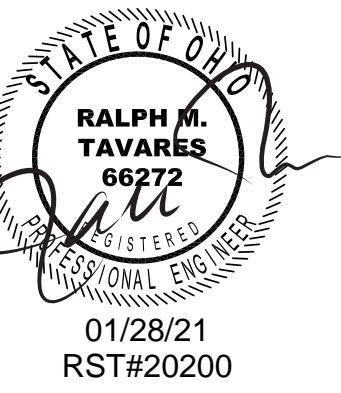
ALL CONTAINER CARGO DOORS ARE TO BE LOCKED IN THE CLOSED POSITION DURING ALL FLIGHT OPERATIONS & WHENEVER THE AIRCRAFT IS PRESENT ON THE HELIPAD.



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BETA TECHNOLOGIES
 CONTAINER / HELIPAD PROJECT
 1251 W. BLEE ROAD
 SPRINGFIELD, OH 45502

DATES
 01/27/21

PROJECT NUMBER
 20.455

SHEET TITLE
 GROUND
 LEVEL PLAN

SHEET NUMBER

APPROVAL STAMP

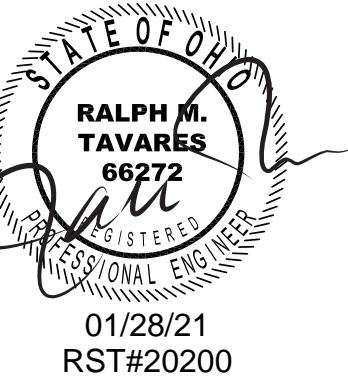


ipme

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TDC

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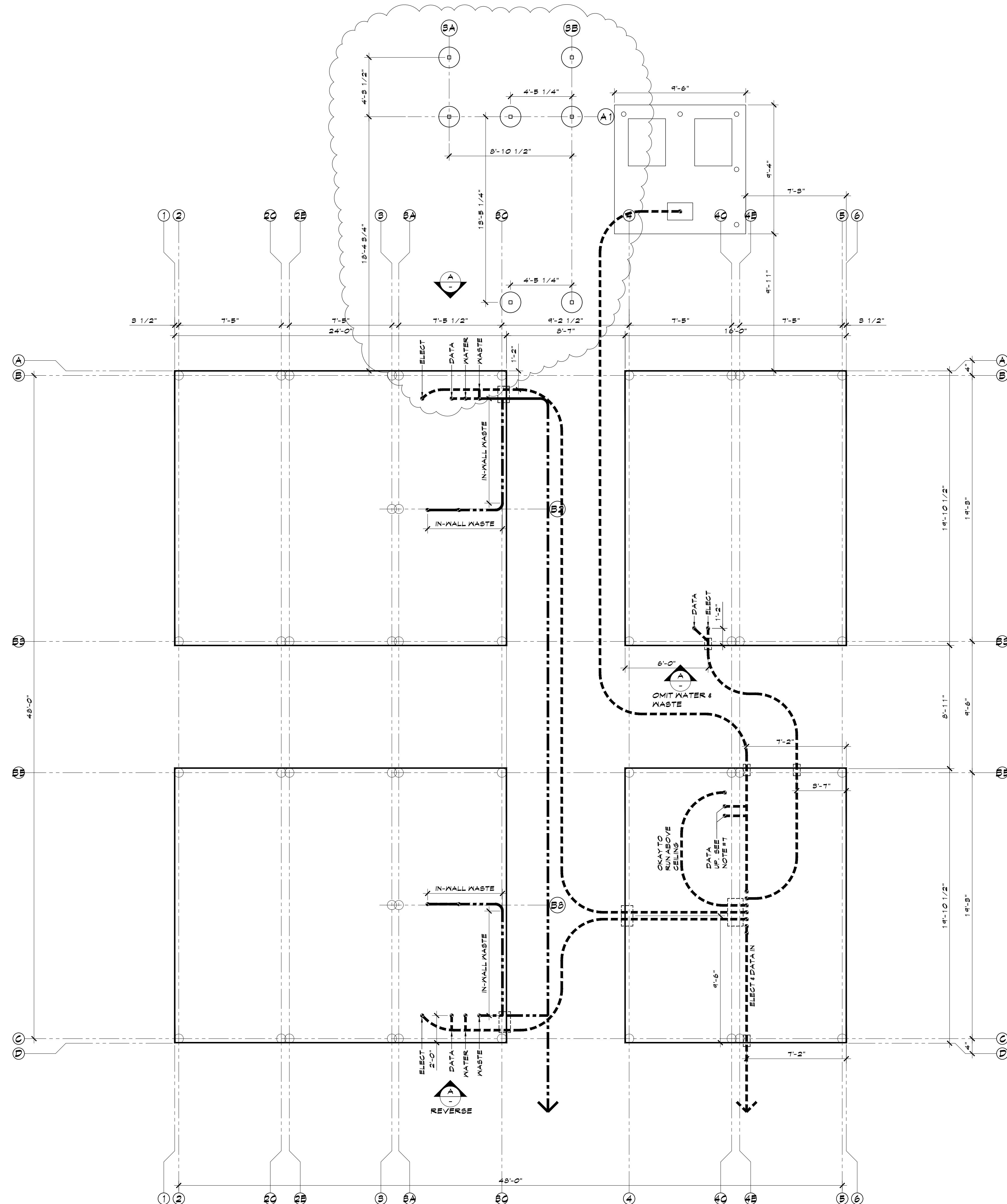
BETA TECHNOLOGIES
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1251 W. BLEE ROAD
SPRINGFIELD, OH 45502

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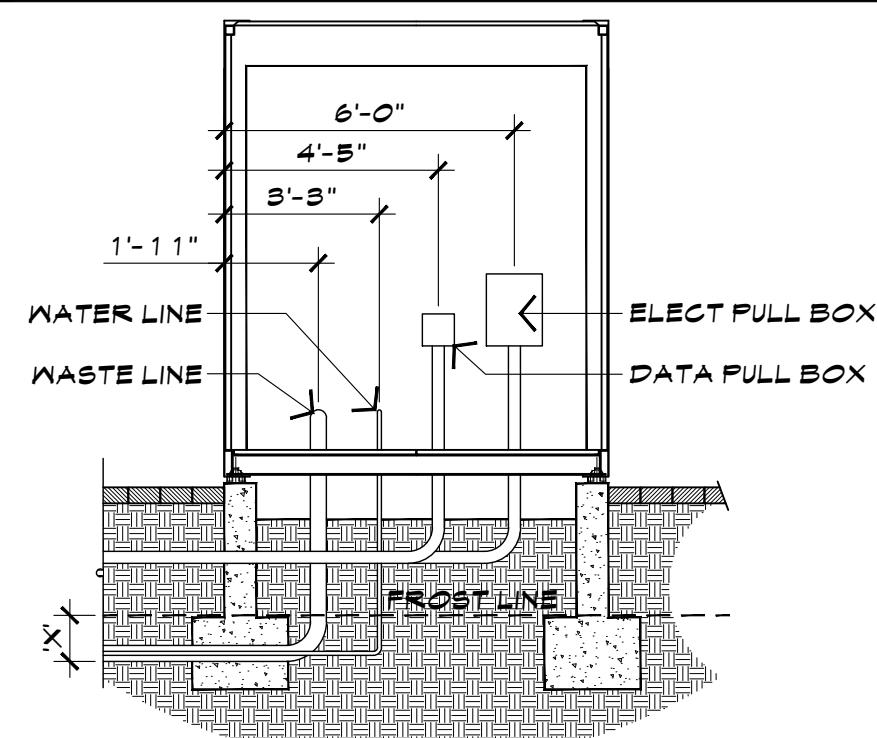
SHEET TITLE
FOUNDATION LAYOUT PLAN

SHEET NUMBER



LEGEND

- WASTE LINE
SIZE PER PLUMBING DRAWINGS
 - ELECTRICAL CONDUIT & DATA CONDUIT
WITH (36" SLEEPS)
SIZE PER ELECTRICAL DRAWINGS
STACK DATA CONDUIT ABOVE ELECTRICAL
CONDUIT & PROVIDE FULL-STRINGS.
 - [] BLOCK-OUT FOUNDATION FOR WASTE OR
WATER LINES OR CONDUIT PENETRATIONS
(ASSUME 6" DIA PIPE)
 - POINT OF CONDUIT OR PIPE PENETRATION
THROUGH FLOOR
- NOTES:
1. COMBINE CONDUITS IN TRENCHES and/or
FOUNDATION PENETRATIONS WHEREVER
POSSIBLE.
 2. PLACE WATER & WASTE PIPING BELOW
FROST LINE PER LOCAL REQUIREMENTS.
SLOPE WASTE LINE PER LOCAL
REQUIREMENTS.
 3. PLACE POWER & DATA CONDUITS BELOW
GRADE PER LOCAL REQUIREMENTS.
 4. DIMENSION 'X' DENOTES INVERT
ELEVATION BELOW GRADE OR FROST
LINE PER LOCAL REQUIREMENTS.
 5. WRAP & HEAT WATER & WASTE LINES PER
LOCAL REQUIREMENTS.
 6. SEE STRUCTURAL FOUNDATION SET FOR
FOUNDATION PENETRATION
REQUIREMENTS.
 7. PROVIDE AN ADDITIONAL 4"
UNDERGROUND DATA CONDUIT WITH FULL
STRING FROM THE CONDITIONED
STORAGE CONTAINER TO THE UTILITY
CLOSET IN EACH CONTAINER FOR FUTURE
USE.



'A' UTIL CLOS ELEV SC: 1/4" = 1'-0"

FOUNDATION LAYOUT PLAN

SCALE: 1/4" = 1'-0"



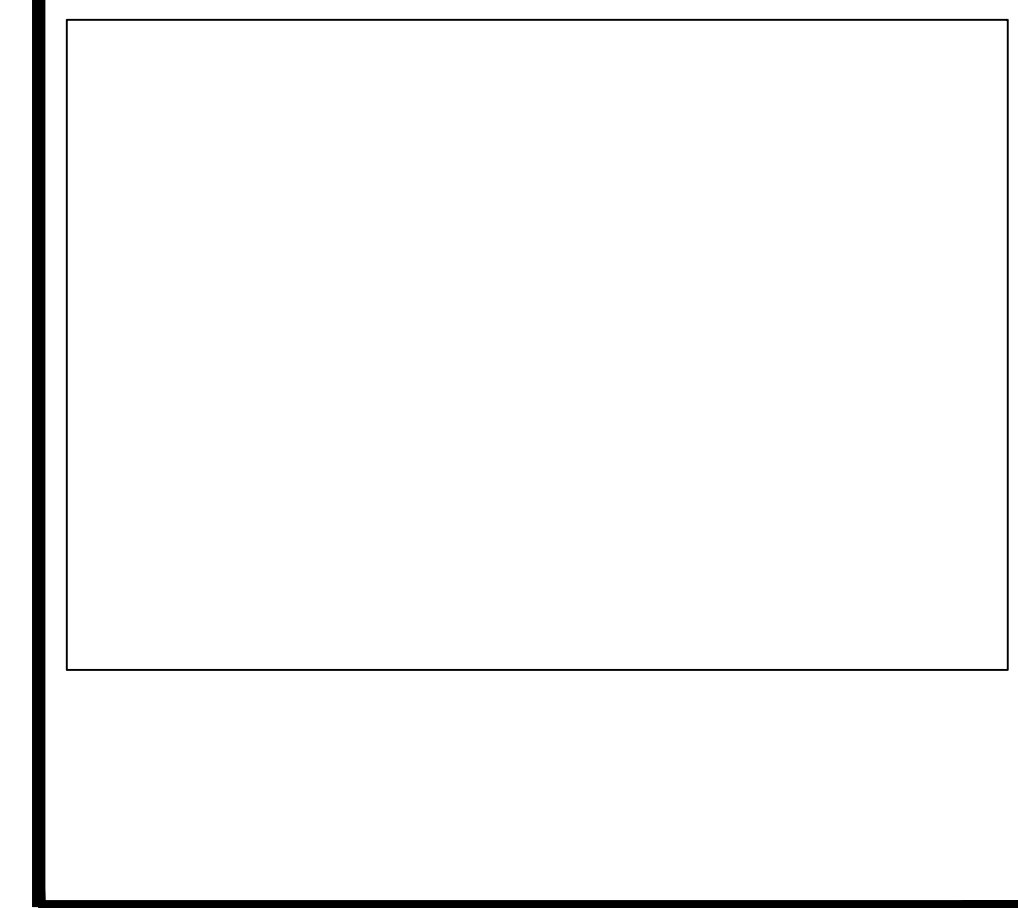
GENERAL NOTES

1. ALL SWITCHES SHALL BE MOUNTED AT +44" A.F.F. TO CENTER.
2. ALL DATA & POWER OUTLETS SHALL BE MOUNTED AT +18" A.F.F. TO CENTER, UNLESS NOTED OTHERWISE.
3. PROVIDE GFCI OUTLETS WITHIN 48" OF ANY WATER SOURCE.
4. OUTLETS SHOWN ABOVE MILLWORK SHALL BE MOUNTED AT +40" A.F.F.
5. ALL SWITCHES SHALL BE OCCUPANCY SENSOR TYPE.
6. PROVIDE LIGHT FIXTURES AS REQUIRED TO MAINTAIN MINIMUM OF 1fc 12" ABOVE FLOOR OR FINISH SURFACE, TYPICAL.

UTILITIES LEGEND

- Ⓛ DUPLEX OUTLET, FLUSH WALL MOUNTED. PROVIDE N.F. and/or G.F.C.I. PROTECTED OUTLETS WHERE REQUIRED BY CODE.
- Ⓜ TELEPHONE / DATA OUTLET, FLUSH WALL MOUNTED. +18" A.F.F., U.N.O.
- Ⓞ WALL-MOUNTED L.E.D. SCONCE LIGHT FIXTURE. VERIFY MOUNTING HEIGHT.
- Ⓞ 4" RECESS-MOUNTED L.E.D. CAN TYPE DIMMABLE LIGHT FIXTURE.
- Ⓞ-1 RECESS-MOUNTED OCCUPANCY LIGHT SWITCH. +44" A.F.F.
- Ⓜ RECESS OR FACE-MOUNTED ELECTRICAL SUB-PANEL. PROVIDE MIN. 30"x48" CLEAR FLOOR AREA.
- Ⓞ CEILING-MOUNTED SMOKE / CO2 DETECTOR.
- Ⓜ RECESS-MOUNTED EXHAUST FAN. DUCT TO EXTERIOR WITH BACK DRAFT DAMPER. CAPABLE OF 50 CFM.
- Ⓞ ELECTRIC 'INSTA-HOT' WATER HEATER, UNDER SINK.
- Ⓜ J-BOX FOR DISCONNECT BREAKER.
- Ⓜ HOSE BIBB.
- Ⓜ 24 or 48 INCH L.E.D. CEILING SURFACE MOUNTED LIGHT FIXTURE.
- Ⓜ L.E.D. POST-MOUNTED LIGHT FIXTURE.
- Ⓜ SCHEMATIC ELECTRICAL WIRING FROM SWITCHES TO LIGHT FIXTURES.
- Ⓜ WAC LIGHTING FM-46 10-27-TT L.E.D. 10" FLUSH DOWN LIGHT TITANIUM 964 LUMENS, 2700K, 12.5W SEE SHEET 'A1'
- Ⓜ F1 SuperBrightLights STN-A30K80-C6A-10C5M-24 L.E.D. STRIP LIGHT SEE SHEET 'A1'
- Ⓜ POWER SUPPLY: SuperBrightLights CVPSD-60WP-24V-JB, DIMMABLE 60 WATT SETUP FOR PLUG

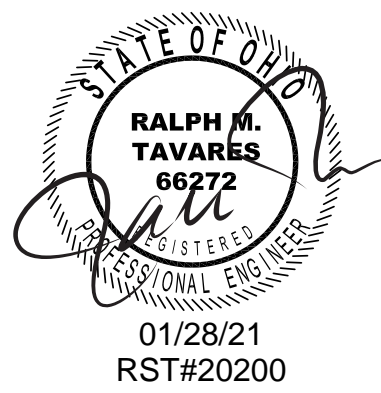
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BETA TECHNOLOGIES
CONTAINER / HELIPAD PROJECT
1251 W. BLEE ROAD
SPRINGFIELD, OH 45502

DATES
01/27/21

PROJECT NUMBER
20.455

SHEET TITLE
CEILING & POWER PLAN

SHEET NUMBER

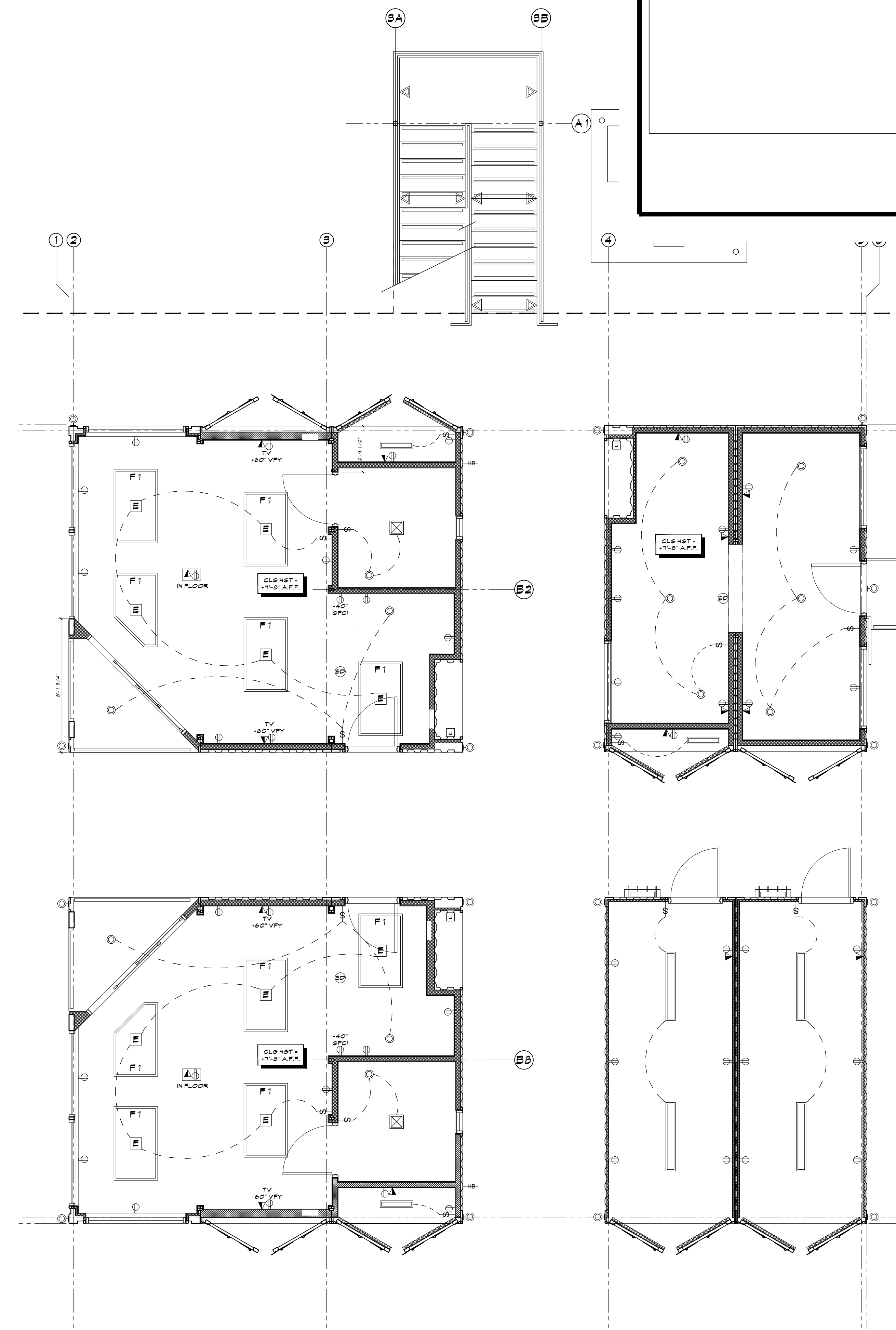
Luminaire Schedule

Label/Location	Manufacturer & Model	Lamp	Description	Remarks
A	AspectLED, AL-RL-UTS-9	LED	9" square ultra-thin recessed, White, LED, 1510 Lumens, 3000K, 18W	Dimmable, driver included, setup with plug.
B	WAC Lighting, FM-4606-27-TT	LED	6 inch, Down Light Flush, Titanium, 551 Lumens, 2700K, 8W	
C	Coramdeo, C016-830LED-BK,	LED	Round bulkhead black, Exterior, 900 Lumens, 3000k, 11W	Exterior
D	Coramdeo, C025-830LED-BK,	LED	10 1/2", Bulkhead Light, pill shaped, Black, 1400 Lumens, 3000K, 14.5w	Exterior
E	WAC Lighting FM-4610-27-TT	LED	10 inch, Down Light Flush, Titanium, 964 Lumens, 2700K, 12.5W	
F1	SuperBrightLights, STN-A30K80-C6A-10C5M-24 V	LED	Strip Light, 395 lumens/ft, 3000K, 24VDC	Power supply, Superbrightlights, CVPSD-60WP-24V-JB, power supply, dimmable, 60watt, setup for plug.
F2	SuperBrightLights, STN-A30K80-C6A-10C5M-24 V	LED	Strip Light, 395 lumens/ft, 3000K, 24VDC	Power supply, Mean Well, CVPSD-60WP-24V-JB, power supply, 24Volts, 35watt
E1	Philips-912401289498	LED	Power out emergency lighting	Hardwired, 18 hour battery
G	Leviton 9863-OCC 13-Watt	LED	utility ceiling light with occupancy sensor	13watt

Lighting Control

Label/Location	Manufacturer & Model	Description
C1	Lutron, PHPM-WBX-DV-WH	Lighting Controller, Phase Adaptive Power Module
D1	Lutron, PD-10NXDS	Dimmer, Caseta Pro, 250W LED, Wireless
D2	PDW-5ANS-WH-A	Dimmer, Caseta Pro, 250W LED, Wireless
R1	Lutron, Pico, PJ2-3BRL-WH-L01R	Wall Switch, Caseta Pico, wireless smart lighting dimmer switch
R2	PJ2-2B-GWH-L01	Wall Switch, Caseta Pico, wireless smart lighting, on/off

LUMINAIRE SCHEDULE & LIGHTING CONTROLS

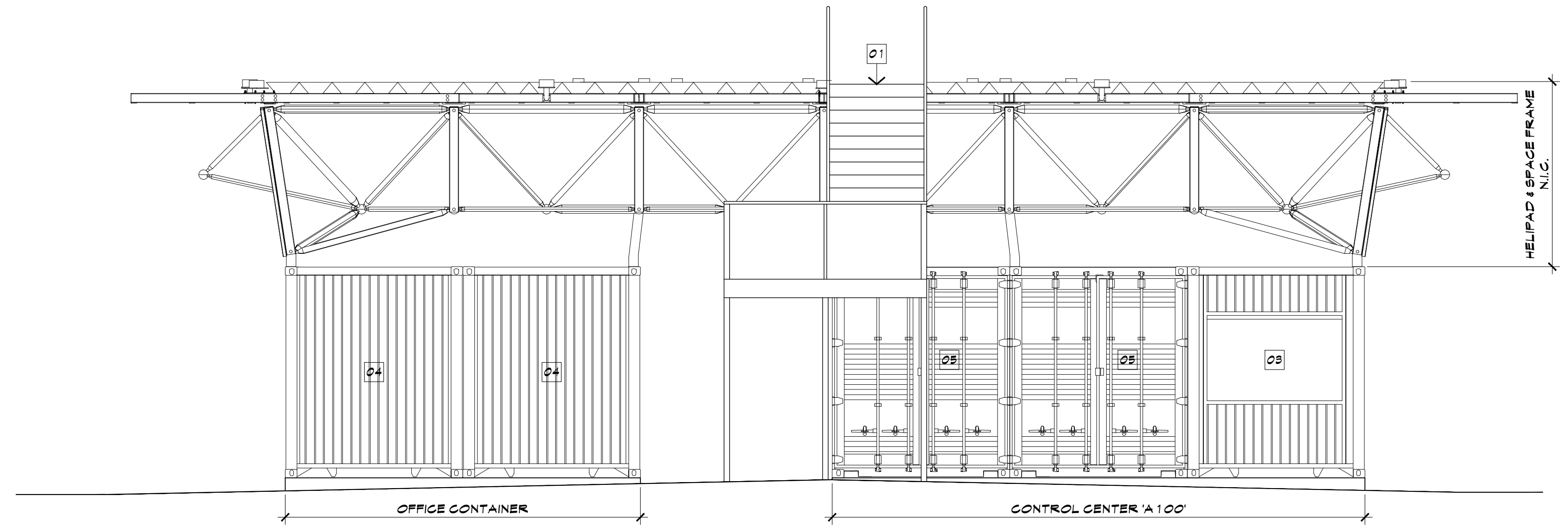


CEILING & POWER PLAN

SCALE: 1/4" = 1'-0"

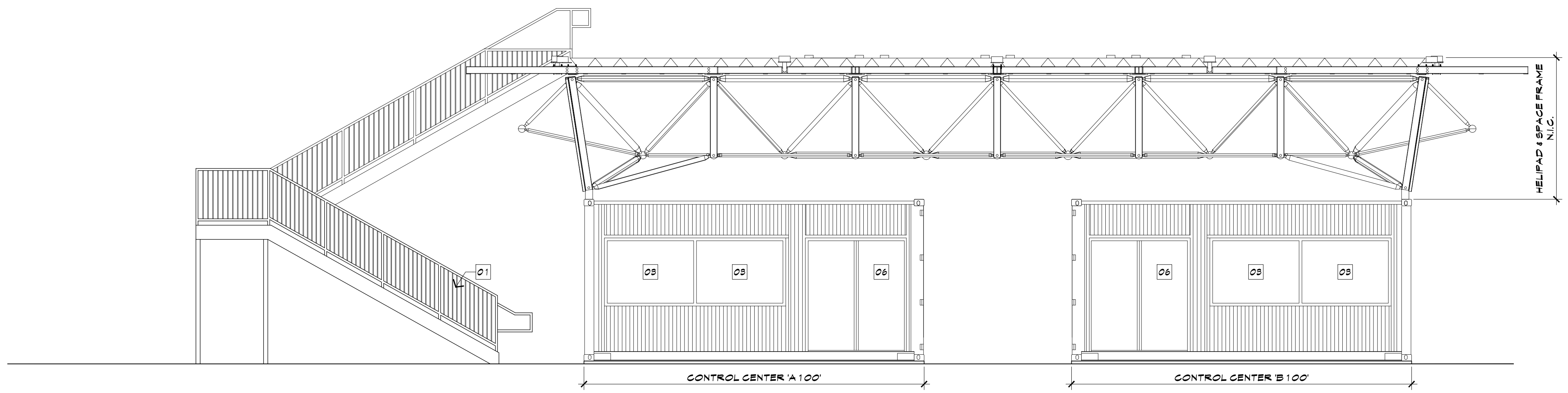


A4



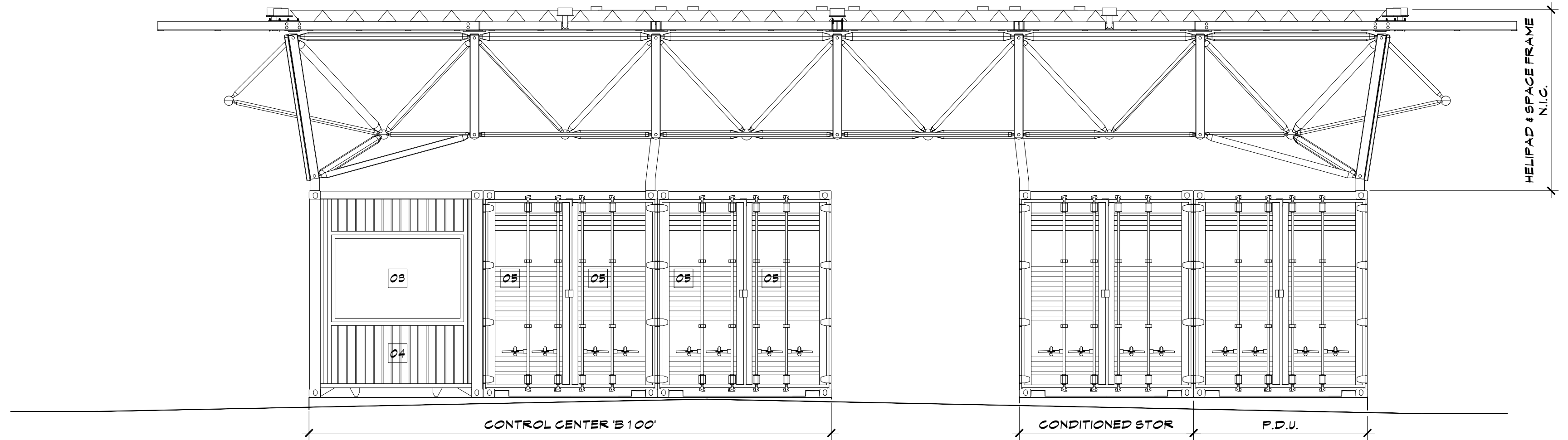
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

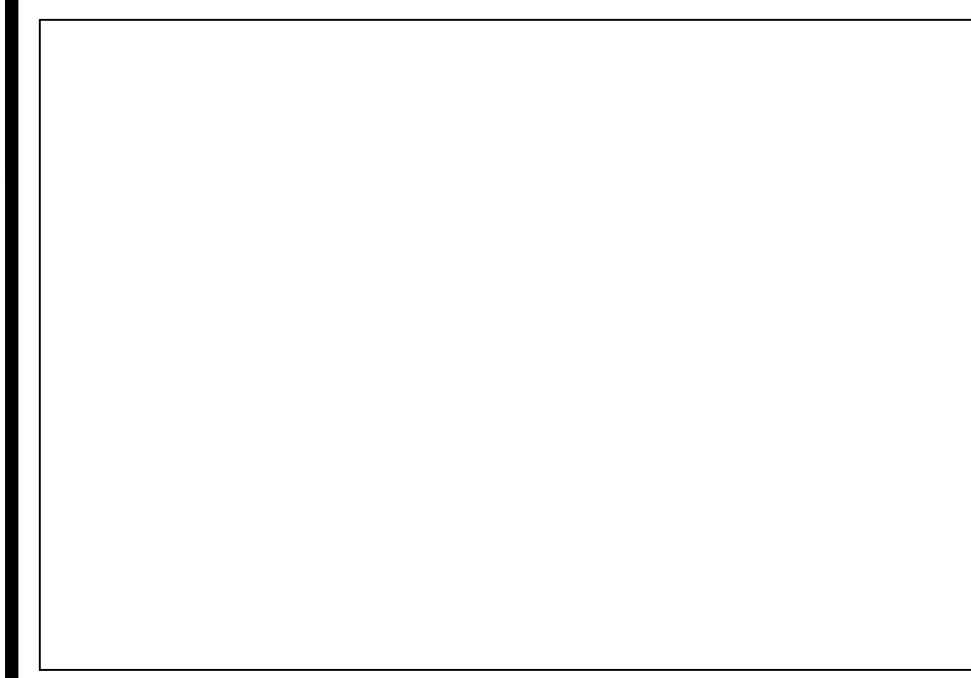
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

APPROVAL STAMP



KEYNOTES

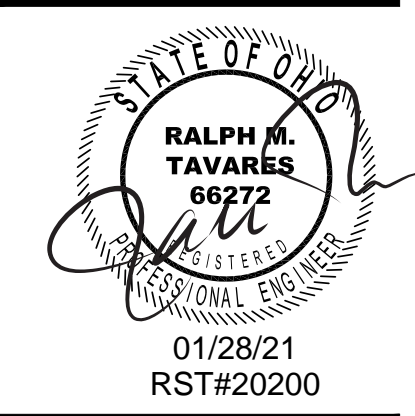
- 01 ADA APPROVED METAL STAIR WITH GUARDRAILS & HANDRAILS ON BOTH SIDES. GUARDRAIL & HANDRAIL SECTIONS ABOVE HELIDECK SHALL BE FOLD DOWN TYPE.
- 02 MAN DOOR - PER PLAN.
- 03 WINDOW - PER PLAN.
- 04 PAINTED CONTAINER CORRUGATION.
- 05 FIXED OR OPERABLE CONTAINER CARGO DOORS - PER PLAN.
- 06 SLIDING GLASS DOOR - PER PLAN.



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BETA TECHNOLOGIES
CONTAINER / HELIPAD PROJECT
1251 W. BLEE ROAD
SPRINGFIELD, OH 45502

DATES

01/27/21

PROJECT NUMBER

20.455

SHEET TITLE
N, W & S
ELEVATIONS

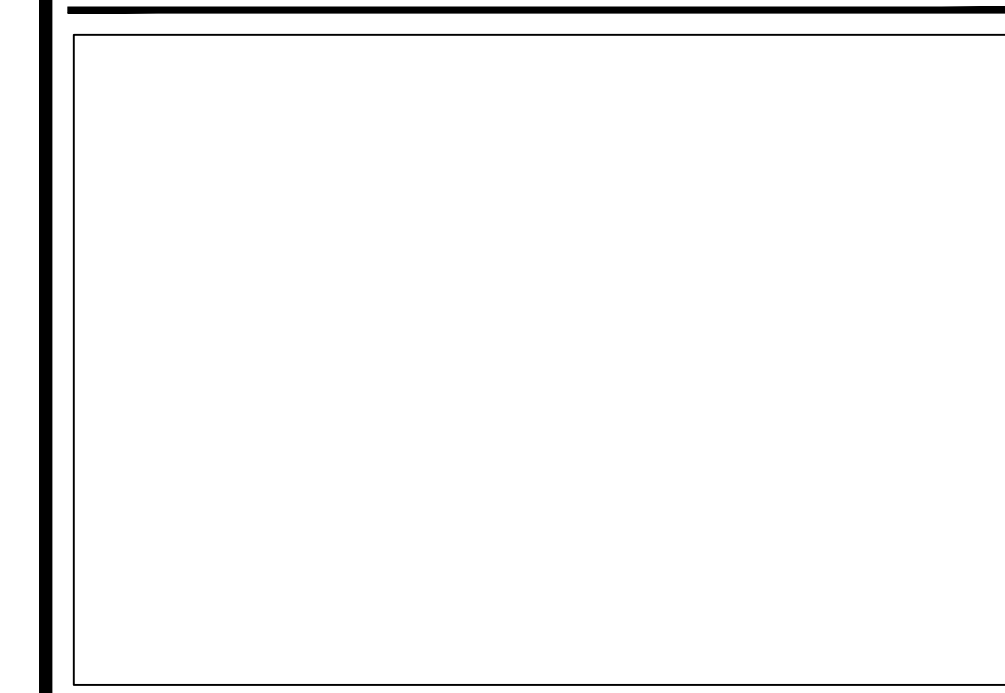
SHEET NUMBER

A5

GENERAL NOTES

1. ALL GLASS USED IN PROJECT SHALL BE TEMPERED AND ANY EXPOSED EDGES SQUARE-POLISHED.
2. ALL CEILING AND WALL FINISHES THROUGHOUT SHALL HAVE A MINIMUM CLASS 'C' FLAME SPREAD CLASSIFICATION PER (CFC TABLE 803.3)
3. SEE SHEET 'AS' FOR DOOR & WINDOW SCHEDULES.

APPROVAL STAMP

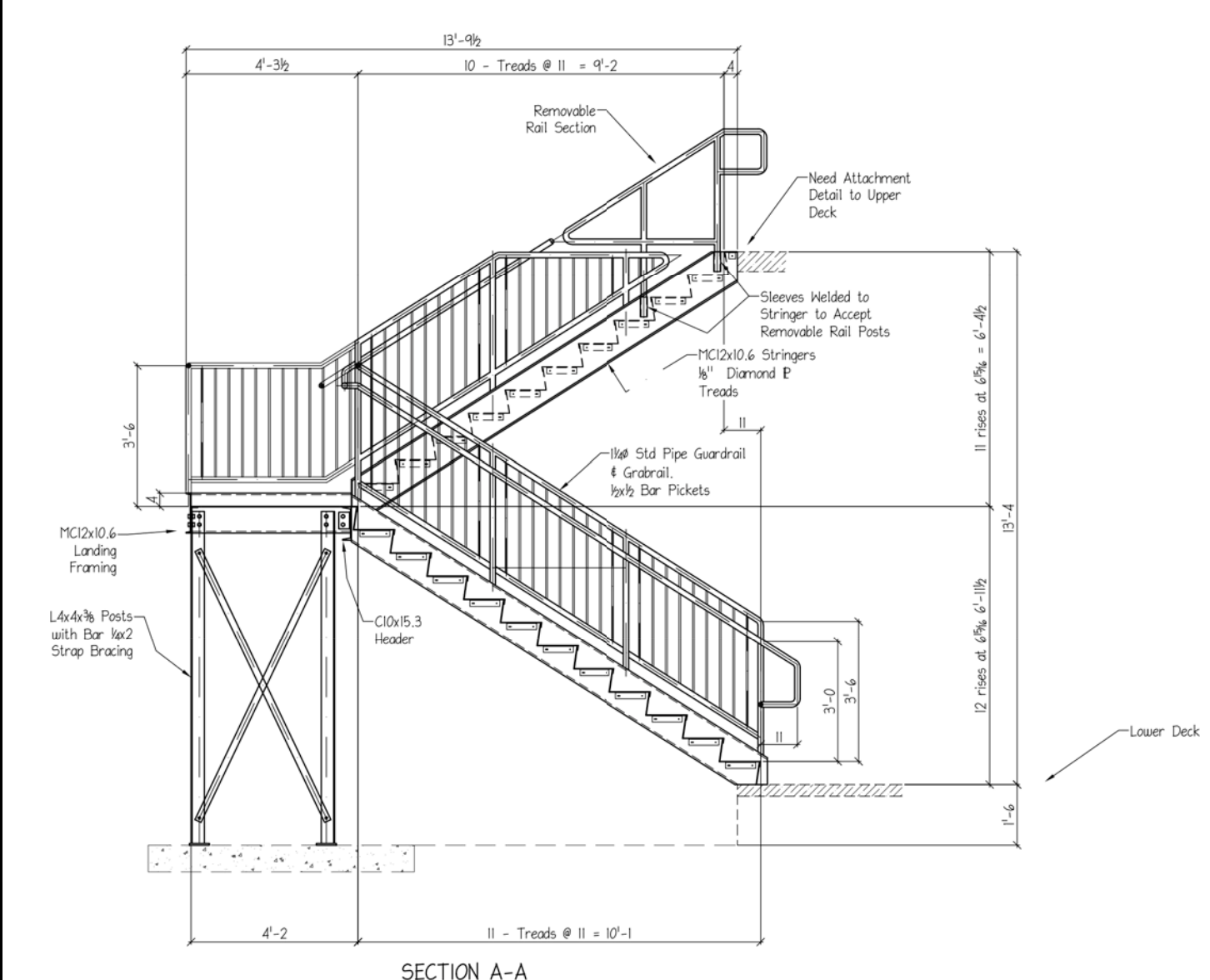
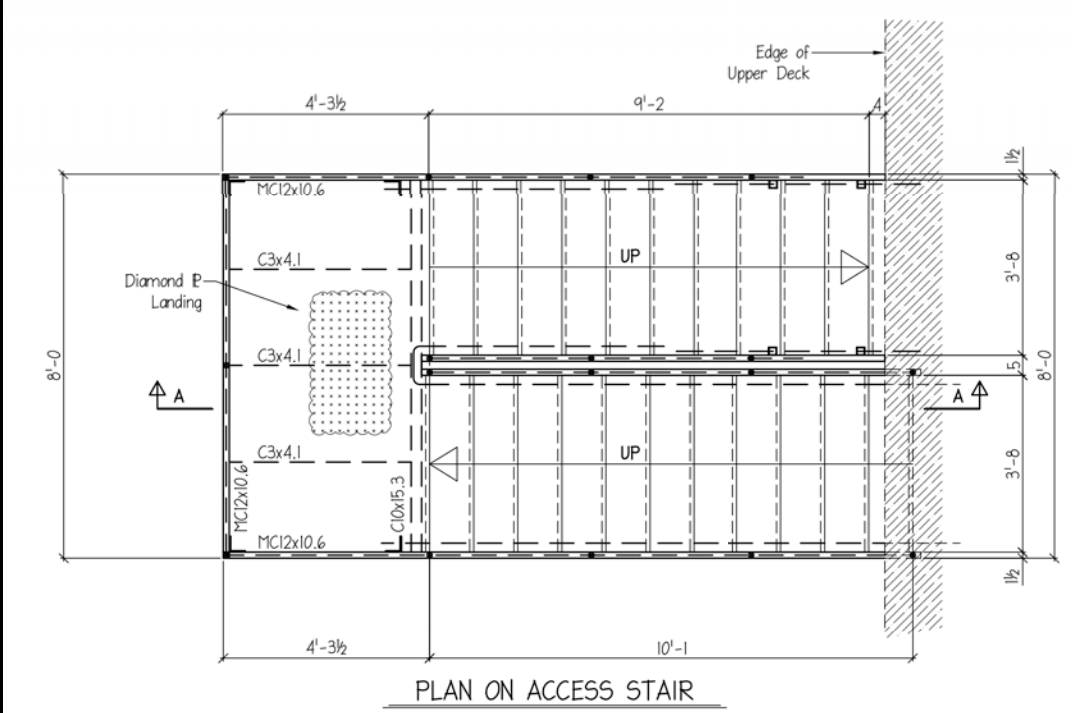


KEYNOTES

- 01 ADA APPROVED METAL STAIR WITH GUARDRAILS & HANDRAILS ON BOTH SIDES. GUARDRAILS & HANDRAILS ABOVE HELIDECK SHALL BE FOLD DOWN TYPE.
- 02 MAN DOOR - PER PLAN.
- 03 WINDOW - PER PLAN.
- 04 PAINTED CONTAINER CORRUGATION.

GENERAL NOTES

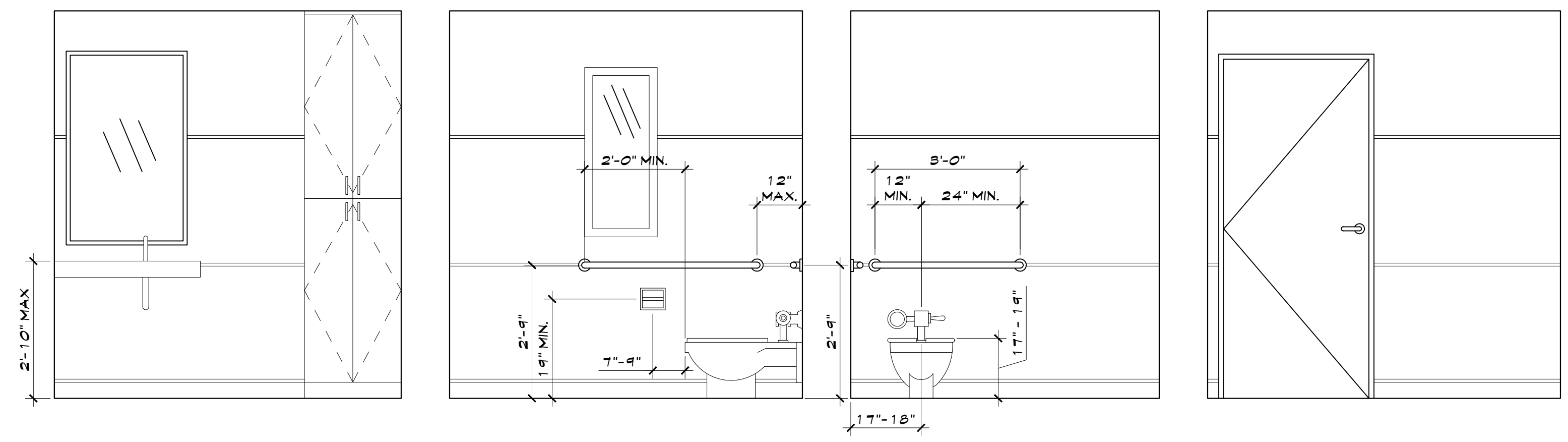
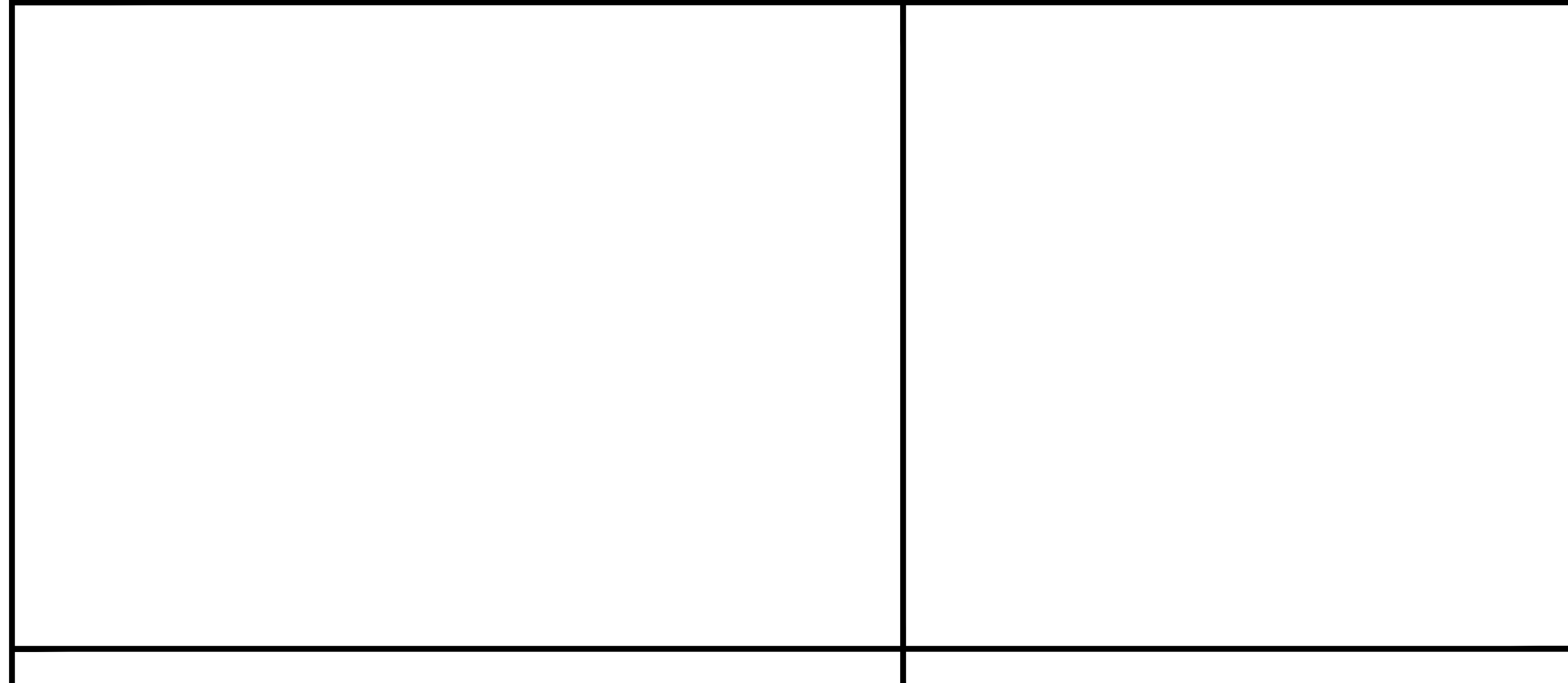
- 1. ALL GLASS USED IN PROJECT SHALL BE TEMPERED AND ANY EXPOSED EDGES SQUARE-POLISHED.
- 2. ALL CEILING AND WALL FINISHES THROUGHOUT SHALL HAVE A MINIMUM CLASS 'C' FLAME SPREAD CLASSIFICATION PER (CFC TABLE 803.9)
- 3. SEE SHEET 'A5' FOR DOOR & WINDOW SCHEDULES.



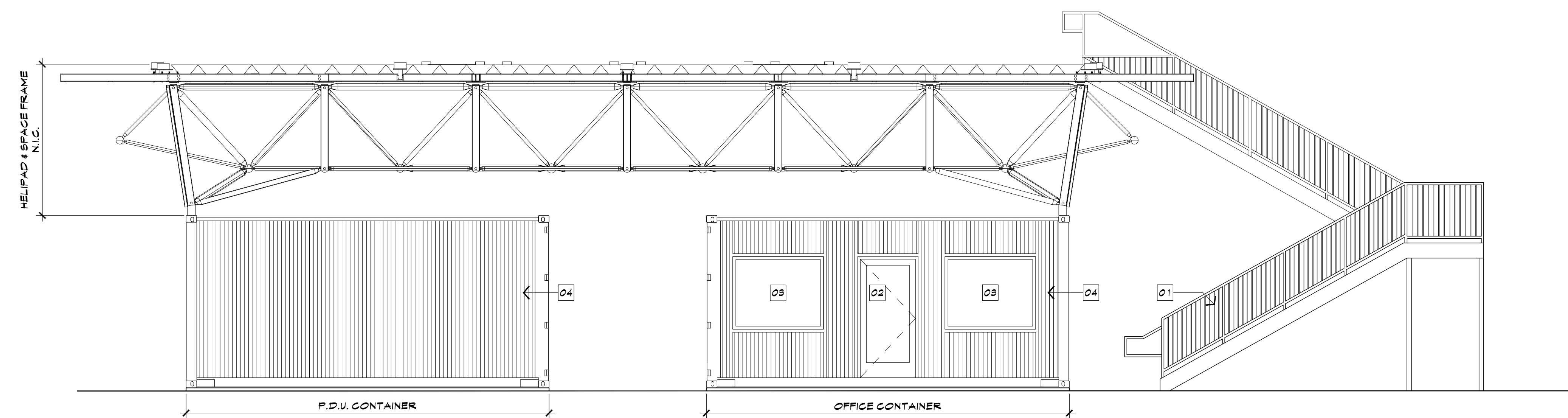
SCALE: 1/2" = 1'-0"

HELIPAD STAIR

SCALE: 1/4" = 1'-0"

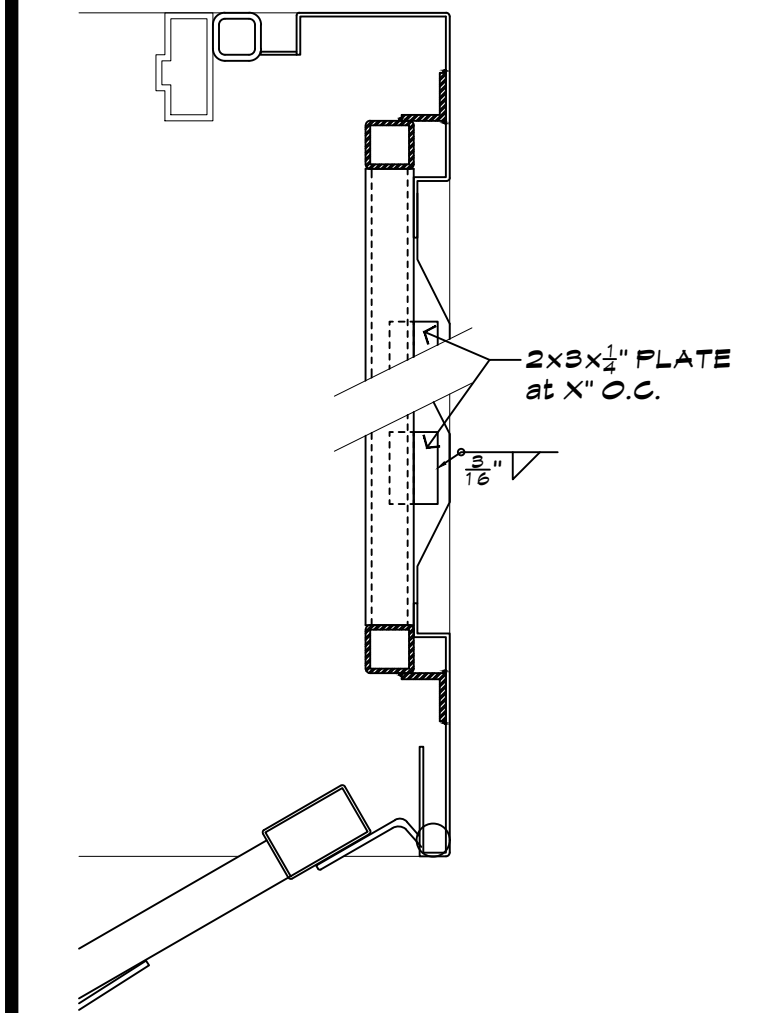


RESTROOM ELEVATIONS



EAST ELEVATION

SCALE: 1/4" = 1'-0"



X-BRACE PLAN

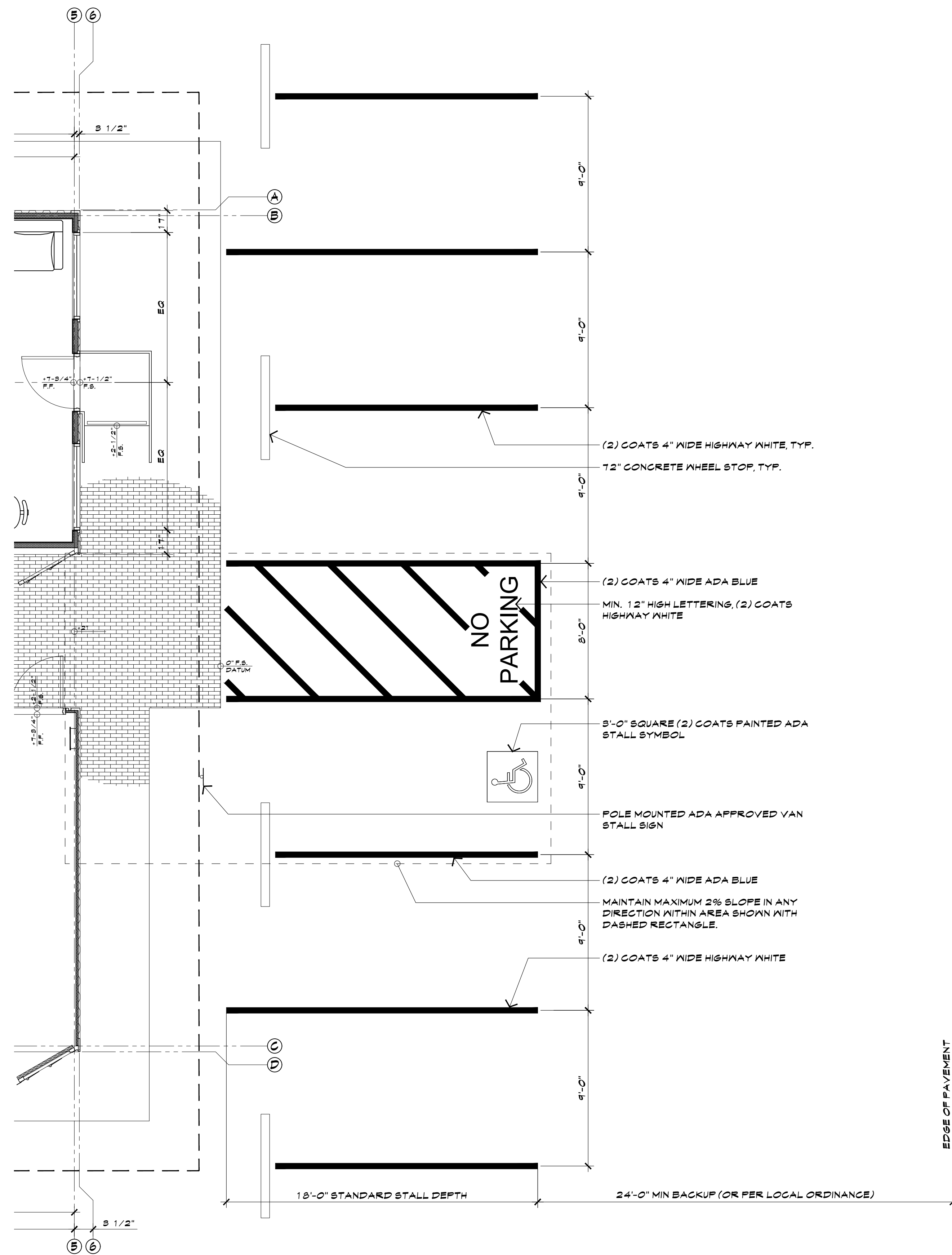
SCALE: 1-1/2" = 1'-0"

DATES
01/27/21

PROJECT NUMBER
20.455

SHEET TITLE
EAST
ELEVATION

SHEET NUMBER



PARKING AREA PLAN

SCALE: 1/4" = 1'-0"



DOOR SCHEDULE

DOOR		DOOR PROPERTIES						REMARKS	
I.D.	ROOM / USE	TYPE	WIDTH	HEIGHT	PANES	MATL.	FINISH		QUANT
A1	BRK / OFFICE	SW	3'-0"	6'-8"	2	MFG	MFG	3	DG, CLEAR TEMPERED SAFETY GLASS
A2	CONF ROOM	SGD	3'-0"	6'-8"	2	MFG	MFG	2	DG, CLEAR TEMPERED SAFETY GLASS
A3	RESTROOM	SW	3'-0"	6'-8"	-	MFG	MFG	2	MAPLE VENEER, SOLID CORE
A4	COND STOR	SW	3'-0"	6'-8"	-	MFG	MFG	2	INSULATED HOLLOW METAL

ABBREVIATIONS
 SW - HINGED SWING.
 SGD - SLIDING GLASS DOOR.
 MFG - MANUFACTURER FINISH
 DG - DUAL-GLAZED

GENERAL NOTES
 1. PROVIDE ADA SELF-CLOSER AT DOORS 'A1' & 'A3'.
 2. PROVIDE ADA HARDWARE & THRESHOLD AT DOORS 'A1', 'A4'.
 3. ALL HARDWARE SHALL BE LEVER TYPE SCHLAGE COMMERCIAL, KEYED ALIKE.
 4. ALL EXTERIOR DOORS SHALL BE FULLY WEATHER-STRIPPED.
 5. PROVIDE BUG SCREEN AT DOOR 'A2'.
 6. ALL DOORS & FRAMES SHALL BE BY: MARVIN DOORS & WINDOWS, INC.

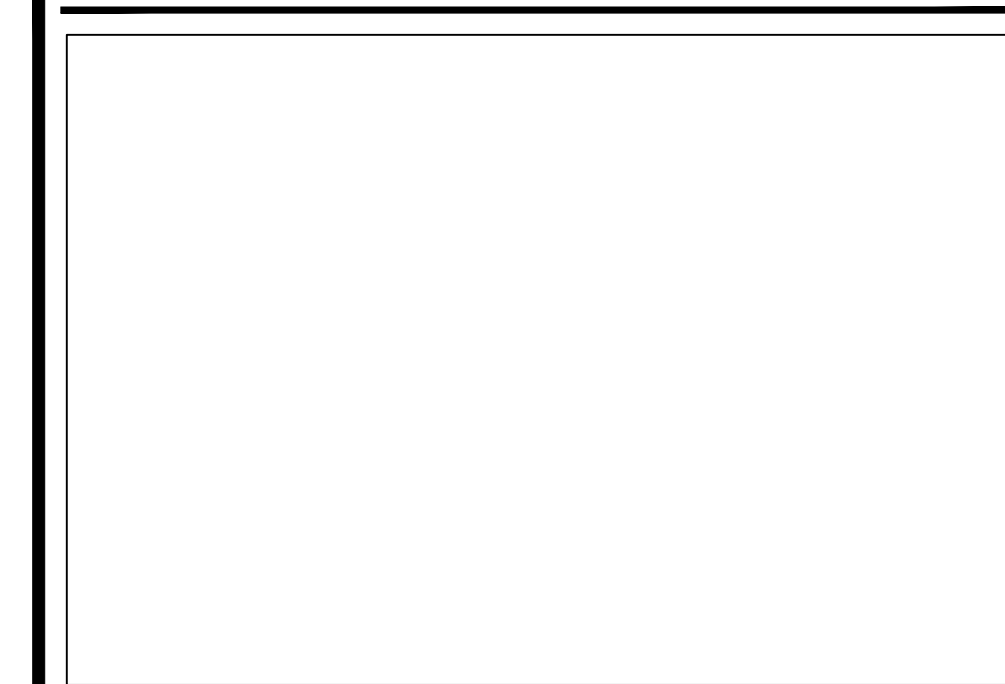
WINDOW SCHEDULE

WINDOW		WINDOW PROPERTIES						REMARKS	
I.D.	ROOM / USE	TYPE	WIDTH	HEIGHT	PANES	MATL.	FINISH		QUANT
AA	CONFERENCE	AW	6'-1"	4'-0"	2	MFG	MFG	2	
AB	CONFERENCE	FX	5'-3"	4'-0"	2	MFG	MFG	4	
AC	RESTROOM	AW	1'-6"	3'-0"	2	MFG	MFG	2	OBSCURE GLASS
DA	OFFICE	FX	3'-0"	4'-0"	2	MFG	MFG	3	

ABBREVIATIONS
 FX - FIXED
 AW - AWNING
 MFG - MANUFACTURER

GENERAL NOTES
 1. ALL GLAZING IN PROJECT SHALL BE DUAL-GLAZED SAFETY TEMPERED GLASS.
 2. WINDOWS & FRAMES SHALL BE MANUFACTURED BY: MARVIN DOORS & WINDOWS, INC.
 3. ALL OPERABLE WINDOWS SHALL HAVE BUG SCREENS.
 4. WIDTH & HEIGHTS SHOWN ARE ROUGH OPENING SIZES.

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PERFORMANCE REQMT'S

WINDOWS:
 DUAL PANE, NON-METAL FRAME
 U-FACTOR: 0.28, SHGC: 0.55
 VISIBLE LIGHT TRANSMITTANCE: 0.57

SLIDING GLASS & FRENCH DOORS:
 DUAL PANE, NON-METAL FRAME
 0.28 U-FACTOR, 0.55 SHGC
 VISIBLE LIGHT TRANSMITTANCE: 0.57

HVAC:
 SPLIT SYSTEM

WATER HEATER:
 ELECTRIC 'INSTA-HOT' UNDER SINKS
 95% ENERGY FACTOR
 99% RECOVERY EFFICIENCY

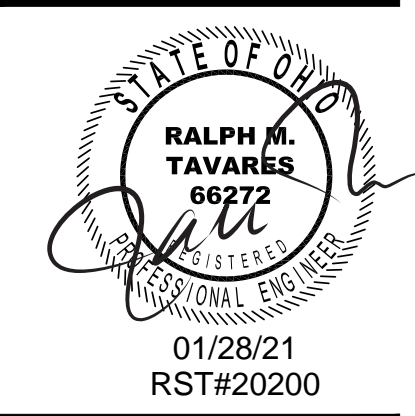
ALL WATER FIXTURES SHALL HAVE WATER-CONSERVING FLOW RATES NOT TO EXCEED THE FOLLOWING:
 a. FAUCETS: 1.2 GPM @ 60 PSI
 b. KITCHEN FAUCETS: 1.8 GPM @ 60 PSI
 c. WATER CLOSETS: 1.28 GAL PER FLUSH



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BETA TECHNOLOGIES
 CONTAINER / HELIPAD PROJECT
 1251 W. BLEE ROAD
 SPRINGFIELD, OH 45502

BBS MEMO

THE OHIO BUILDING CODES, BUILDING MATERIALS, AND SHIPPING CONTAINERS

The Ohio Board of Building Standards Industrialized Unit (IU) group frequently receives inquiries about the use of shipping containers as buildings or building components. A shipping container itself is of open construction (all components are visible in the finished product) and as such it is not within the scope of the IU program. However, if the container is modified off site, is of closed construction (assemblies with concealed components), and transported to the site of use, it falls within the scope of the IU program. Whether or not a shipping container is regulated as an IU, if it is modified with interior and exterior finishes, doors, windows, plumbing, or electrical fixtures, compliance with either the Ohio Building Code (OBC) or Residential Code of Ohio (RCO) is required depending on how it will be used.

Therefore, information is required to be provided on construction documents that indicates that the materials used in its construction comply with the applicable OBC referenced standards for metal materials used in a steel framed structure. As with any steel building component, designers must show evidence that a steel building or steel building components will be designed and fabricated according to the referenced standards listed in OBC Chapter 22 for steel building materials. This system of standards compliance is the same used to determine compliance for all Ohio-based IU steel building manufacturers. Consequently, designers cannot overlook this when owners are considering using steel shipping containers from unapproved or unknown sources as building components. Compliance can be accomplished one of three ways:

- Documentation submitted showing compliance with the appropriate material standards;
- Alternative engineered design submittals and technical data per OBC Section 106.5; or
- Designed with strict adherence to the "Conditions of Use" of evaluation reports per OBC Section 114.3.2, by a listed conformity assessment body. (Currently, the Board is aware of the following evaluation reports for shipping containers from ICC-ES which are limited to intact non-retrofitted containers:
 - ESR-3764 for SG Blocks, Inc.
 - ESR-4082 for Sea Box Inc.
 - ESR-4163 for Falcon Structures.)

It appears then that, for most shipping containers manufactured outside the U.S. with no evaluation report, the only way to accept them as structural building materials is to have metal samples from each component type within each container tested and have the welds evaluated by an Ohio recognized conformity assessment body or, when used as an alternative engineered design, have each retrofitted steel container subjected to OBC Chapter 17 testing procedures (refer to OBC Sections 1713 - 1715).

Finally, when reviewing shipping containers for compliance with the codes, particular attention should be given to the following:

- The wood floor decks in shipping containers are treated with highly toxic insecticides and are difficult to remove without damaging the base structural materials; and
- Metal quality and strength has a great range of values - approximately 20,000 to 70,000 kips/sq. in. The designer wishing to use shipping containers must provide data documenting what the materials used are in order to determine that they will be used in compliance with the codes.

Objective identification of materials that are manufactured, tested, and listed in compliance with consensus standards protects the building owner regarding material suitability, sustainability, and consistency of construction as well as provides a level competitive playing field for all current listed and compliant material providers. This material identification system used in Ohio and the U.S. ultimately reduces the costs of materials, provides uniformity, and assures safety in the built environment.

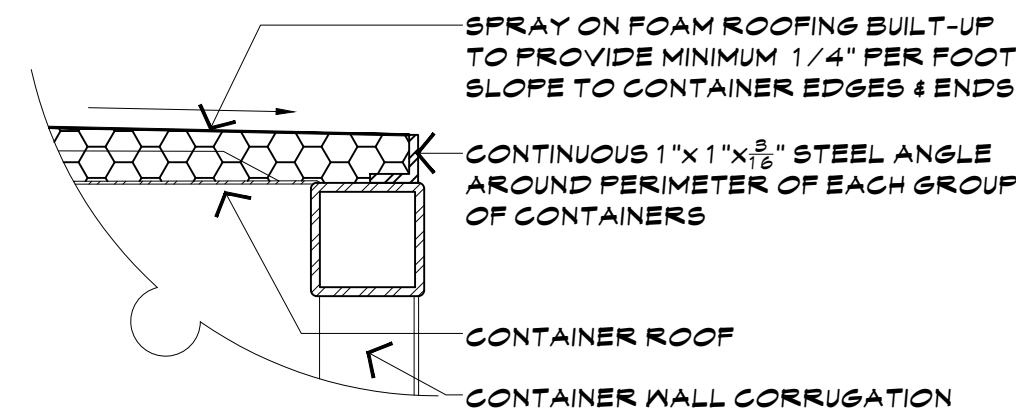
Revised March 2019

DATES
 01/27/21

PROJECT NUMBER
 20.455

SHEET TITLE
 DOORS/WINDOWS
 PARKING AREA PLAN

SHEET NUMBER



ROOFING SPECIFICATION

SPRAY ON ROOFING FOAM:
 CARLISLE ROOF FOAM
 Form SEAL 90
 INSTALL PER MANUFACTURER'S INSTRUCTIONS
 www.carlisleRFG.com
 ASTM E84 / UL 1256
 OR APPROVED EQUAL

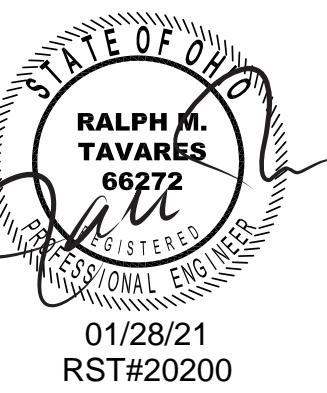
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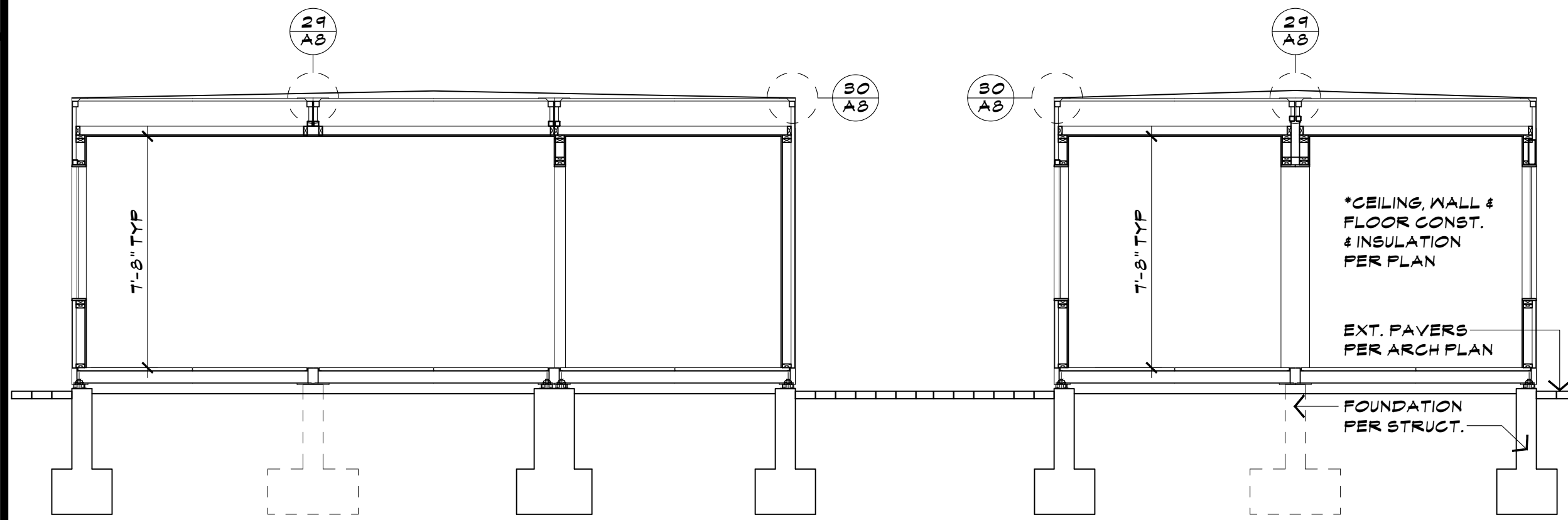
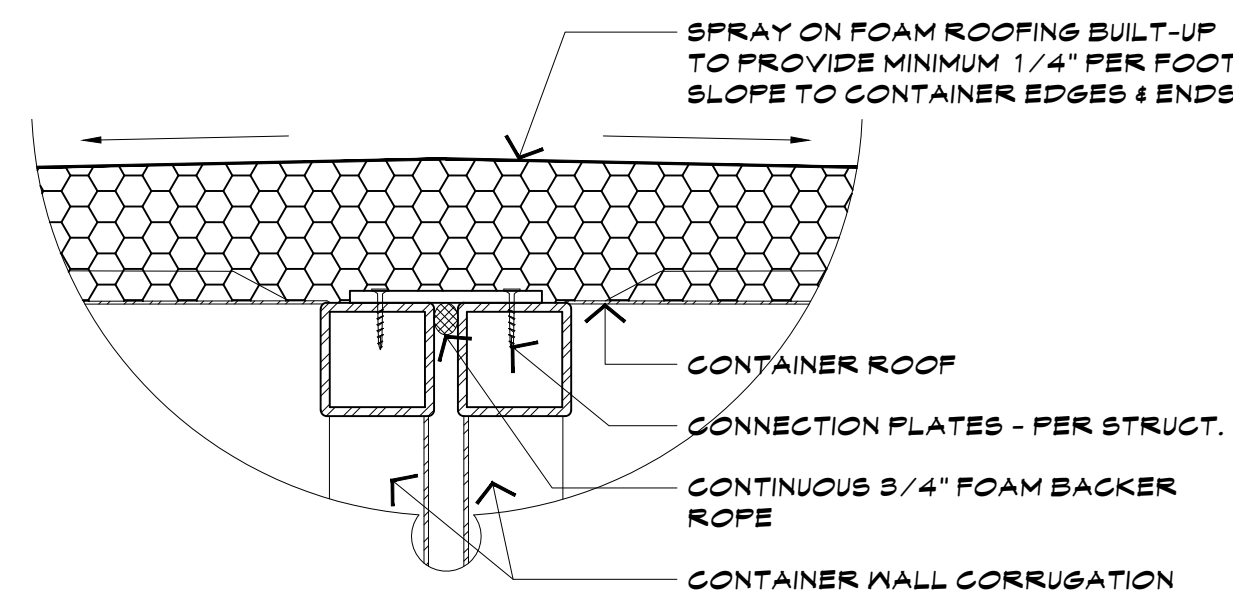


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30 ROOF PERIMETER

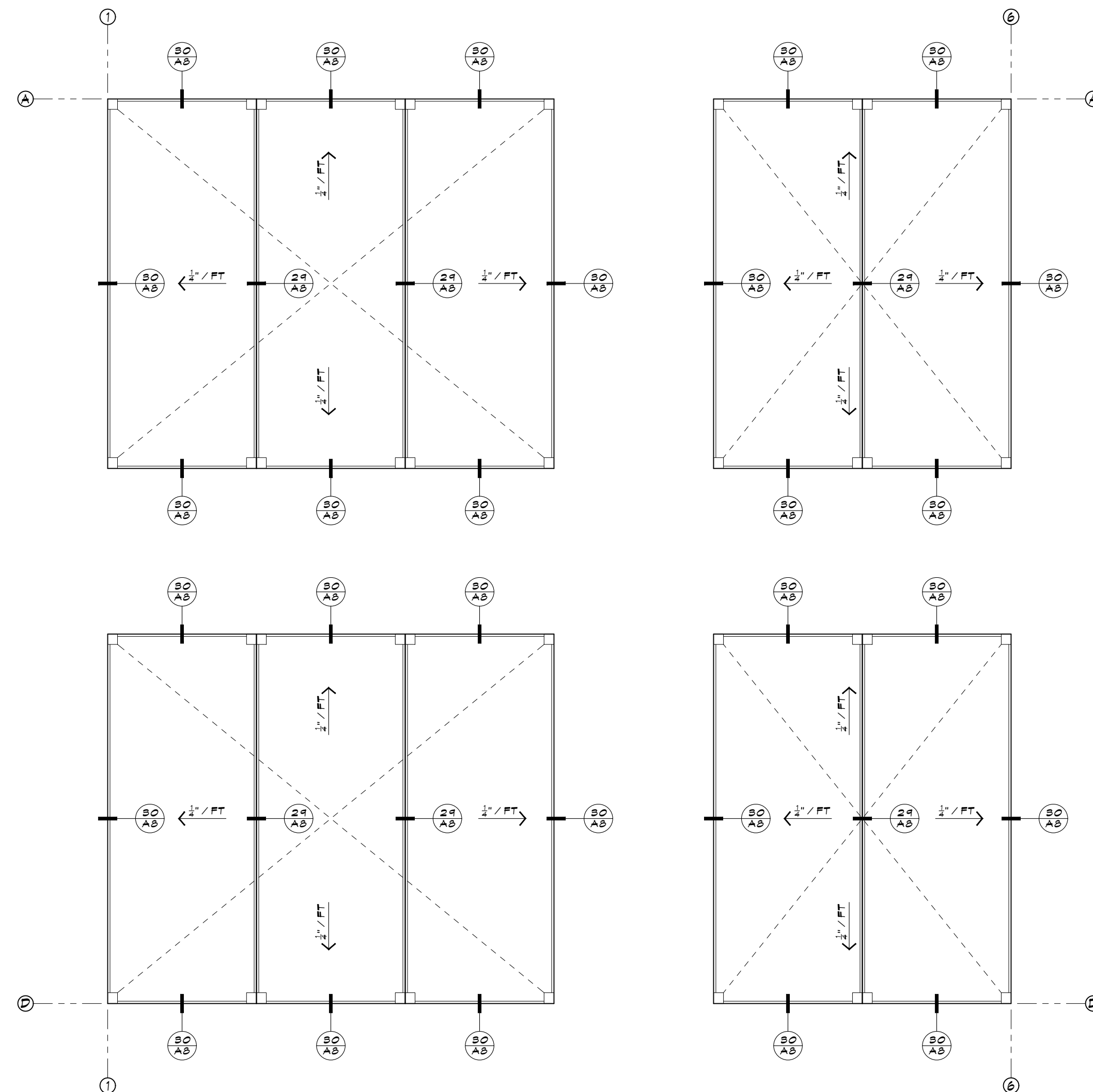
SCALE: 3/8" = 1'-0"



SCALE: 1/4" = 1'-0"

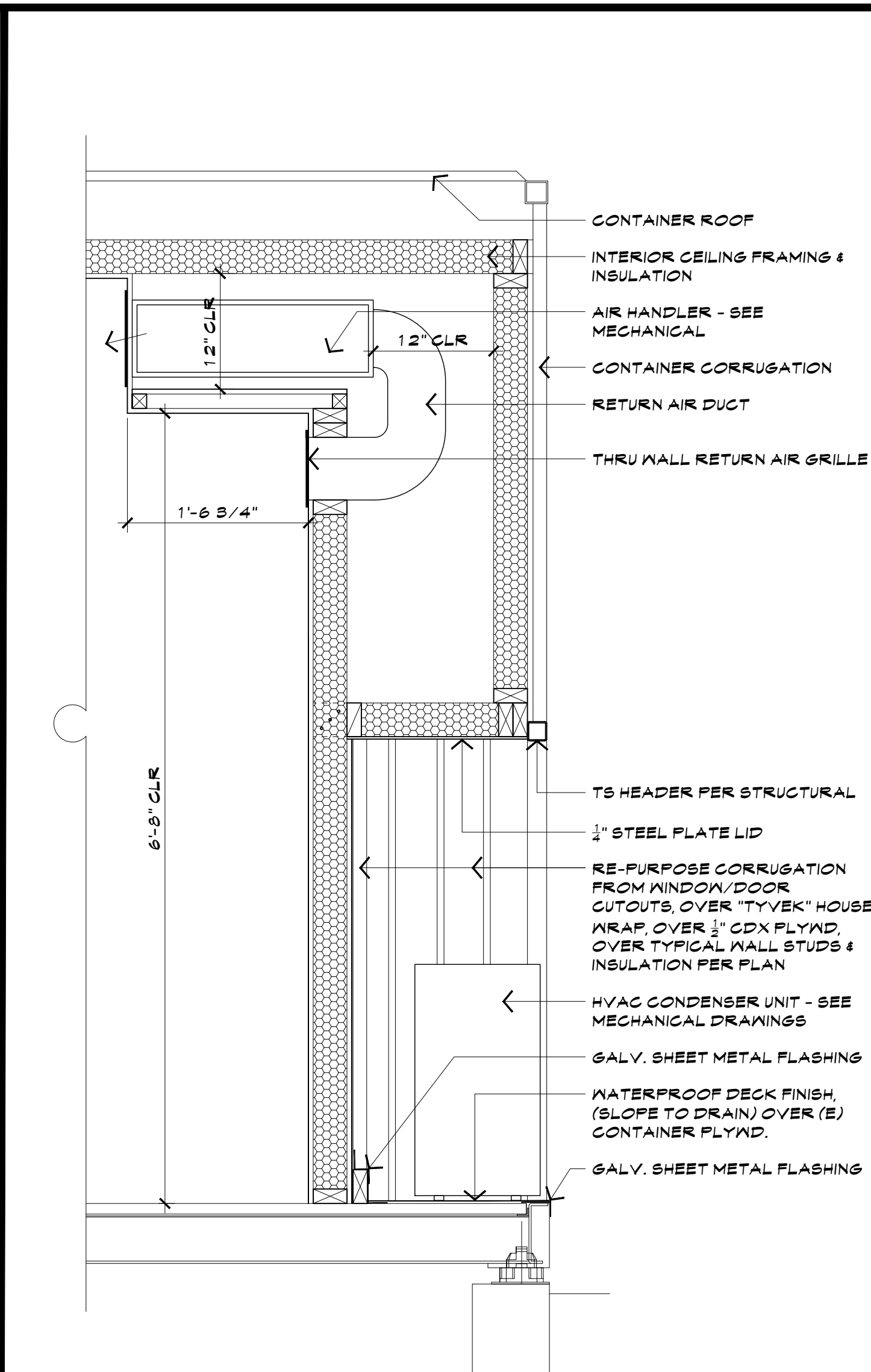
29 ROOF JOINT

SCALE: 3/8" = 1'-0"



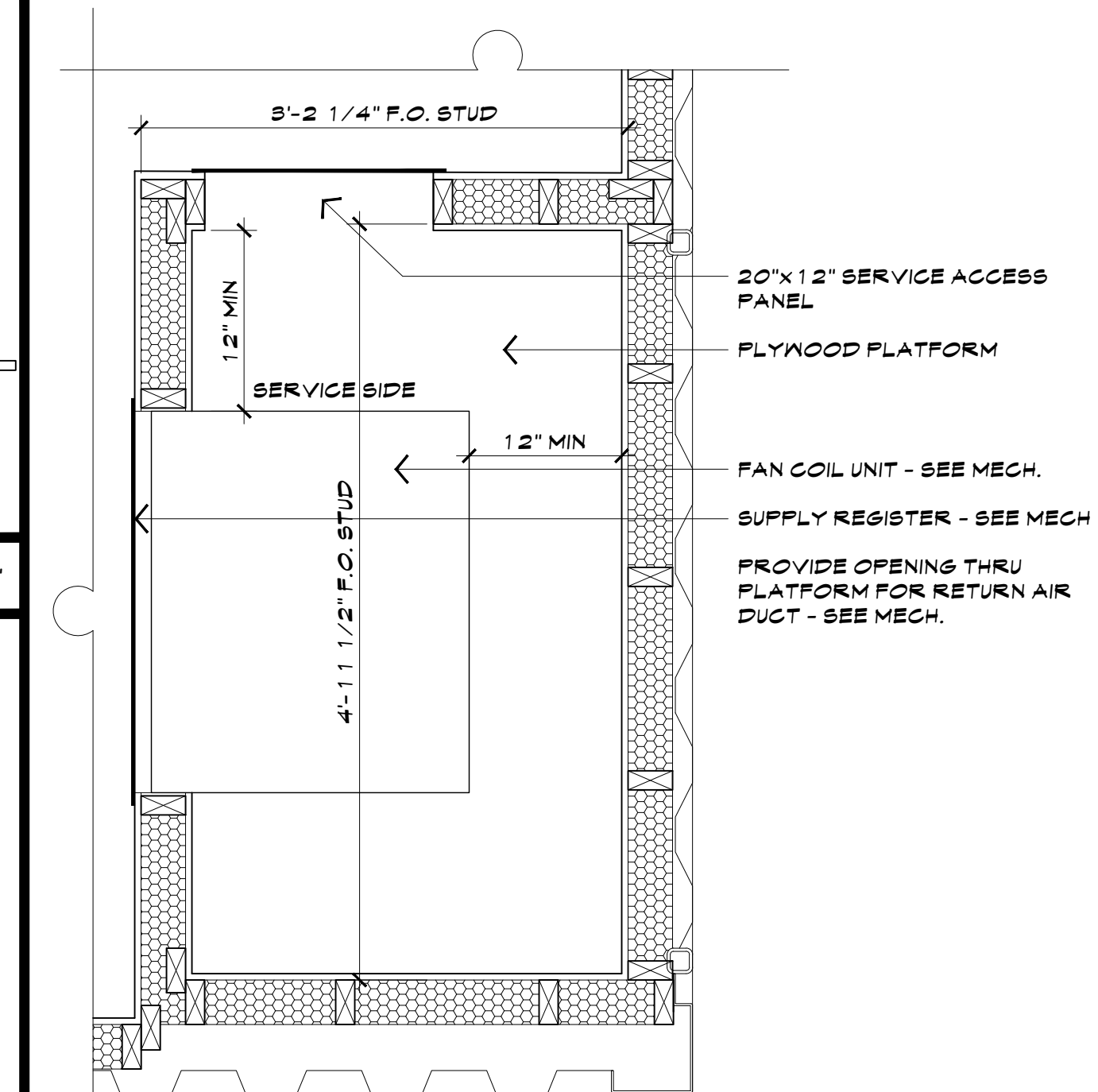
SCALE: 3/16" = 1'-0"

ROOF PLAN

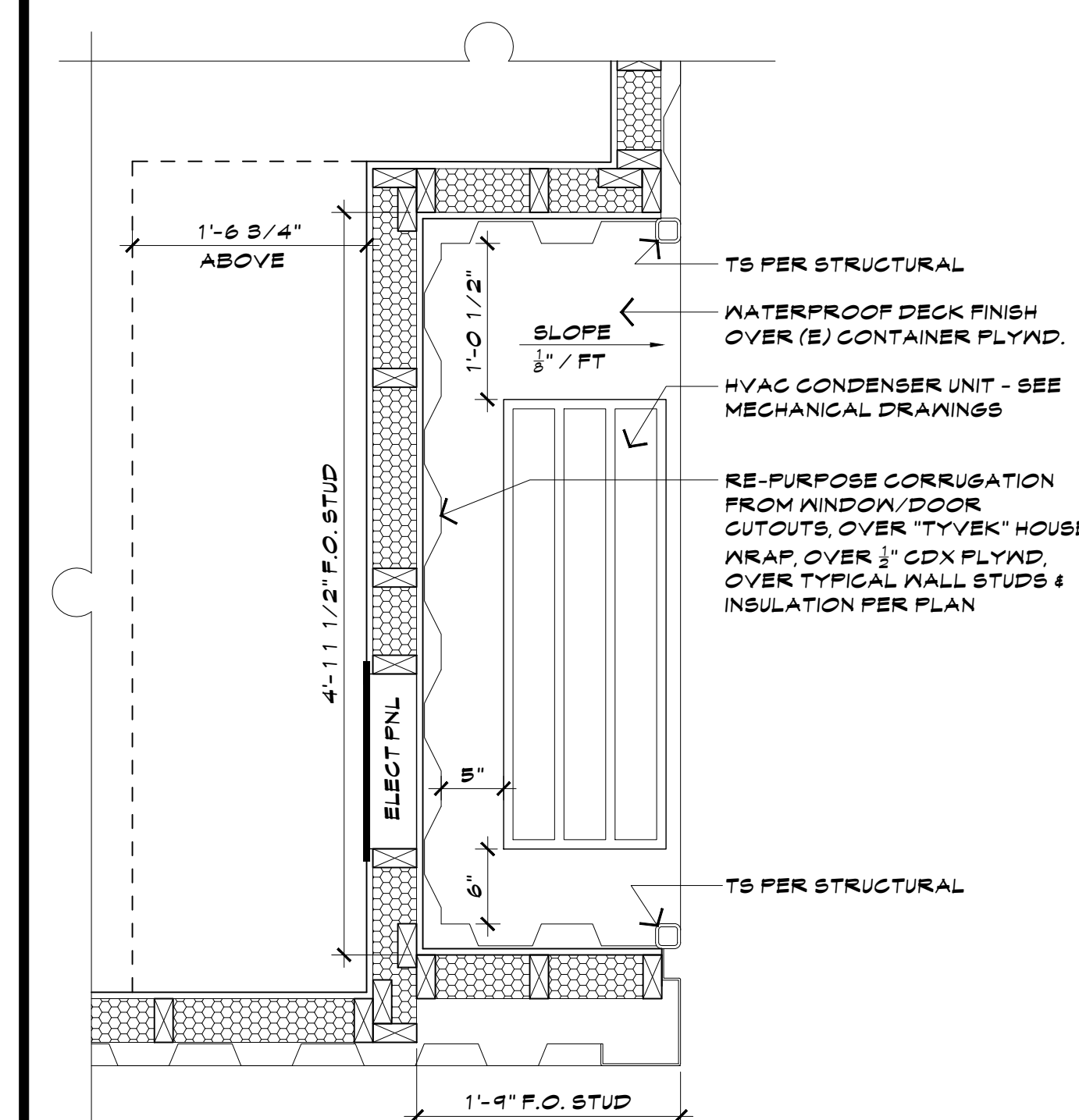


SCALE: 1" = 1'-0"

11 CONDENSER RECESS SECTION



UPPER LEVEL PLAN



FLOOR LEVEL PLAN

01 CONDENSER RECESS PLANS

SCALE: 1" = 1'-0"

BETA TECHNOLOGIES

CONTAINER / HELIPAD PROJECT
 1251 W. BLEE ROAD
 SPRINGFIELD, OH 45502

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SHEET TITLE
 DETAILS

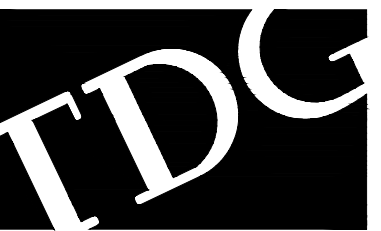
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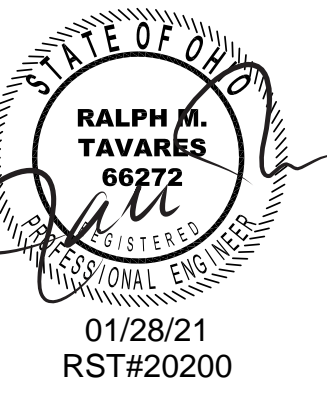


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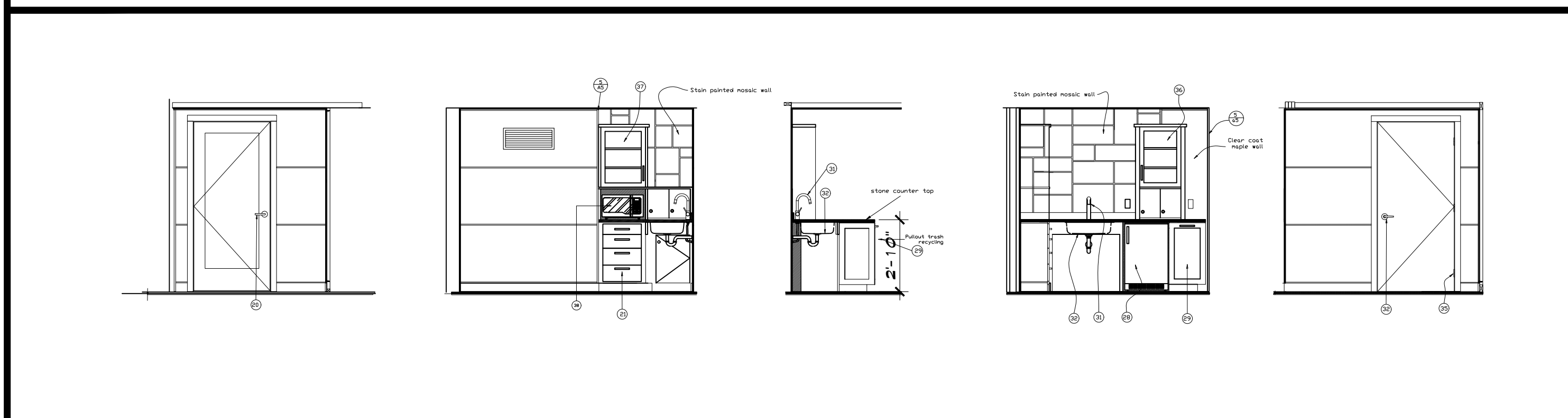
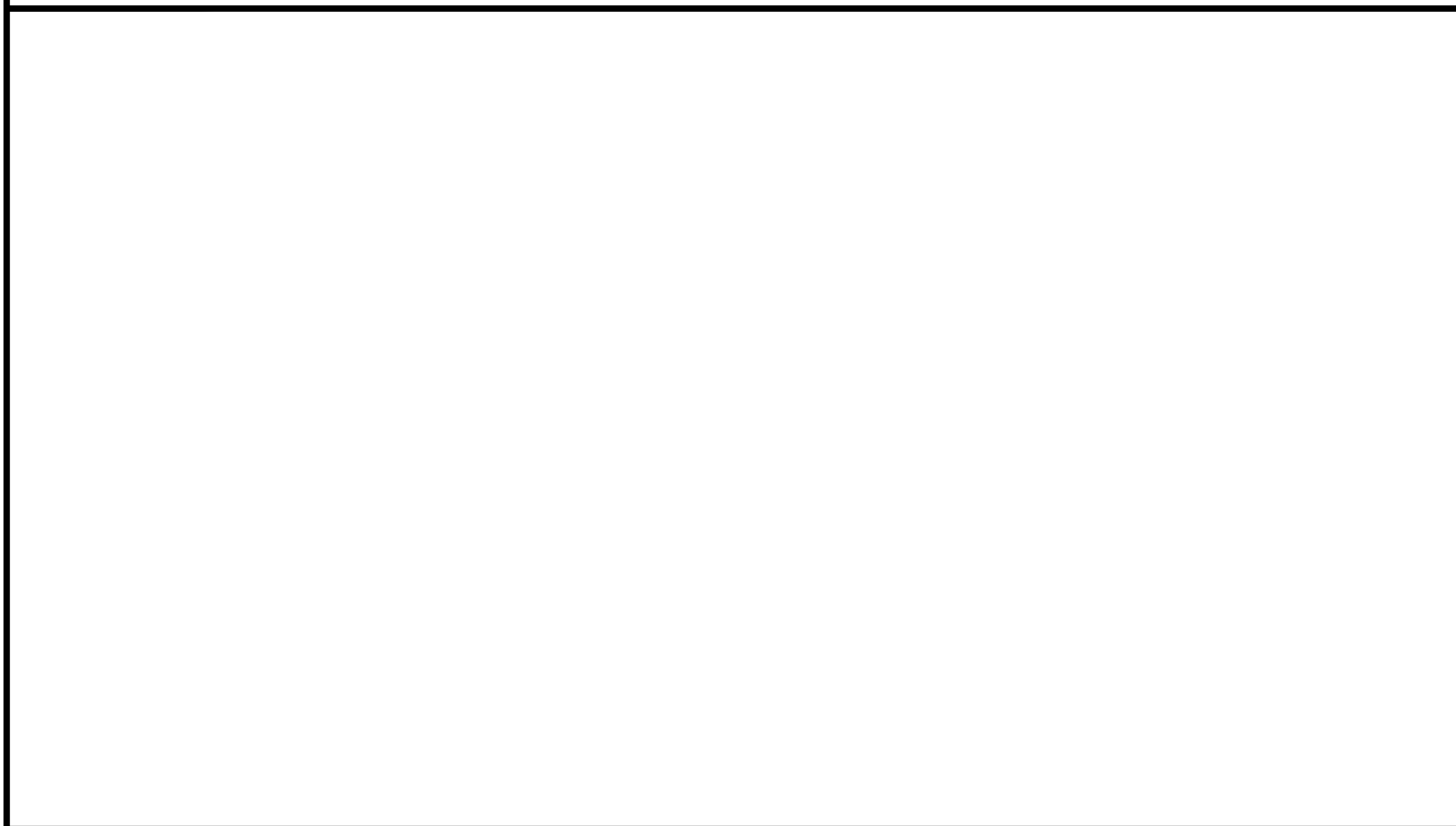
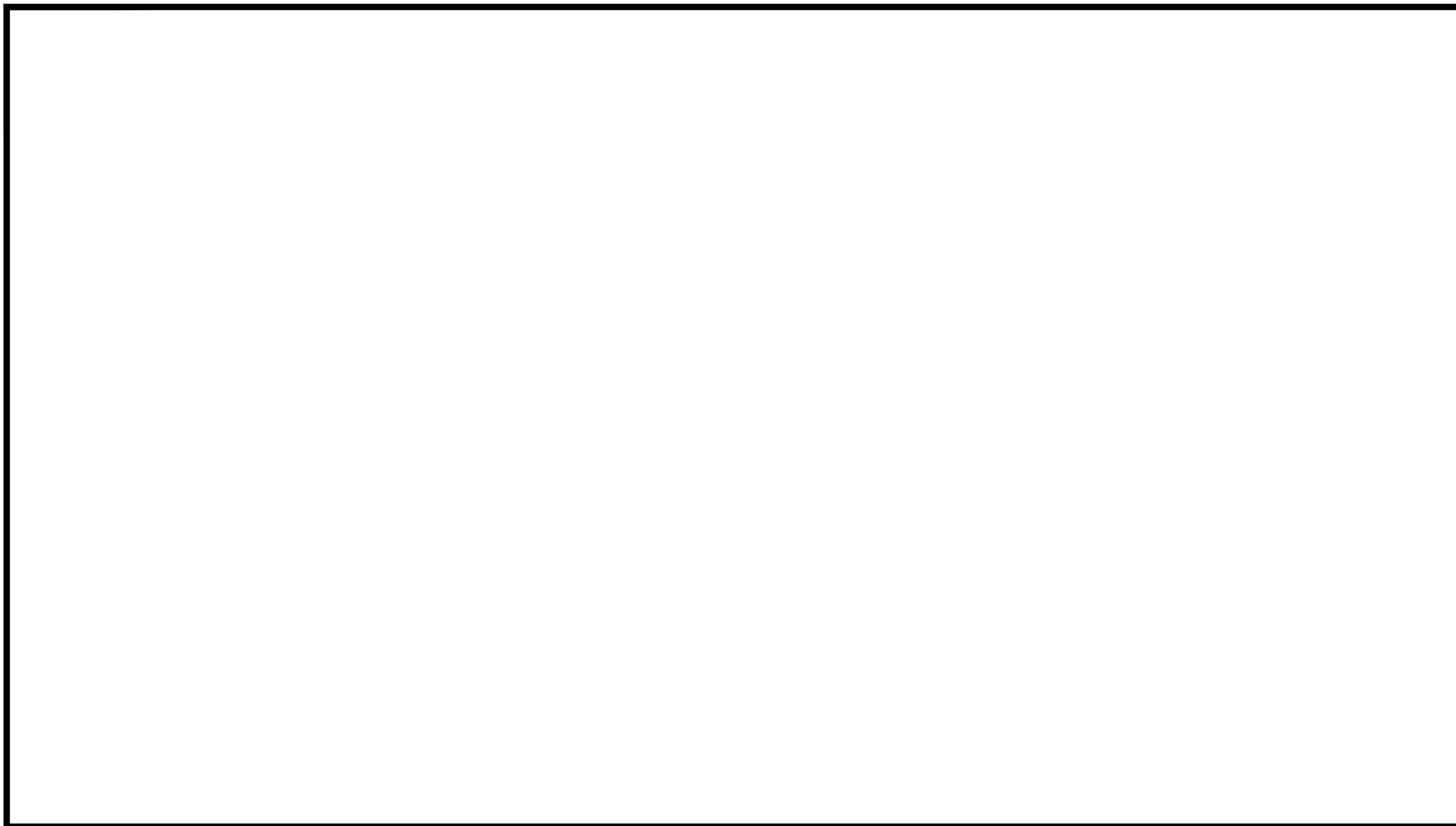
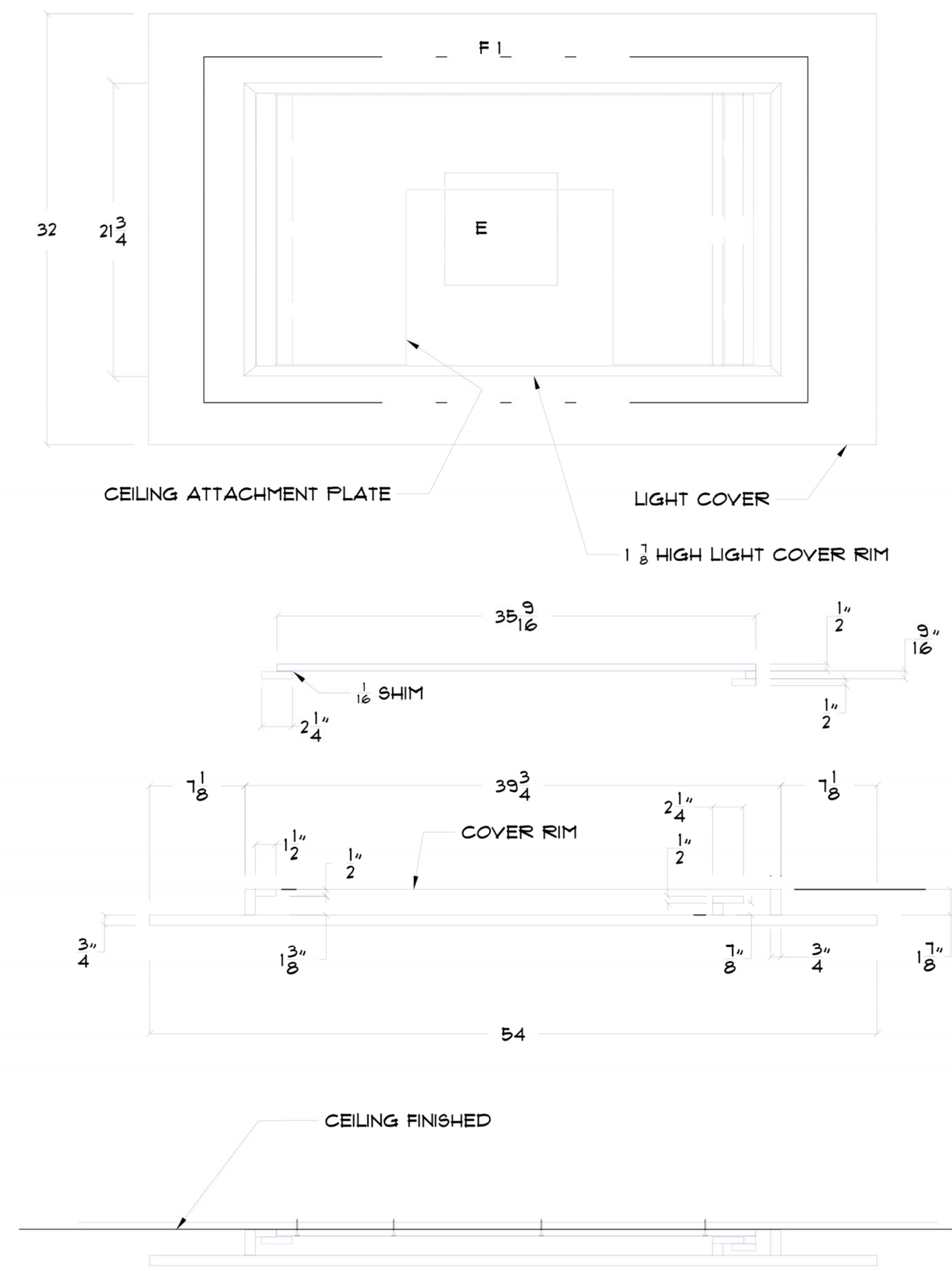
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DATES
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PROJECT NUMBER
20.455

SHEET TITLE
DETAILS

SHEET NUMBER



26 INTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

ELEVATION KEYNOTES

01 CEILING LIGHT FIXTURE

SCALE: NTS

GENERAL NOTES

- 1. VERIFY ALL STEEL SIZES WITH STRUCTURAL DRAWINGS.
- 2. LAYOUT ALL OPENINGS PRIOR TO STARTING ANY CUTTING & COORDINATE WITH THE ACTUAL WINDOWS & DOORS TO BE INSTALLED IN THE PROJECT. NOTIFY ARCHITECT OF ANY DISCREPANCIES and/or ISSUES.
- 3. SEE ROUGH OPENING ELEVATIONS ON SHEET RO2.

TS - TUBE STEEL
R.O. - ROUGH OPENING
REV - REVERSE VIEW



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BETA TECHNOLOGIES
CONTAINER / HELIPAD PROJECT
ROUGH OPENING DRAWINGS

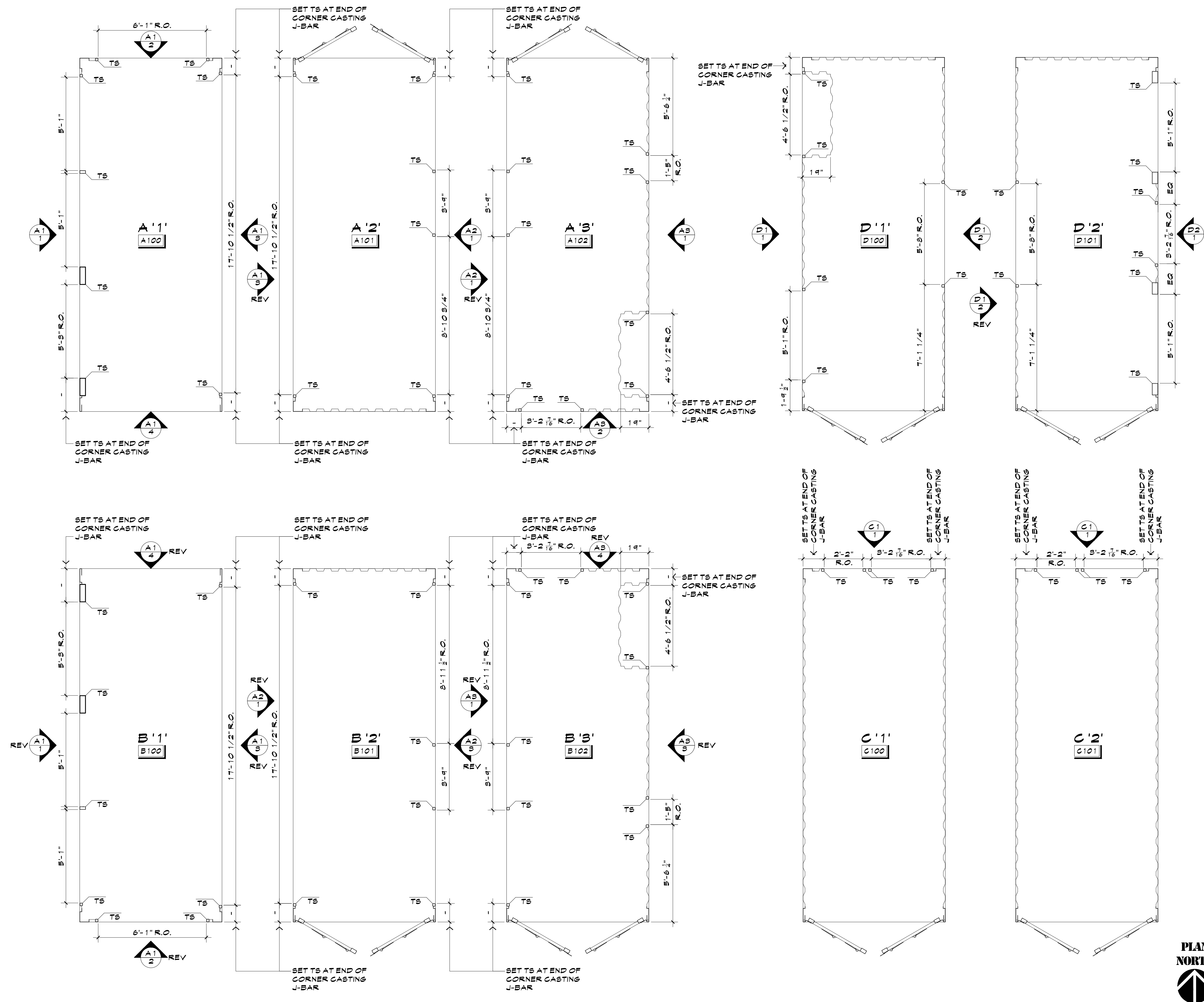
DATES
01/27/21

PROJECT NUMBER
20.455

SHEET TITLE
ROUGH OPENINGS
PLAN

SHEET NUMBER

RO1



ROUGH OPENINGS PLAN

SCALE: 3/8" = 1'-0"



GENERAL NOTES

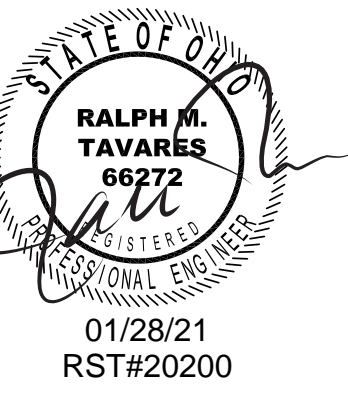
1. VERIFY ALL STEEL SIZES WITH STRUCTURAL DRAWINGS.
 2. LAYOUT ALL OPENINGS PRIOR TO STARTING ANY CUTTING & COORDINATE WITH THE ACTUAL WINDOWS & DOORS TO BE INSTALLED IN THE PROJECT. NOTIFY ARCHITECT OF ANY DISCREPANCIES and/or ISSUES.
- TS = TUBE STEEL
 R.O. = ROUGH OPENING
 X = REMOVE CORRUGATION



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 mark@turpindgi.com
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BETA TECHNOLOGIES
 CONTAINER / HELIPAD PROJECT
 ROUGH OPENING DRAWINGS

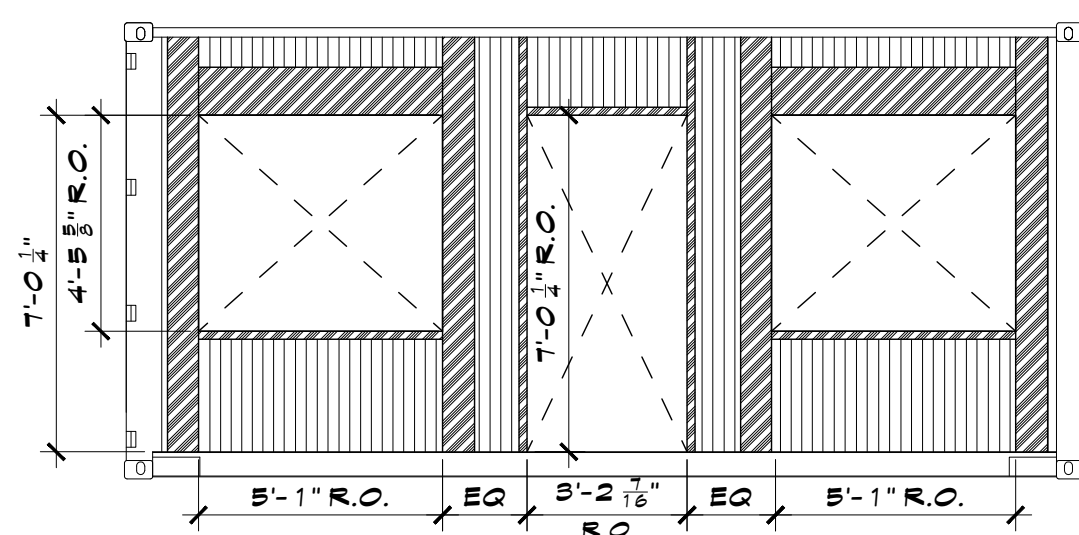
DATES
 01/27/21

PROJECT NUMBER
 20.455

SHEET TITLE
 ROUGH OPENINGS
 ELEVATIONS

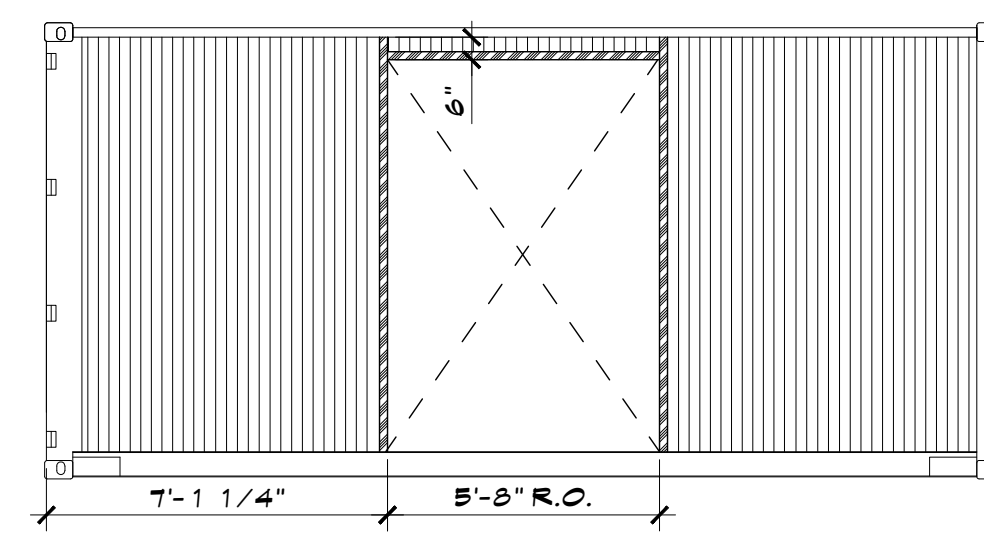
SHEET NUMBER

R02



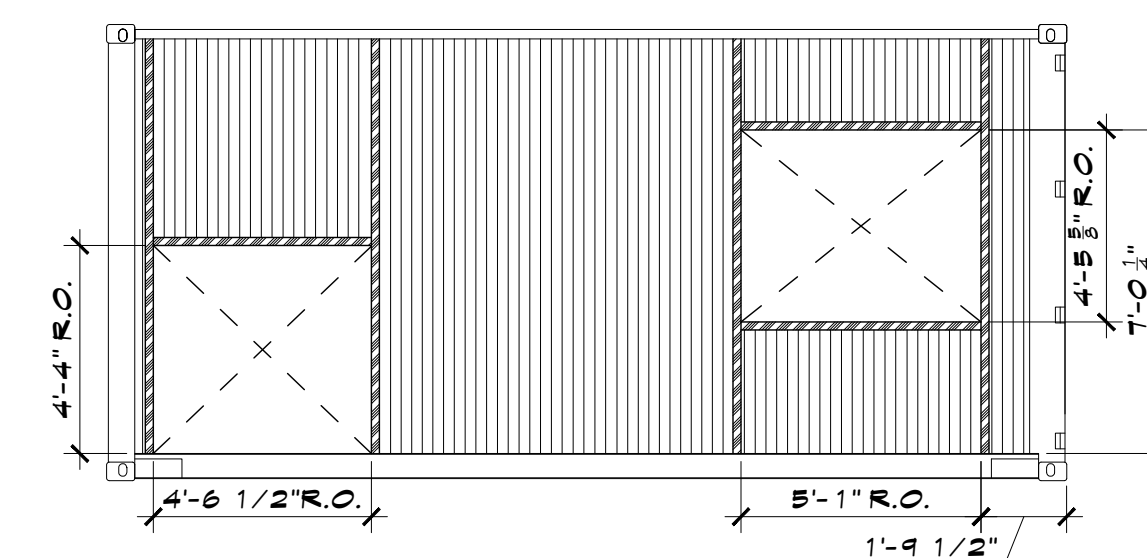
D2 / 1

SCALE: 1/4" = 1'-0"



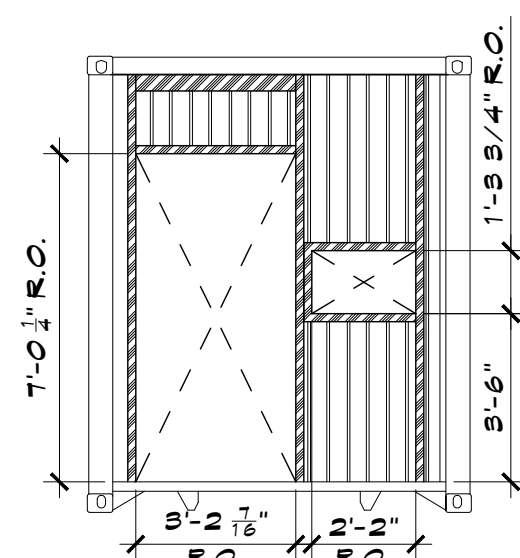
D1 / 2

SCALE: 1/4" = 1'-0"



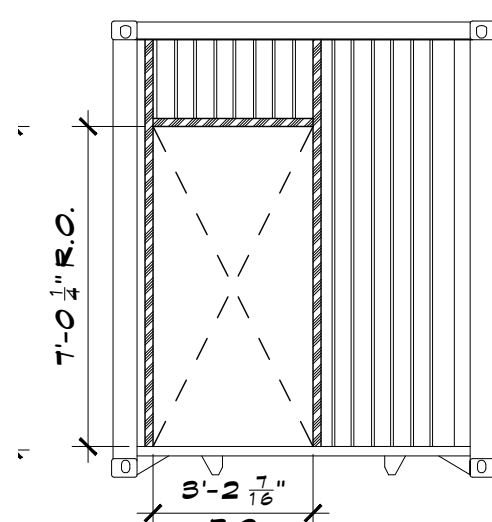
D1 / 1

SCALE: 1/4" = 1'-0"



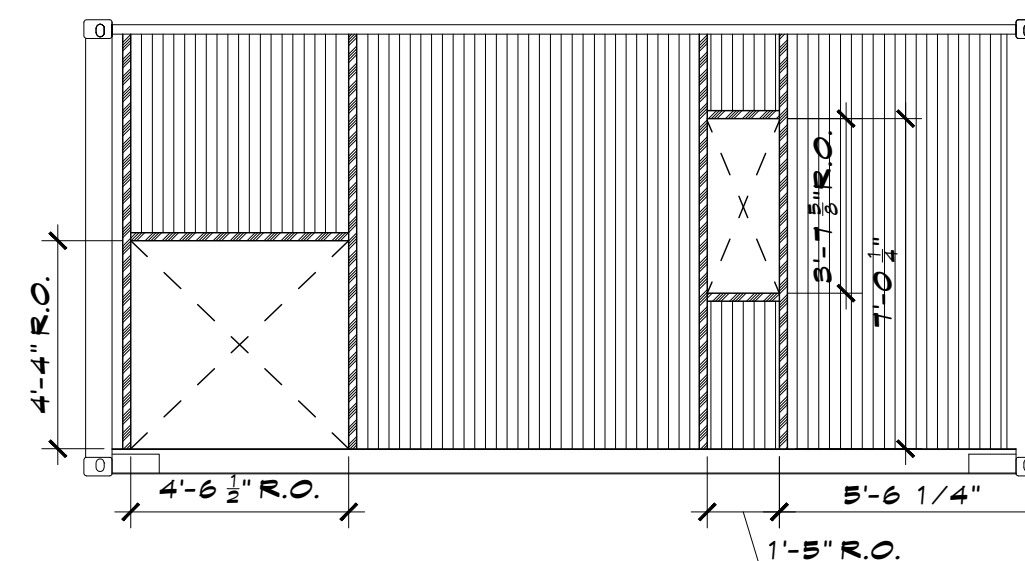
C1 / 1

SCALE: 1/4" = 1'-0"



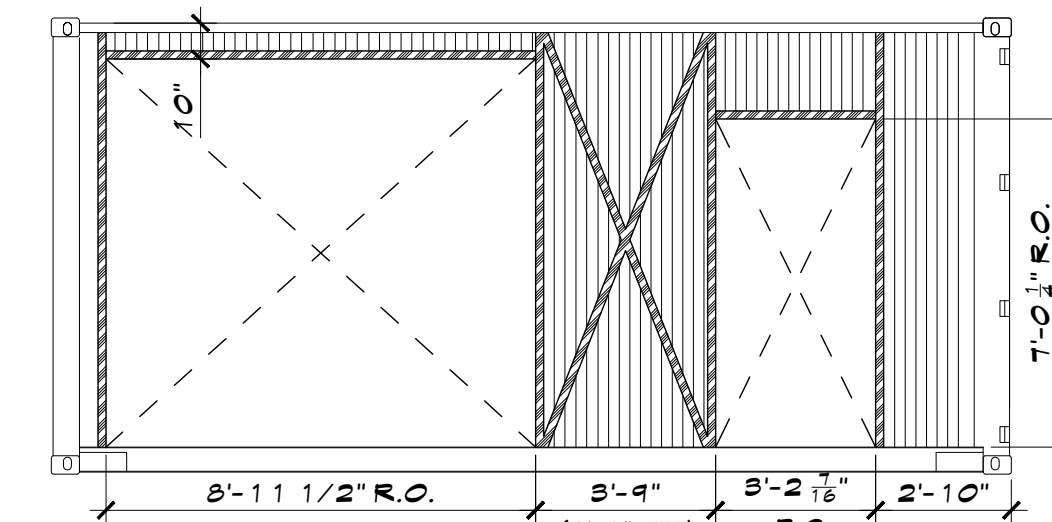
A3 / 2

SCALE: 1/4" = 1'-0"



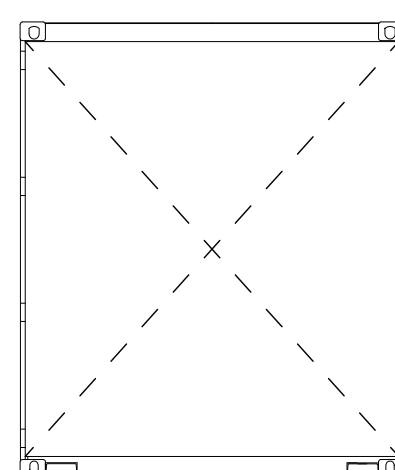
A3 / 1

SCALE: 1/4" = 1'-0"



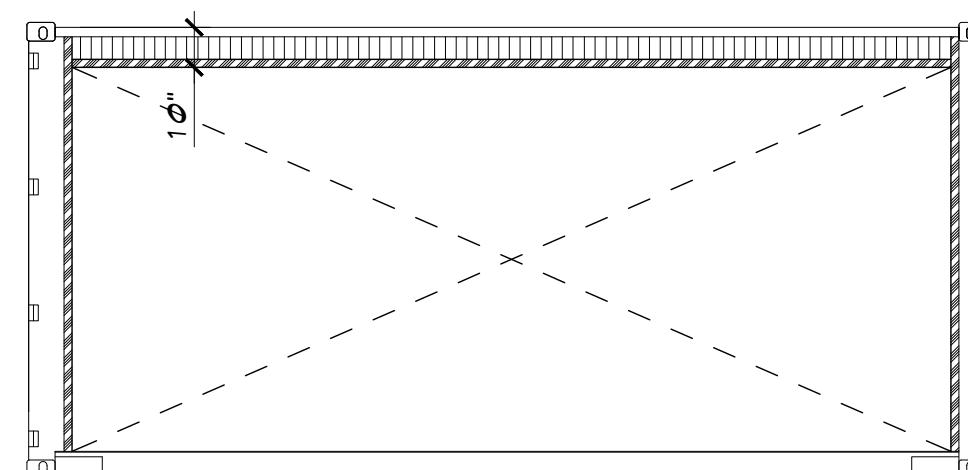
A2 / 1

SCALE: 1/4" = 1'-0"



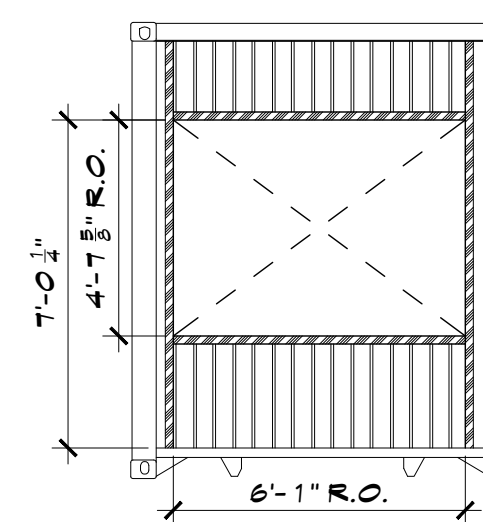
A1 / 4

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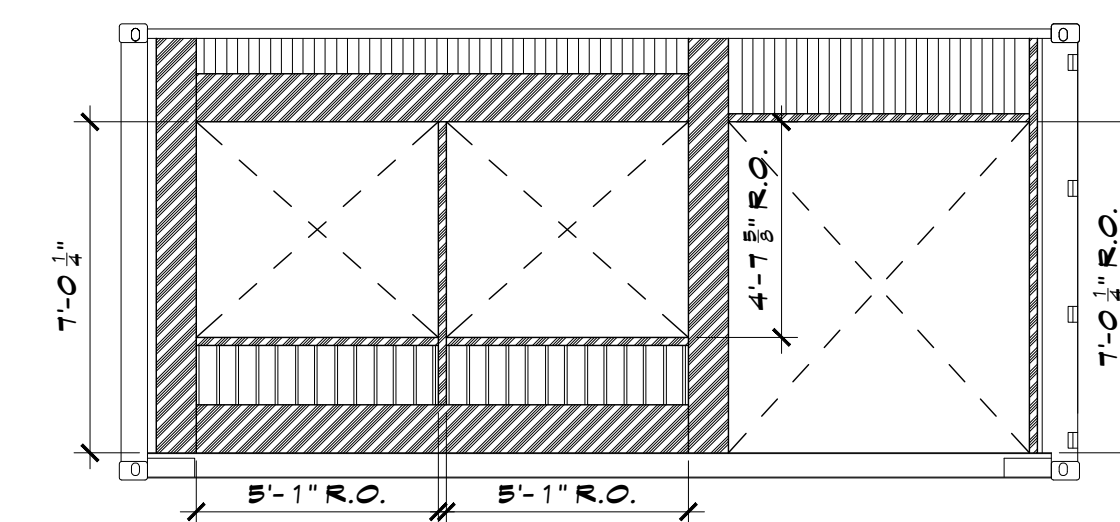
A1 / 3

SCALE: 1/4" = 1'-0"



A1 / 2

SCALE: 1/4" = 1'-0"



A1 / 1

SCALE: 1/4" = 1'-0"

BETA TECHNOLOGIES FLIGHT SIMULATOR

SPRINGFIELD, OHIO

AN I.U. CEASES TO BE AN I.U. AFTER IT OBTAINS ITS FIRST OCCUPANCY. IF IT IS MOVED ITS DESIGN AND CONSTRUCTION SHALL BE EVALUATED BY THE LOCAL BUILDING OFFICIAL HAVING JURISDICTION AT ITS DESTINATION AS A MOVED STRUCTURE PER OBC SECTION 3.4.1.0.

PER OBC SECTION 113.7 THE MANUFACTURER IS RESPONSIBLE OVER ALL WORK COMPLETED AT THE FACTORY UNTIL THE UNIT(S) ARE APPROVED FOR FIRST OCCUPANCY & SHALL RECTIFY ANY DEVIATIONS FROM THE APPROVED CONSTRUCTION DOCUMENTS FOUND EITHER IN THE FIELD OR AT THE PLACE OF MANUFACTURE.



BETA TECHNOLOGIES-FLIGHT SIMULATOR
SPRINGFIELD, OHIO

OWNER

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RYAN.R@PEARSONANDASSOCIATES.COM

STRUCTURAL DESIGN CRITERIA

1. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION

2. CONTAINER DRAWINGS AND SPECIFICATIONS FROM CONTAINER SUPPLIER HAVE BEEN REVIEWED AND ACCEPTED FOR STRUCTURAL CONFORMANCE TO THE OHIO BUILDING CODE FOR GRAVITY (DEAD LOAD, LIVE LOAD, AND SNOW LOAD) AND LATERAL (WIND LOAD, AND SEISMIC LOAD). REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

DESIGN CRITERIA

DESIGN LOADS IN ACCORDANCE WITH THE 2017 OHIO BUILDING CODE AND ASCE 7-10 "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES".

RISK CATEGORY

DEAD LOAD

- ROOF = 15 PSF
- FLOOR = 15 PSF

LIVE LOAD

- FLOOR = 100 PSF

SNOW LOAD

- GROUND SNOW (Pg) = 20 PSF
- EXPOSURE FACTOR (Ce) = 1.0
- THERMAL FACTOR (Ct) = 1.2
- SNOW IMPORTANCE FACTOR (Is) = 1.0
- FLAT ROOF SNOW LOAD (Pf) = 20 PSF
- SLOPED ROOF SNOW LOAD (Ps) = N/A

WIND LOAD

- ULTIMATE WIND SPEED (Vult) = 115 MPH
- NOMINAL WIND SPEED (Vasd) = 90 MPH
- WIND IMPORTANCE FACTOR (Iw) = 1.0
- EXPOSURE CATEGORY = C
- INTERNAL PRESSURE COEFF (GCpi) = +/- 0.18

SEISMIC LOAD

- DESIGN PROCEDURE = EQUIVALENT LATERAL FORCE PROCEDURE
- SEISMIC IMPORTANCE FACTOR = 1.0
- SITE CLASS = D
- SITE COEFFICIENT (Fa) = 1.60
- SITE COEFFICIENT (Fv) = 2.40
- SHORT PERIOD RESPONSE (Ss) = 0.157g
- 1 SECOND PERIOD RESPONSE (S1) = 0.169g
- SHORT PERIOD SPECTRAL RESPONSE (Sms) = 0.251g
- 1 SECOND PERIOD SPECTRAL RESPONSE (Sm1) = 0.166g
- 5% DAMPED SHORT SPECTRAL RESPONSE (Sms) = 0.167g
- 5% DAMPED 1 SECOND SPECTRAL RESPONSE (Sps) = 0.110g
- SEISMIC DESIGN CATEGORY = B
- BASIC SEISMIC FORCE RESISTING SYSTEM(S) = STEEL SYSTEMS NOT SPECIFICALLY DESIGNED FOR SEISMIC
 - RESPONSE MODIFICATION COEFF. (R) = 3.0
 - SYSTEM OVERSTRENGTH FACTOR (Wo) = 3.0
 - DEFLECTION AMPLIFICATION FACTOR (Cd) = 3.0

ALLOWABLE SOIL BEARING PRESSURE

ALLOWABLE LIVE LOAD DEFLECTION

- ROOFS = L/360
- FLOORS = L/360
- WALLS = L/240

CONTAINER CONFORMANCE NOTE:

- HARDY STRUCTURAL ENGINEERING HAS OBTAINED AND HAS THE SUBSTANTIAL AND NECESSARY KNOWLEDGE OF THE CONTENTS OF THE ORIGINAL SHIPPING CONTAINER'S FABRICATION CONSTRUCTION DOCUMENTS, SPECIFICATIONS, ENGINEERING CALCULATIONS, THE EMS SHIPPING CONTAINER DESIGN MANUAL AND ICC-ESR-4658.
- CONTAINER DRAWINGS AND SPECIFICATIONS FROM CONTAINER SUPPLIER HAVE BEEN REVIEWED AND ACCEPTED FOR STRUCTURAL CONFORMANCE TO THE OHIO BUILDING CODE FOR GRAVITY (DEAD LOAD, LIVE LOAD, AND SNOW LOAD) AND LATERAL (WIND LOAD, AND SEISMIC LOAD).
- ALTHOUGH THE REQUIREMENTS FROM THE CONTAINER MANUFACTURER REGARDING THE USE OF CORTEN STEEL FOR ALL REPAIRS AND REINFORCEMENT OF THE CONTAINERS, THEY ARE INTENDED FOR ANY REPAIRS OR REINFORCEMENT TO THE SHIPPING CONTAINER ITSELF BASED ON THE FACT THAT THE SHIPPING CONTAINER WILL BE CONTINUED TO BE USED AS A SHIPPING CONTAINER AND EXPOSED TO SALT WATER. FURTHER COMMUNICATION WITH THE CONTAINER SUPPLIER CONFIRMED THAT CORTEN STEEL IS NOT REQUIRED ON OUR APPLICATION SINCE ALL THE STEEL AND CONNECTIONS ARE PAINTED AND ARE NOT EXPOSED TO AN ELECTROLYTE SOLUTION SUCH AS SALT WATER THAT COULD CAUSE GALVANIC ACTION BETWEEN DISSIMILAR METALS. QUOTE DIRECT FROM THE SUPPLIER (KEVIN SMITH, JR FROM EMS) STATES "THE REPORTING AND DOCUMENTATION RELATED TO AC462 IS FOR THE CONTAINER ONLY, NO REFERENCE OR APPLICATION TO THE PERMITTING OF MODIFICATIONS. THEREFORE, THE FACTORY SPECIFICATIONS REQUIRING CORTEN OR EQUIVALENT ARE IN REFERENCE TO REPAIRS ONLY AND SHOULD HAVE NO BEARING ON YOUR MODIFICATIONS PROCESS AND CHOICES FOR MATERIAL." BASED ON THIS INFORMATION, CORTEN STEEL IS NOT REQUIRED FOR THE MODIFICATION WORK BEING PERFORMED AS PART OF THIS PROJECT AND THE USE OF ASTM A36 AND A500 STEEL IS CONSIDERED ACCEPTABLE.
- THE CONTAINERS OBTAINED BY EMS THAT WERE USED ON THIS PROJECT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH AC 462. THIS INCLUDES ALL MATERAILS AND WELDING WIRE USED IN ITS CONSTRUCTION. THIS APPROVED CRITERIA APPLIES TO THE CONTAINER ITSELF AS A PART OF THE PROJECT (MATERIAL) TO BE BUILT. APPLICATION FOR CERTIFICATION INCLUDES A QUALITY ASSURANCE MANUAL IDENTIFYING THE SCOPE OF THE CONTAINERS TO BE USED, AND THE ASSOCIATED PROCESS TO ENSURE COMPLIANCE OF THE CONTAINER FOR THE PROJECT. CERTIFICATION UNDER THIS AC 462 IS GRANTED BY ICC-ES, AND CERTIFICATION IS ISSUED UNDER AN ESR (EVALUATION SERVICE REPORT) NUMBER. EMS' CERTIFICATION IS ESR-4658. AC 462 AND THE ESR NUMBER ESR-4658 ARE ESSENTIALLY, ONE IN THE SAME, AS BOTH APPLY WHEN DISCUSSING THE CONTAINER MATERIALS AND WELDING AS PART OF ITS ORIGINAL CONSTRUCTION. THIS RELATES TO THE MATERIAL (CONTAINER ITSELF) ONLY, PRIOR TO CONSTRUCTION, DESIGN AND ENGINEERING RELATED TO ANY MODIFICATIONS BEING MADE TO THE CONTAINER.

DRAWING INDEX

A1	GENERAL NOTES & CODE REVIEW
A2	SITE PLAN, FIELD INSTALLED ITEMS, AND EXTERIOR ELEVATIONS
A3	PLAN, SECTION AND MISC. DETAILS
A4	DETAILS
A5	INTERIOR ELEVATIONS, FINISH DETAILS, AND SCHEDULES
A6	COMCHECK REPORT
A7	COMCHECK REPORT
A8	COMCHECK REPORT & FASTENING SCHEDULE

S1-1.0	SIMULATOR FOUNDATION PLAN
S1-2.0	SIMULATOR FRAMING PLAN & DETAILS

M101	MECHANICAL PLAN
M102	MECHANICAL ISOMETRICS
M201	MECHANICAL SCHEDULES

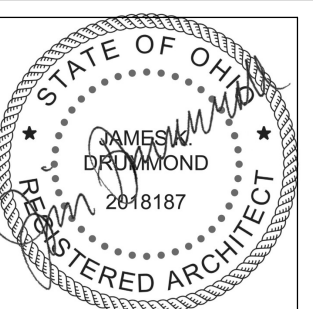
APPENDIX - 1	EMS DESIGN MANUAL (25)
APPENDIX - 2	SHIPPING CONTAINER DRAWINGS AND SPECIFICATIONS
APPENDIX - 3	INTUMESCENT THERMAL BARRIER CUTSHEET (18)

GENERAL NOTES

- THE SPECIFIED BUILDING SHALL BE A STAND-ALONE STRUCTURE, AND SHALL NOT BE ATTACHED TO, WITHIN, OR ON TOP OF ANOTHER BUILDING. REFER TO SHEET A2 FOR SITE PLAN
- SITE INSTALLED ITEMS TO INCLUDE FOUNDATIONS, ADA COMPLIANT ALUMINUM RAMPS, AND UTILITY HOOK-UPS. REFER TO SHEET S1-1.0 FOR FOUNDATION INFORMATION. REFER TO SHEET A2 FOR SITE PLAN INFORMATION INCLUDING UTILITY LOCATIONS AND ADA COMPLIANT RAMPS. REFER TO E101 AND M101 FOR ADDITIONAL INFORMATION.
- THIS BUILDING HAS NOT BEEN DESIGNED TO RESIST LOADS WITHIN A FLOOD PLANE
- ACCESSIBLE RESTROOM FACILITIES SHALL BE WITHIN 500 FT. OF THIS STRUCTURE. SEE SITE PLAN FOR LOCATION OF FACILITIES.
- REFER TO SHEETS A6, A7, AND A8 FOR COMCHECK COMPLIANCE REPORTS
- REFER TO SHEET A8 FOR FASTENER SCHEDULE
- THE PROPOSED BUILDING IS NOT LOCATED WITHIN 60' OF AN UNLIMITED AREA BUILDING. REFER TO SITE PLAN ON A2 FOR ADDITIONAL INFORMATION
- PER OHIO BUILDING CODE TABLE 602 FIRE SEPARATION DISTANCES 10'-X<30' FOR TYPE VB CONSTRUCTION, BUSINESS OCCUPANCIES SHALL REQUIRE 0HR SEPARATION. REFER TO SITE PLAN FOR ADDITIONAL INFORMATION RELATED TO PROPOSED SEPARATION DISTANCES.

CODE SUMMARY

PROJECT DESCRIPTION				
BETA TECHNOLOGIES FLIGHT SIMULATOR SPRINGFIELD, OHIO				
PROJECT DESCRIPTION		Beta Technologies flight simulator training module, installed in two joined high cube 20'x8'x9'-6" steel dry cargo containers		
PROJECT TYPE				
NEW CONSTRUCTION				
APPLICABLE CODES				
2017 OHIO BUILDING CODE WITH AUGUST 2018 UPDATES, 2017 OHIO MECHANICAL CODE, 2017 NEC, 2010 ASCE 360				
2012 AISI S100-2012, AWS D1.1-2010, 2012 IECC AND ICC/ANSI A117.1-2009				
2015 IBC ERRATA 02-08-2019				
CONSTRUCTION TYPE				
CHAPTER 13 NFPA 1 SPRINKLER SYSTEM	NO			
OCCUPANCY CLASSIFICATION	SECTION 304 BUSINESS GROUP B			
MIXED USE	NO			
CONSTRUCTION TYPE	TYPE VB (COMBUSTIBLE UNPROTECTED)	IBC chapter 6, Table 601		
FIRE RESISTANCE RATINGS - BUILDING		RATING		
PRIMARY STRUCTURAL FRAME	0 HR.		IBC Table 601	
BEARING WALLS				
EXTERIOR		0 HR.		
INTERIOR		0 HR.		
NONBEARING EXTERIOR WALLS	0 HR.		TABLE 602 >30' SEPARATION	
NONBEARING INTERIOR WALLS		0 HR.		
FLOOR		0 HR.		
ROOF		0 HR.		
BUILDING HEIGHT AND AREA		ALLOWABLE	PROPOSED	CHAPTER 5
STORIES ABOVE GRADE	2	1		TABLE 504.4
BUILDING HEIGHT	40'	9'-6"		TABLE 504.3
LARGEST FLOOR AREA	9,000 SF	318 SF		TABLE 506.2
INTERIOR FINISHES		ALLOWABLE	PROPOSED	
INTERIOR WALL AND CEILING	CLASS A, B, OR C	CLASS A & B		TABLE 803.11
FLOOR FINISHES	MEET REQ. OF NFPA 253	MEET REQ. OF NFPA 253		TABLE 804.3
MEANS OF EGRESS: Chapter 10				
OCCUPANT LOAD: Business Area = 100 SF Gross		260 SF/100 SF GROSS = 3 OCCUPANTS		
	ALLOWABLE	PROPOSED	Table 1006.2.1	
NUMBER OF EXITS	1 when <50		1 exit	
COMMON PATH OF TRAVEL	100' when <50		30'	
ACCESSIBILITY: Chapter 11				
ACCESSIBLE ENTRANCES		SECTION 1105		
1105.1.3 - Restricted Entrances: At least (1) restricted entrance required to be accessible				
2017 OHIO ENERGY CODE ENERGY EFFICIENCY PROVISIONS OF THE OHIO BUILDING CODE				
CHAPTER 3 - GENERAL REQUIREMENTS				
CLIMATE ZONE	FIGURE C301.1 - CLIMATE ZONE 5A			
DEFAULT DOOR U-FACTORS: INSULATED METAL DOORS	MAX. ALLOWABLE = .60 / PROPOSED = .40			
CHAPTER 4 - COMMERCIAL ENERGY EFFICIENCY: Table c402.1.2 - Thermal Envelope Assembly Requirements				
*Footnote A: Use of opaque assembly U-Factors, C-Factors, and F-Factors from ANSI/SHRAE/IESNA 90.1 Appendix A shall be permitted, provided the construction complies with the applicable construction details from ANSI/SHRAE/IESNA 90.1 Appendix A.				
ROOFS - METAL BUILDINGS	MAX ALLOWABLE = U-VALUE 0.035 PROPOSED U-VALUE: 0.034 MAX. CONTINUOUS, REF. ASHRAE 90.1 A2.3.2.3 FOR CONTINUOUS INSULATION			
WALLS - METAL BUILDINGS	MAX ALLOWABLE = U-VALUE 0.052 PROPOSED U-VALUE: 0.050 MAX. CONTINUOUS, REF. ASHRAE 90.1 A3.2.2.2 FOR CONTINUOUS INSULATION			
FLOORS - JOISTS/FRAMING	MAX ALLOWABLE = U-VALUE 0.033 PROPOSED U-VALUE: 0.032 REF. ASHRAE 90.1 TABLE A9.2.1 AND ASHRAE 90.1 TABLE A9.4.4-1			



REVISIONS	
1	12/30/20
CODE REVIEW COMMENT #	

GENERAL NOTES & CODE REVIEW

SCALE
As indicated

DATE
1/14/2021

DRAWN BY
ADM

CHECKED BY
KR

A1

REVISIONS	
1	12/30/20
2	
3	
4	
5	
X	CODE REVIEW COMMENT #

SITE PLAN, FIELD INSTALLED ITEMS, AND EXTERIOR ELEVATIONS

SCALE: As indicated

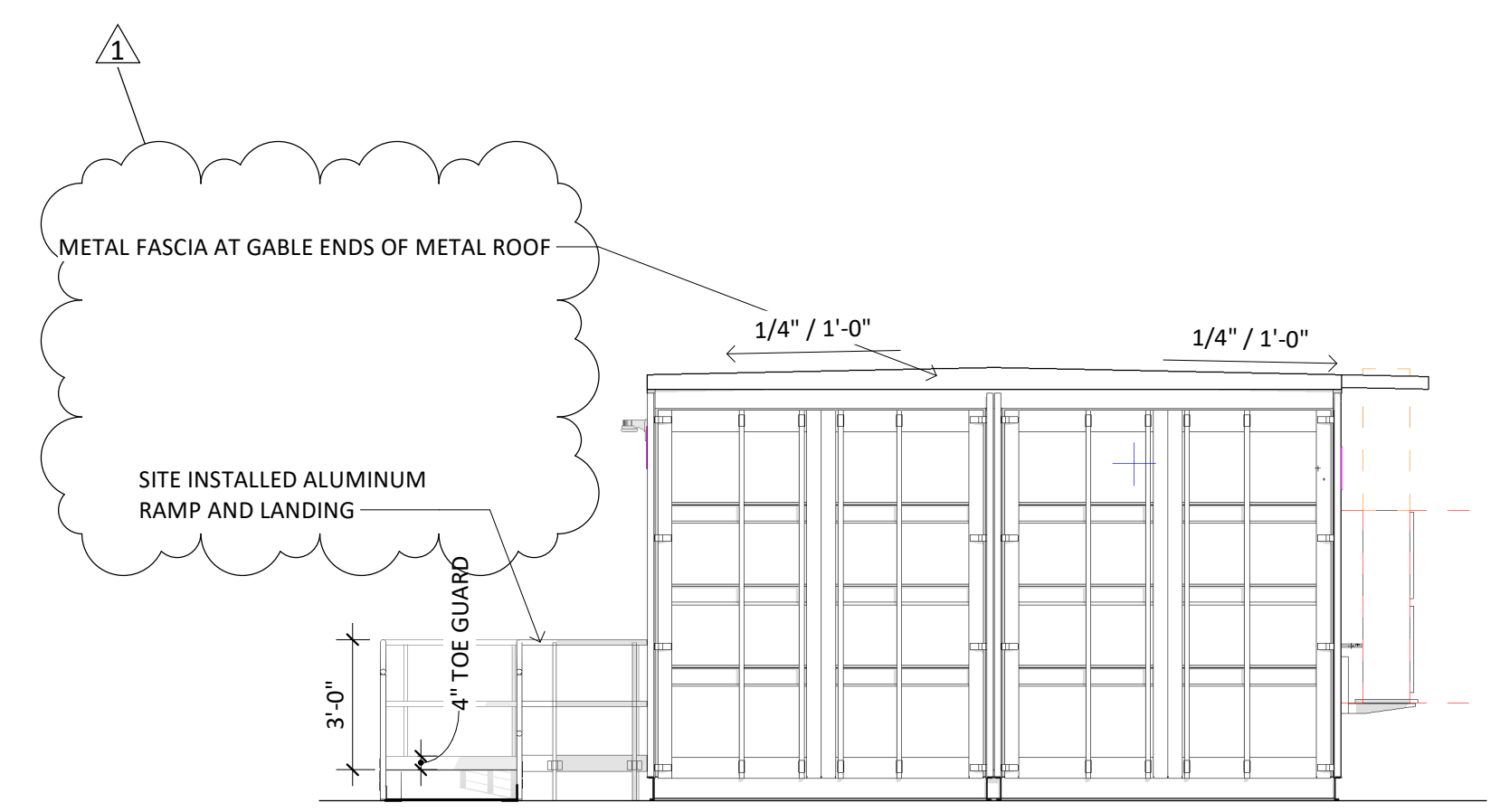
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DRAWN BY: ADM

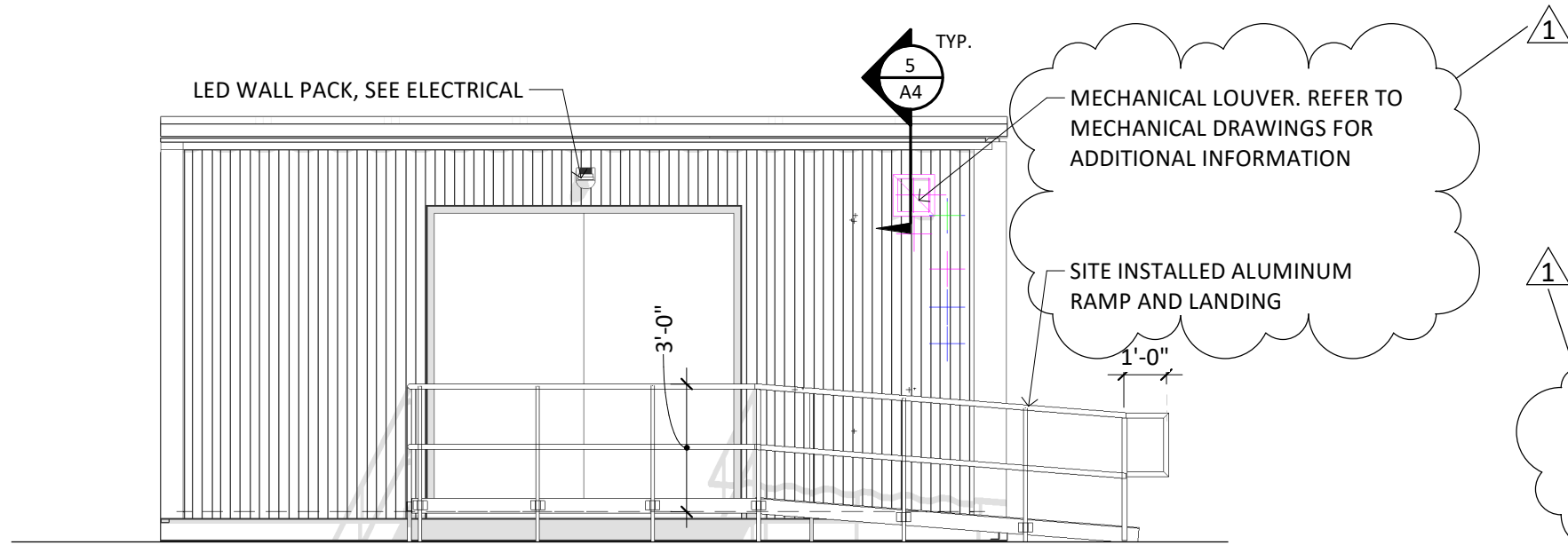
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APPROVAL EXCLUDES SITE INSTALLED ITEMS

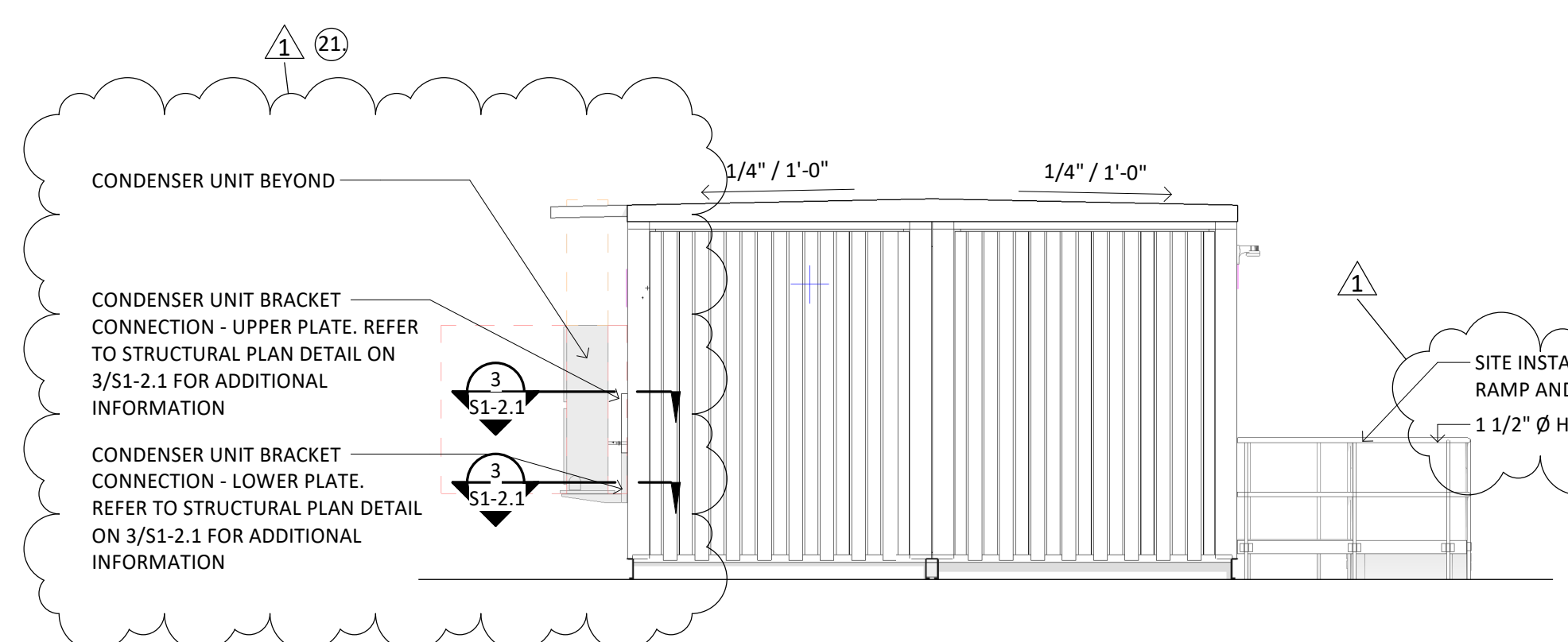
A2



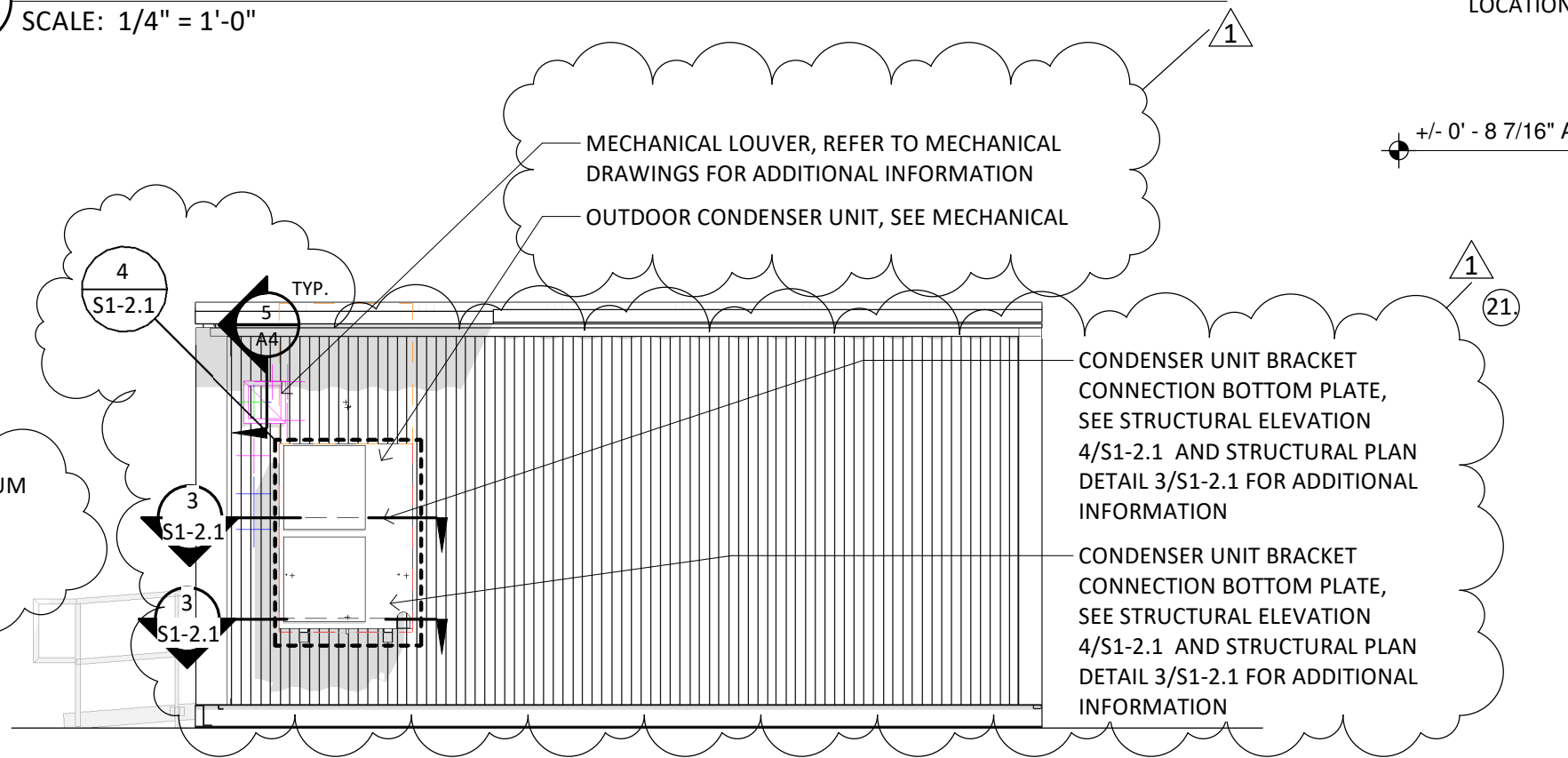
5 EXTERIOR ELEVATION - D
 SCALE: 1/4" = 1'-0"



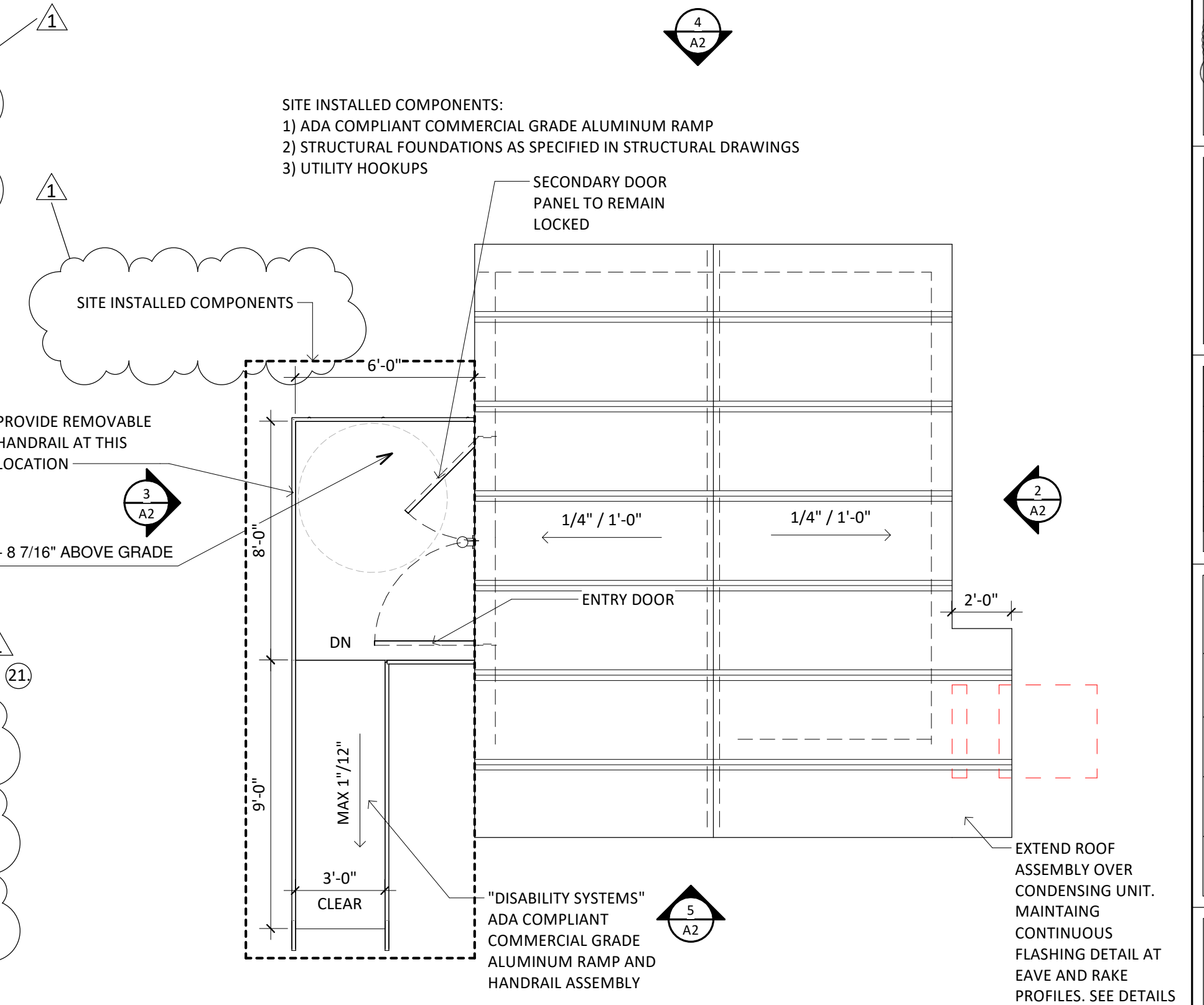
3 EXTERIOR ELEVATION - A
 SCALE: 1/4" = 1'-0"



4 EXTERIOR ELEVATION - B
 SCALE: 1/4" = 1'-0"



2 EXTERIOR ELEVATION - C
 SCALE: 1/4" = 1'-0"



1 CONTAINER MODULES PLAN
 SCALE: 1/4" = 1'-0"

REVISIONS	
1	12/30/20
2	CODE REVIEW
3	COMMENT #

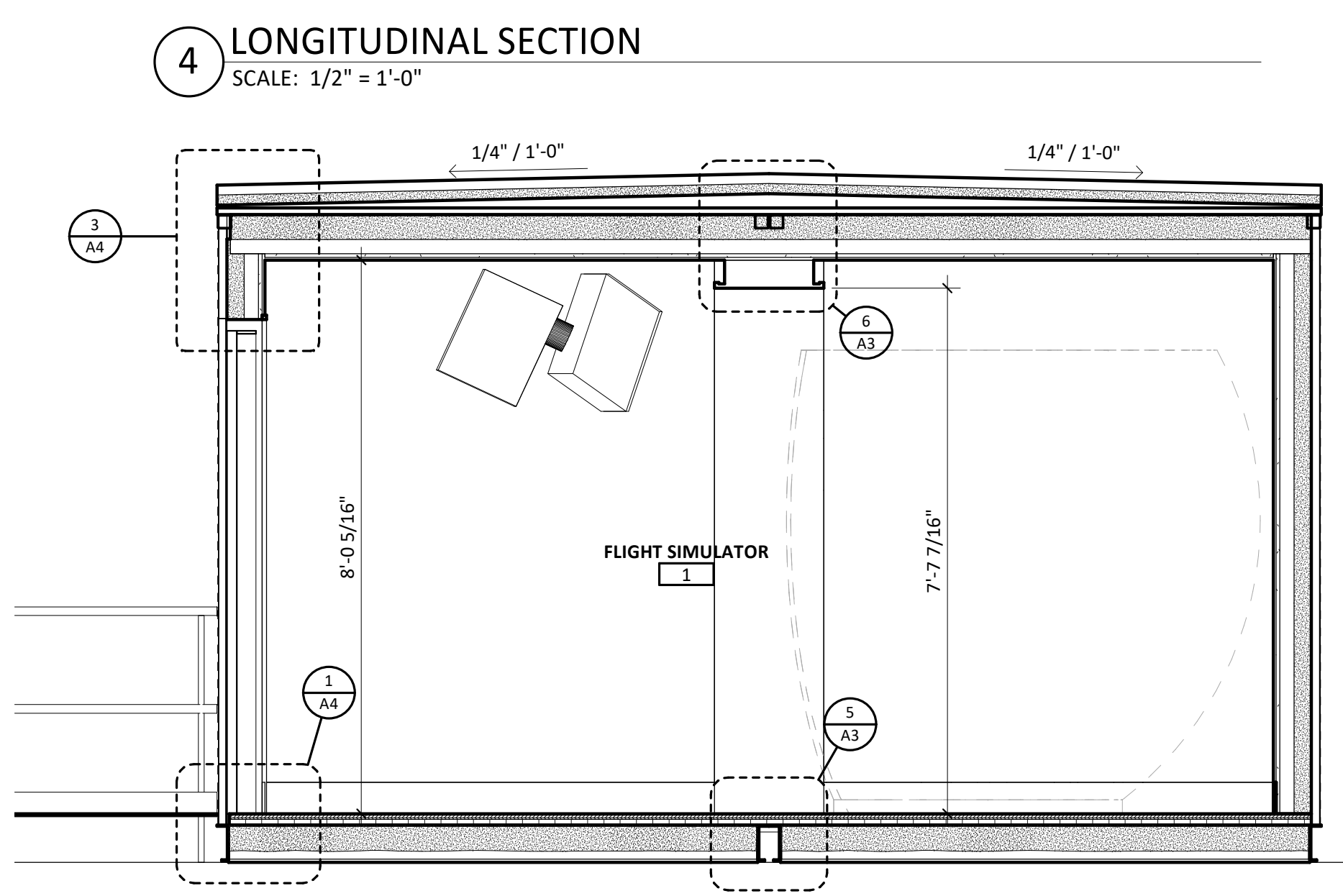
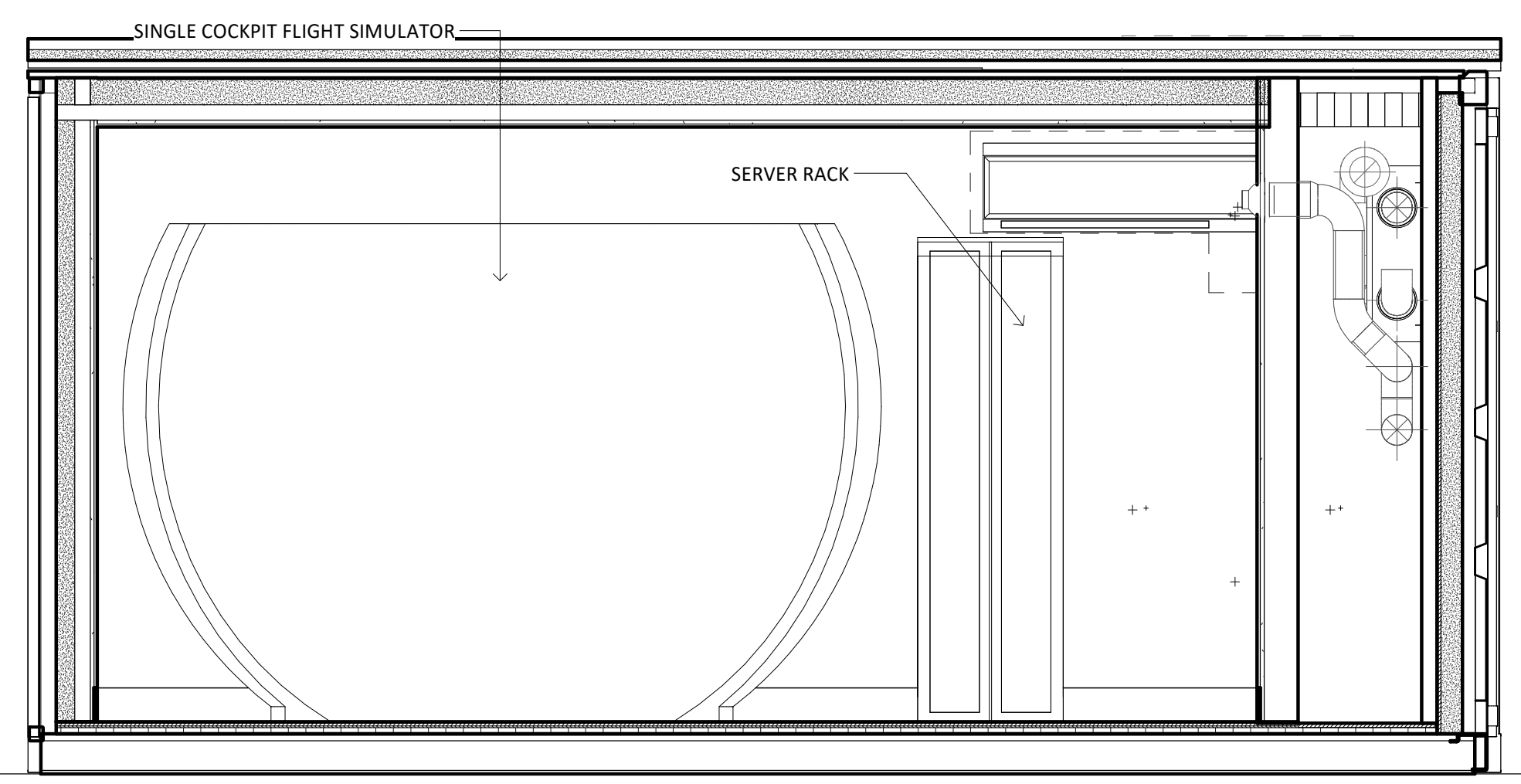
PLAN, SECTION AND MISC. DETAILS

SCALE: As indicated

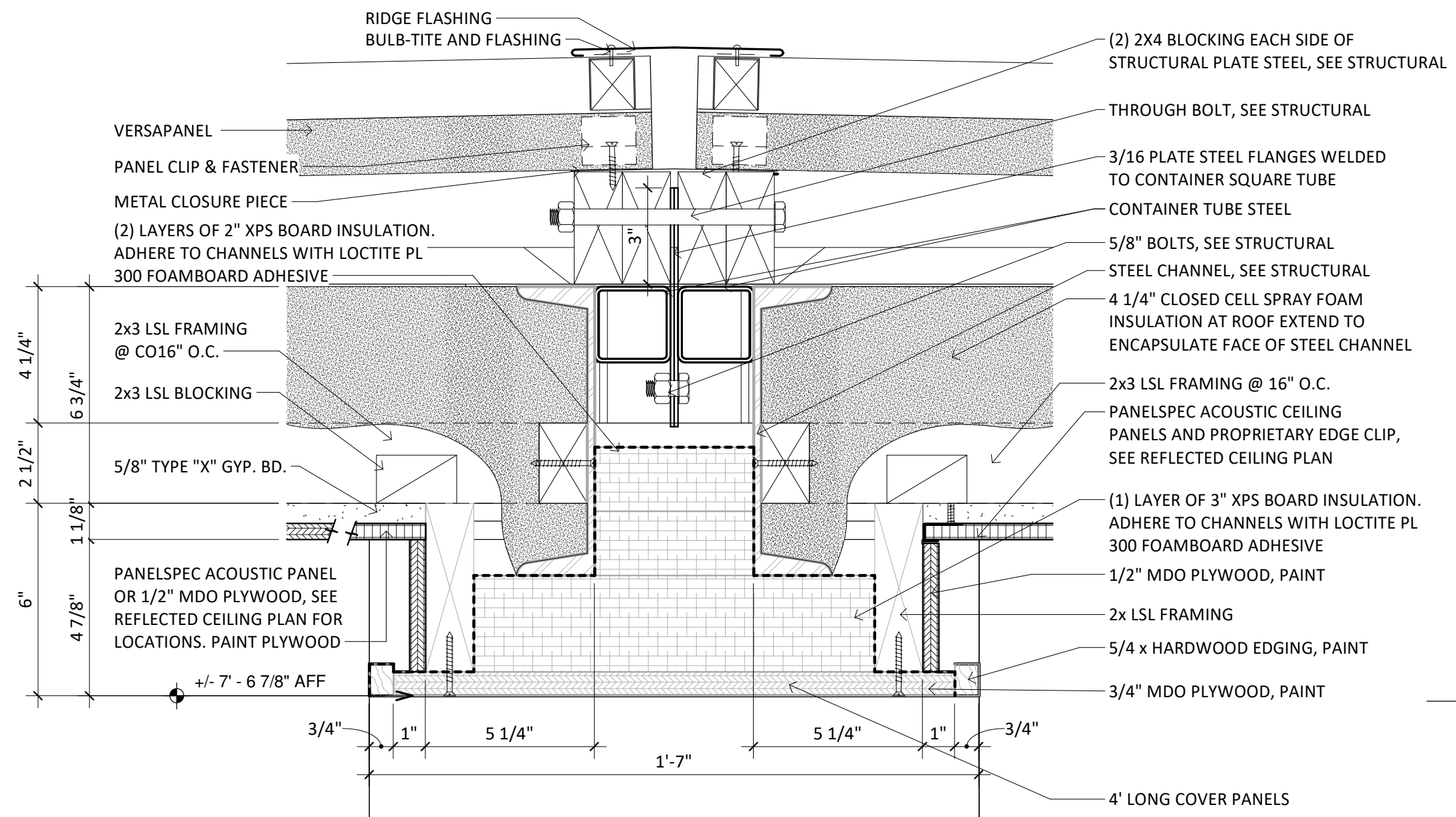
DATE: 1/14/2021

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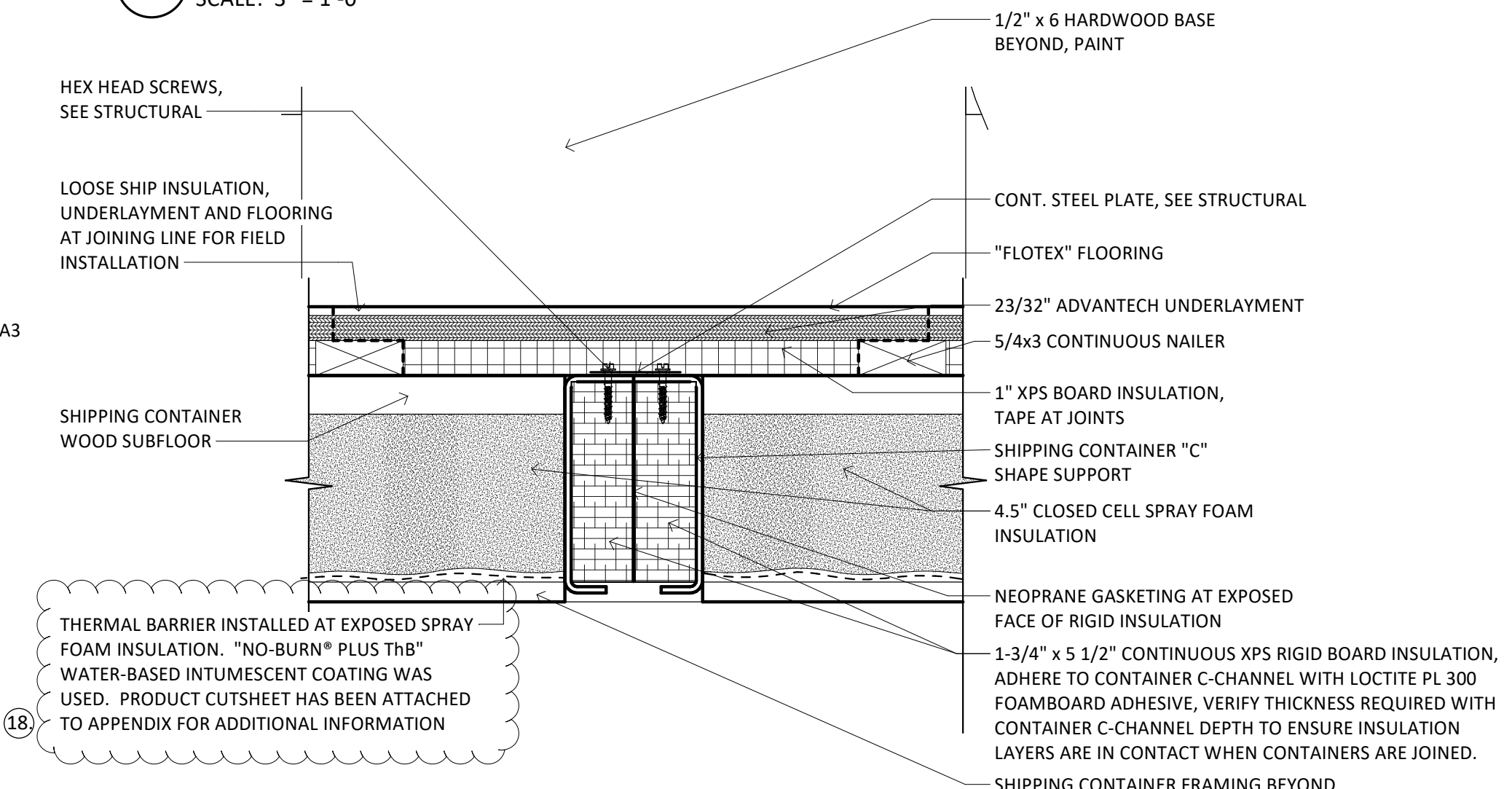
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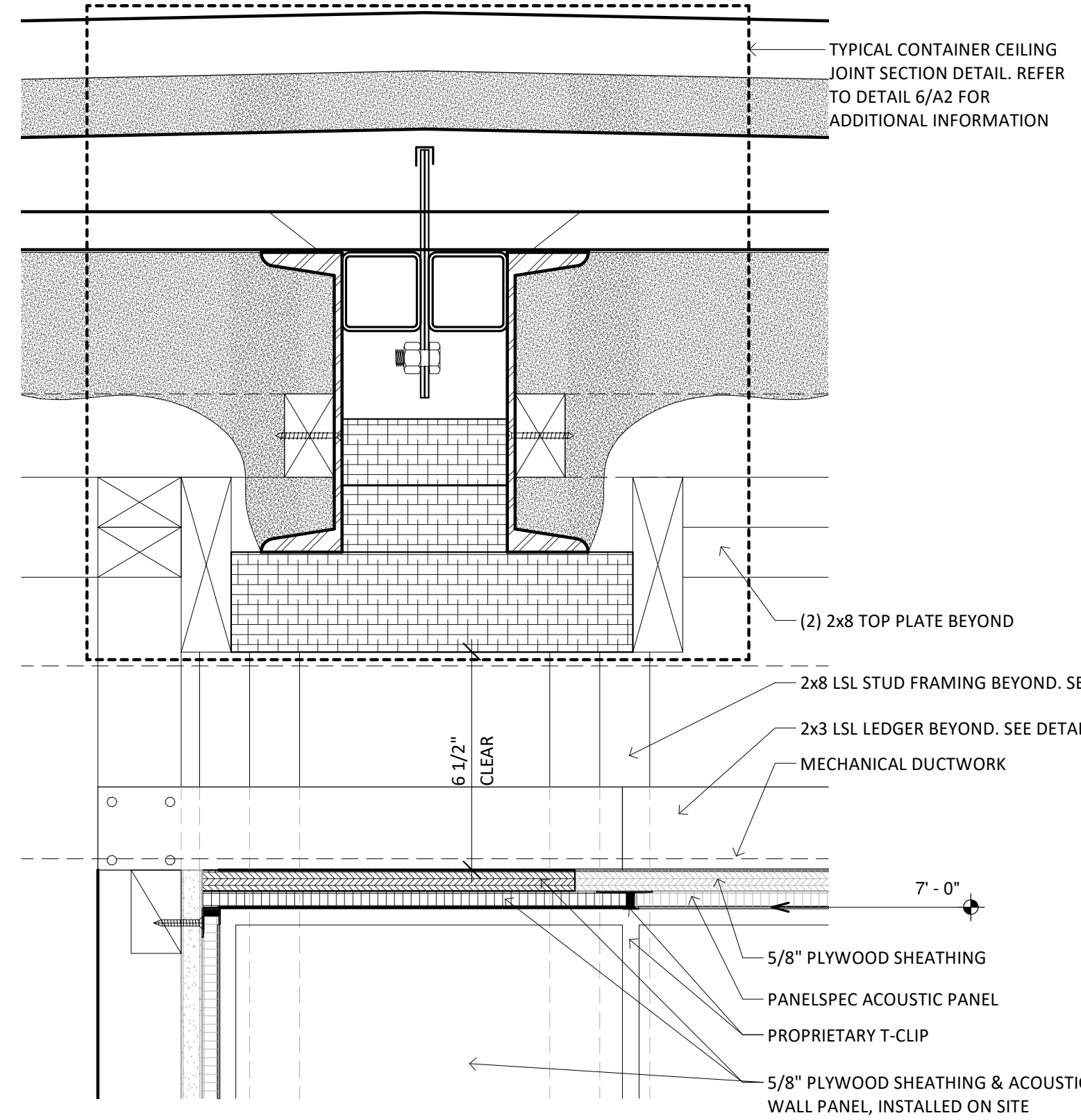
3 CROSS SECTION
 SCALE: 1/2" = 1'-0"



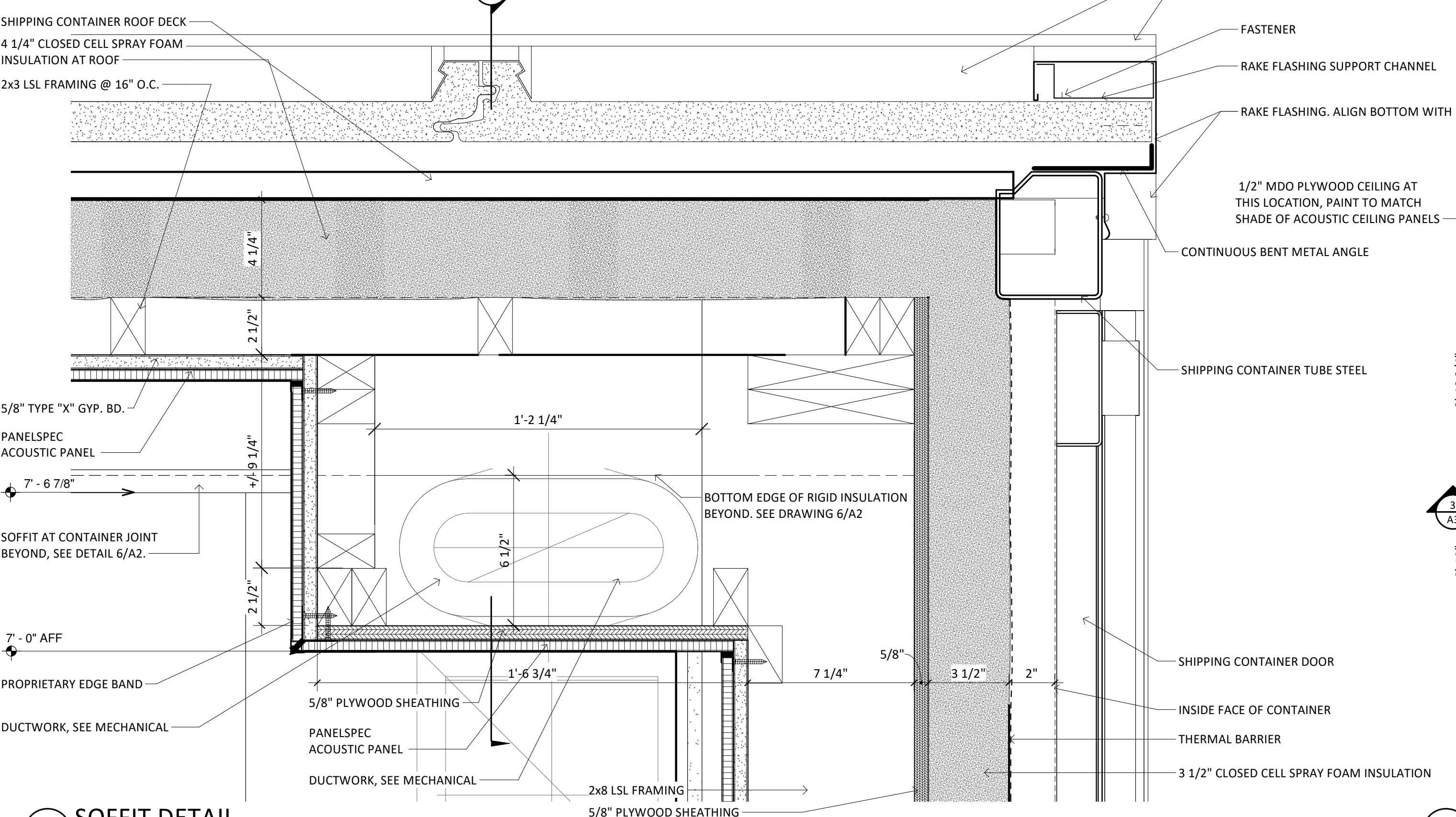
6 SECTION DETAIL - CONTAINER CEILING JOINT
 SCALE: 3" = 1'-0"



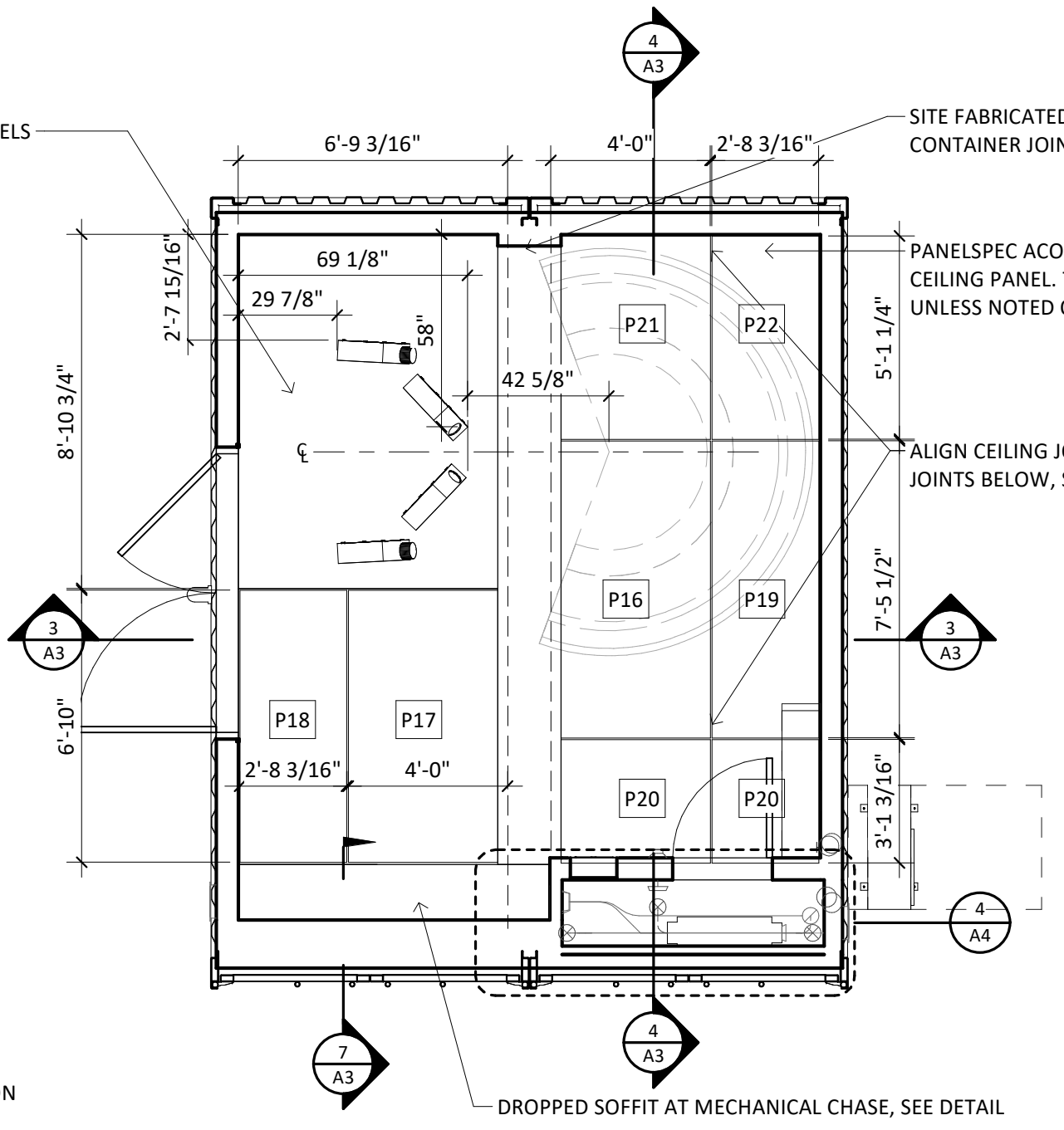
5 SECTION DETAIL - FLOOR JOINT
 SCALE: 3" = 1'-0"



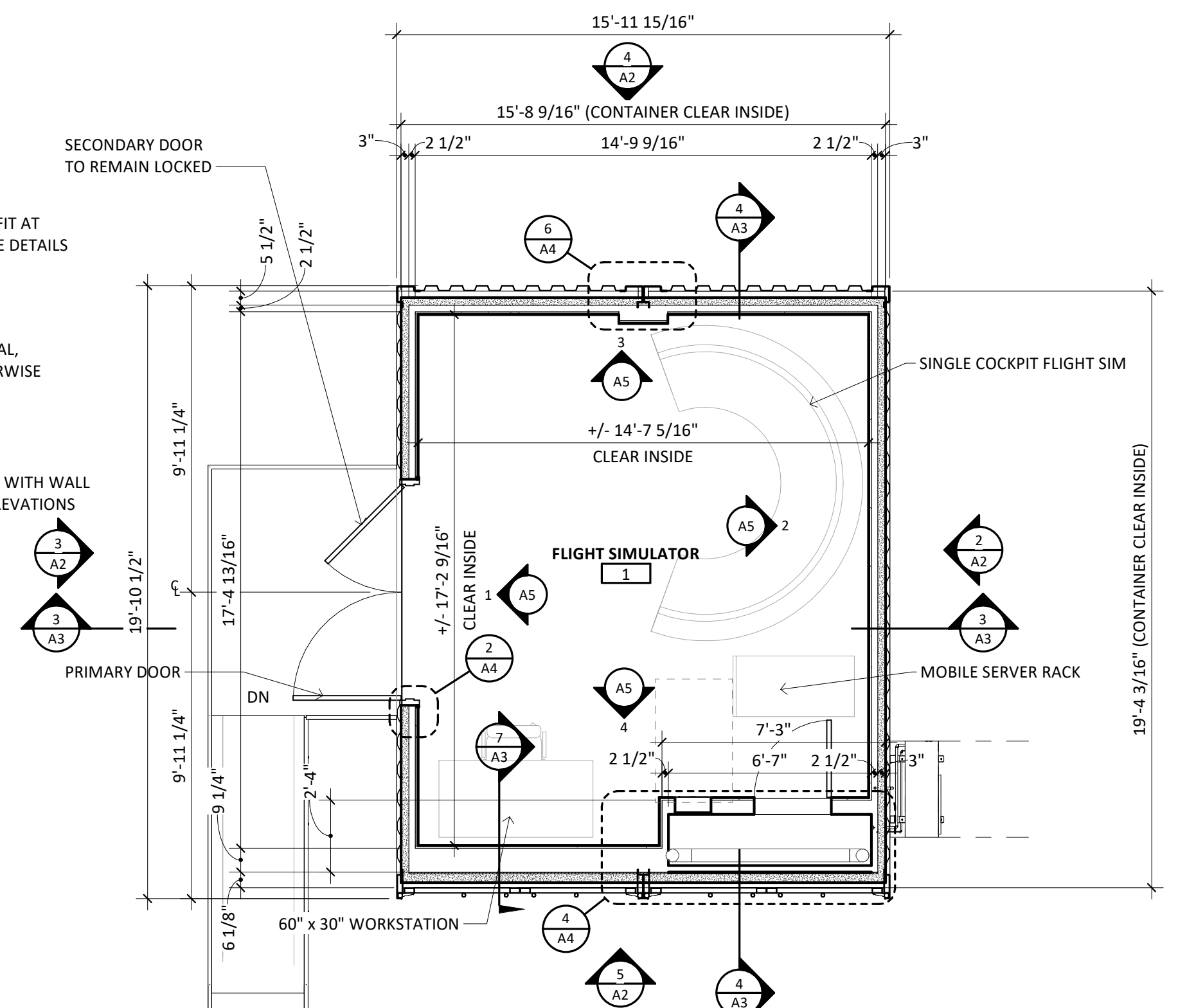
8 CROSS SECTION DETAIL @ SOFFIT
 SCALE: 3" = 1'-0"



7 SOFFIT DETAIL
 SCALE: 3" = 1'-0"



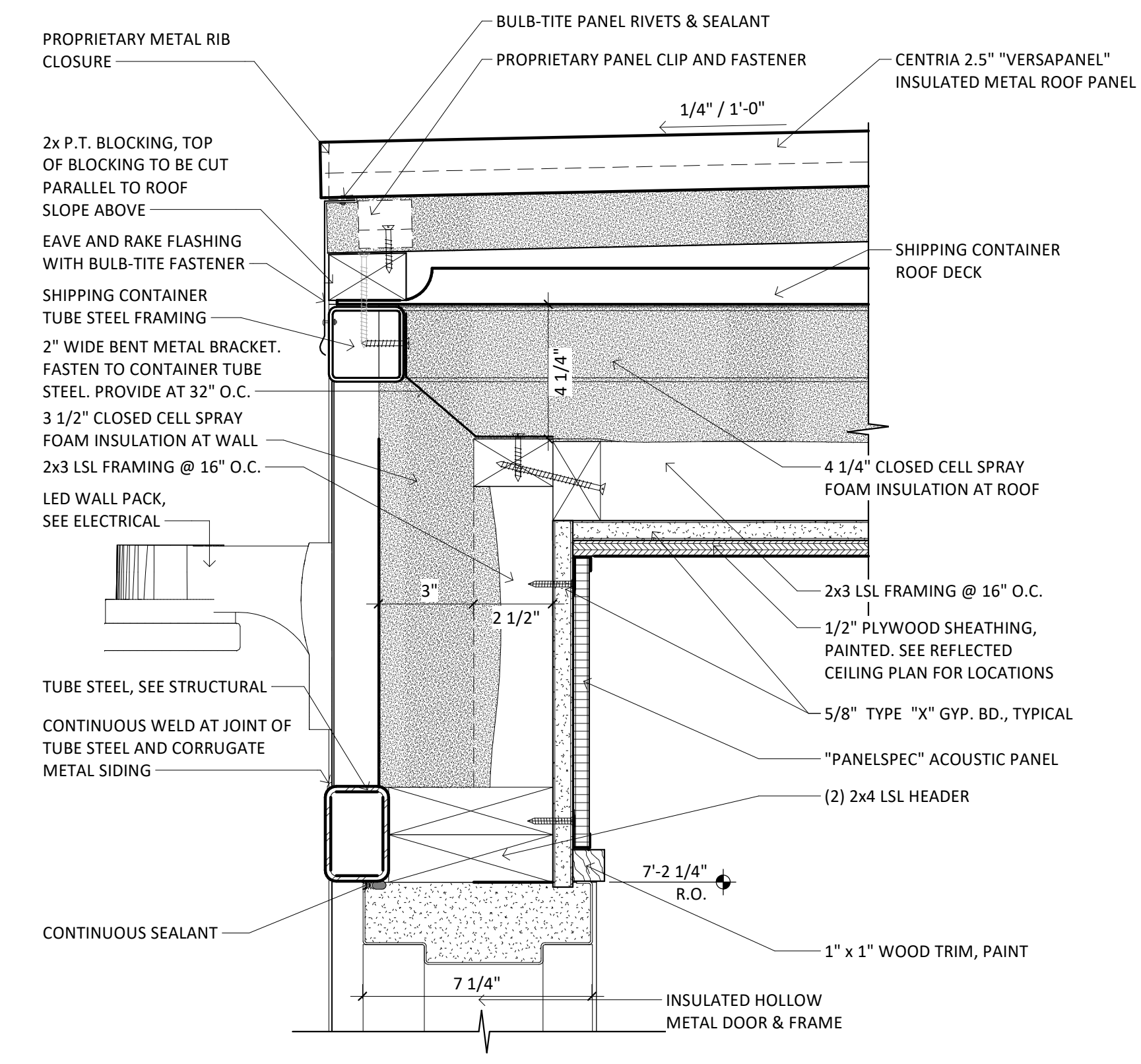
2 REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"



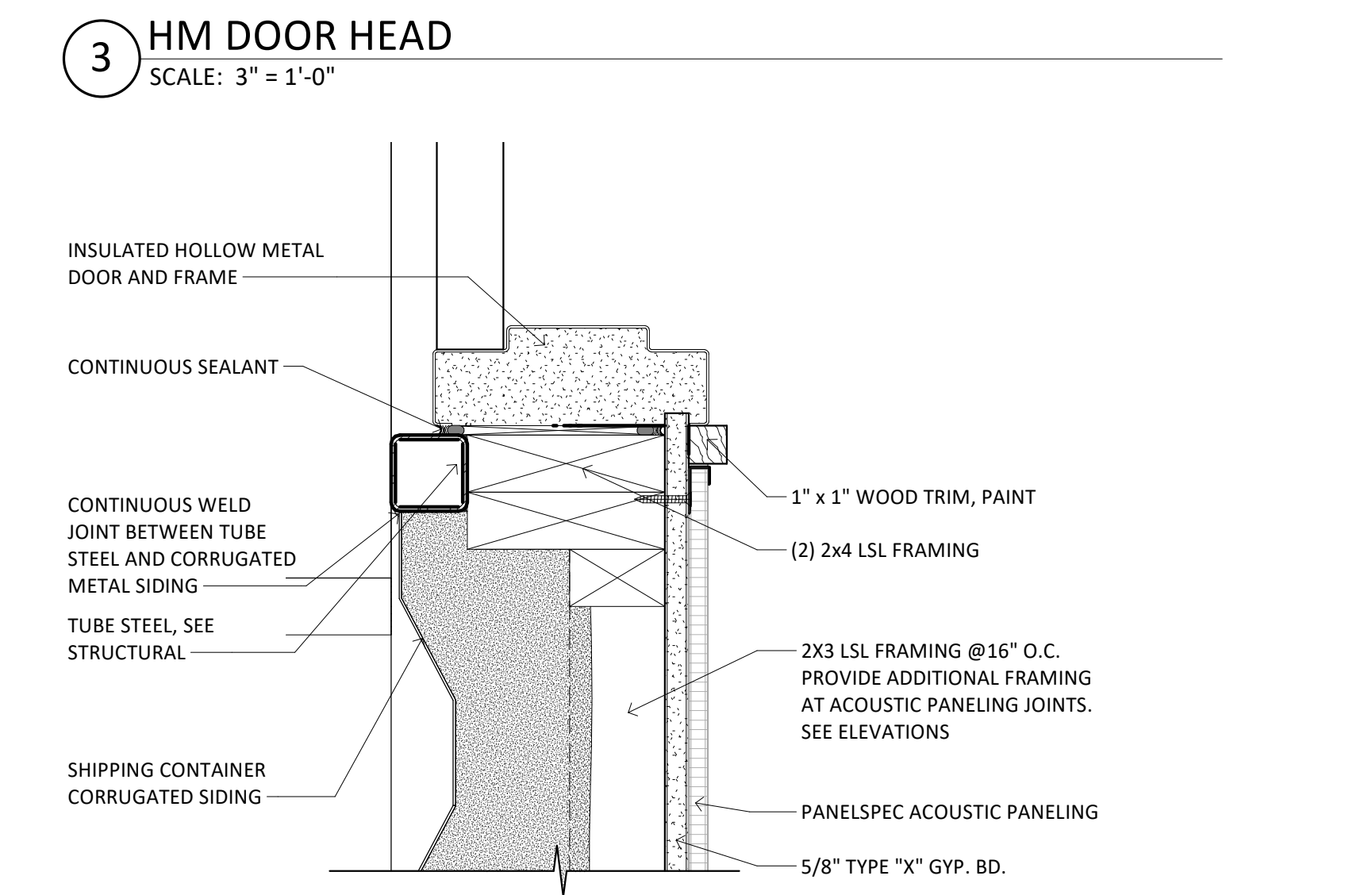
1 FLOOR PLAN
 SCALE: 1/4" = 1'-0"

REVISIONS	
1	12/30/20
2	CODE REVIEW COMMENT #

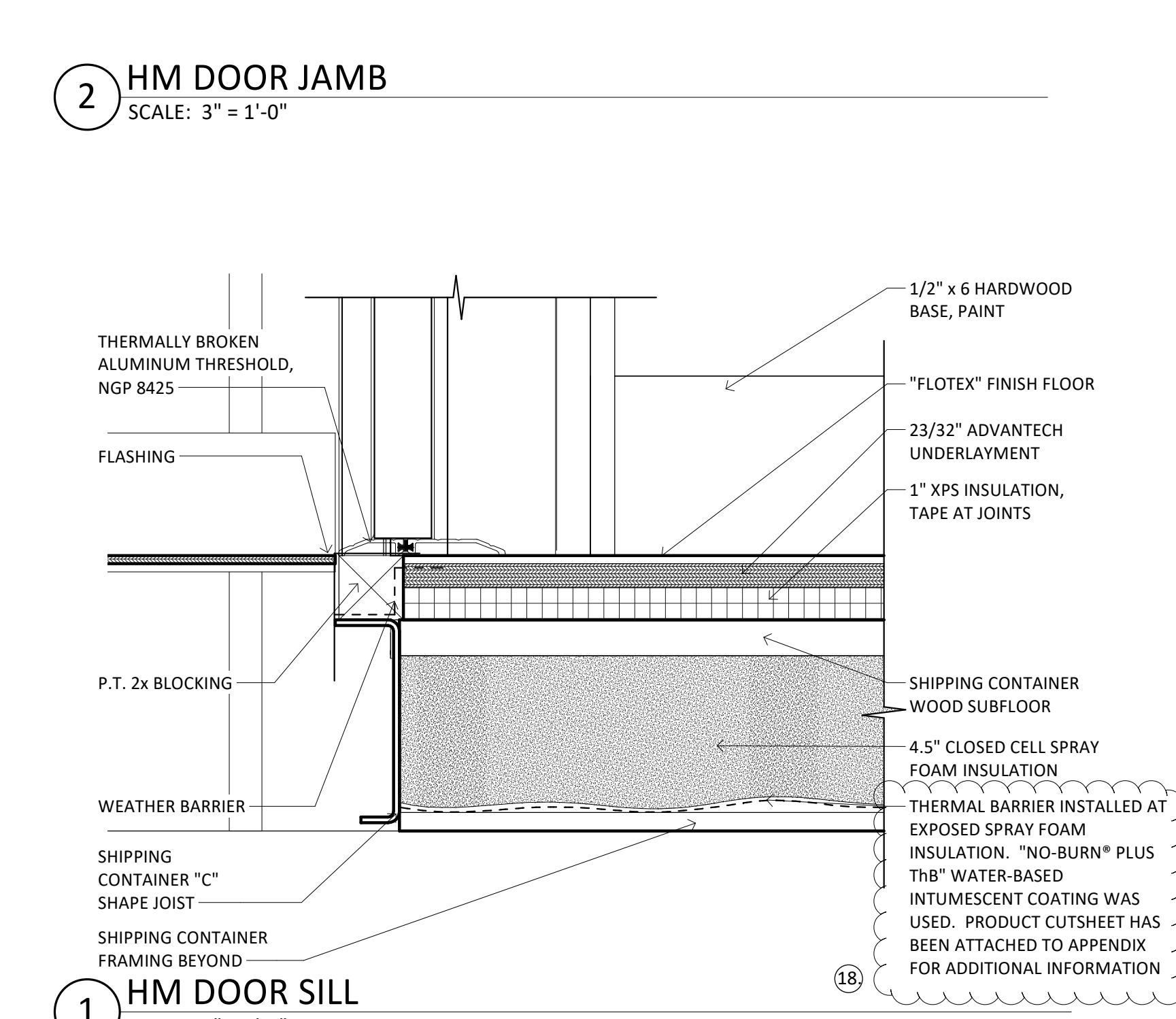
DETAILS	
SCALE	3" = 1'-0"
DATE	1/14/2021
DRAWN BY	ADM
CHECKED BY	KR



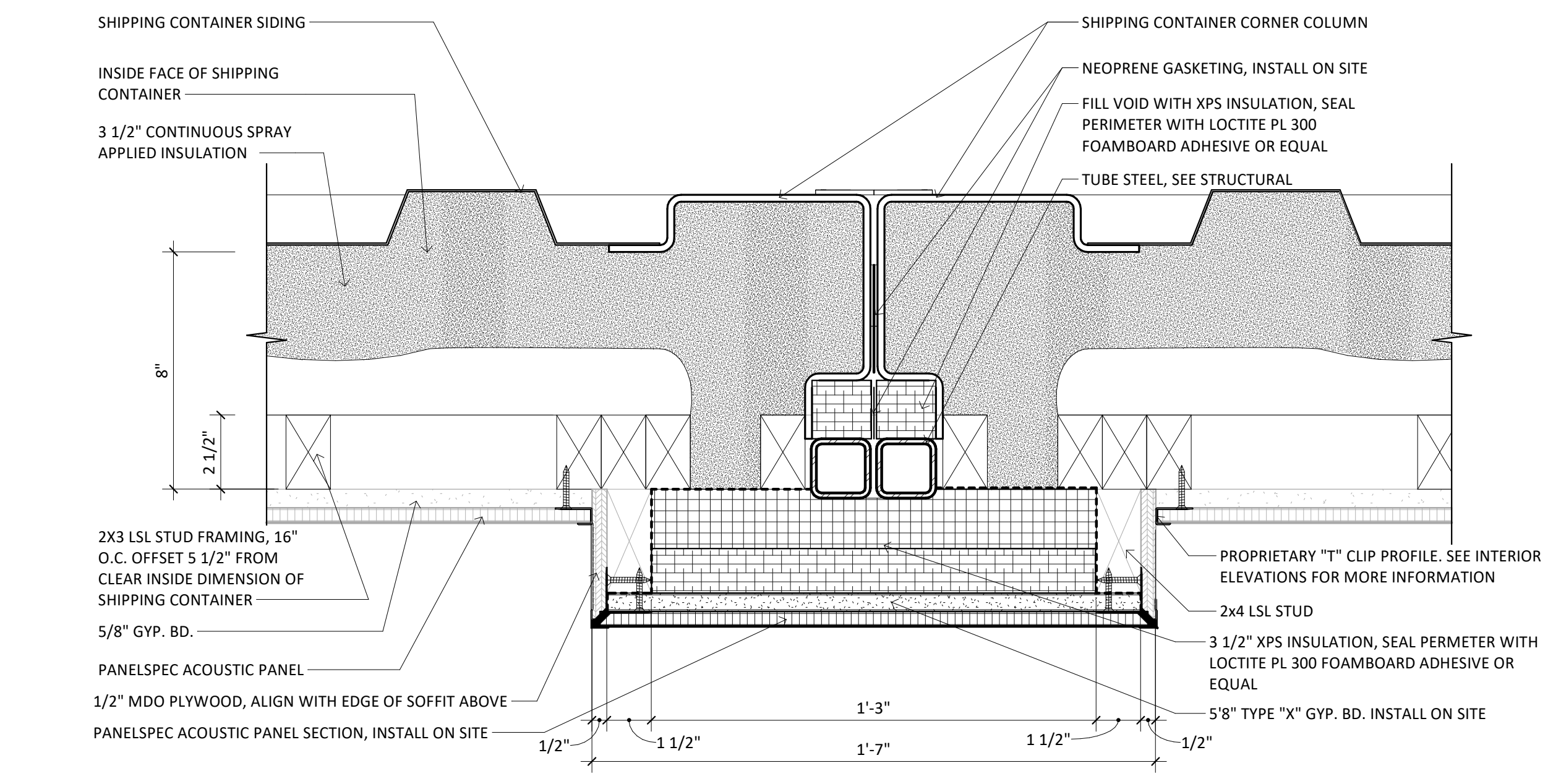
5 TYPICAL WALL PENETRATION
 SCALE: 3" = 1'-0"



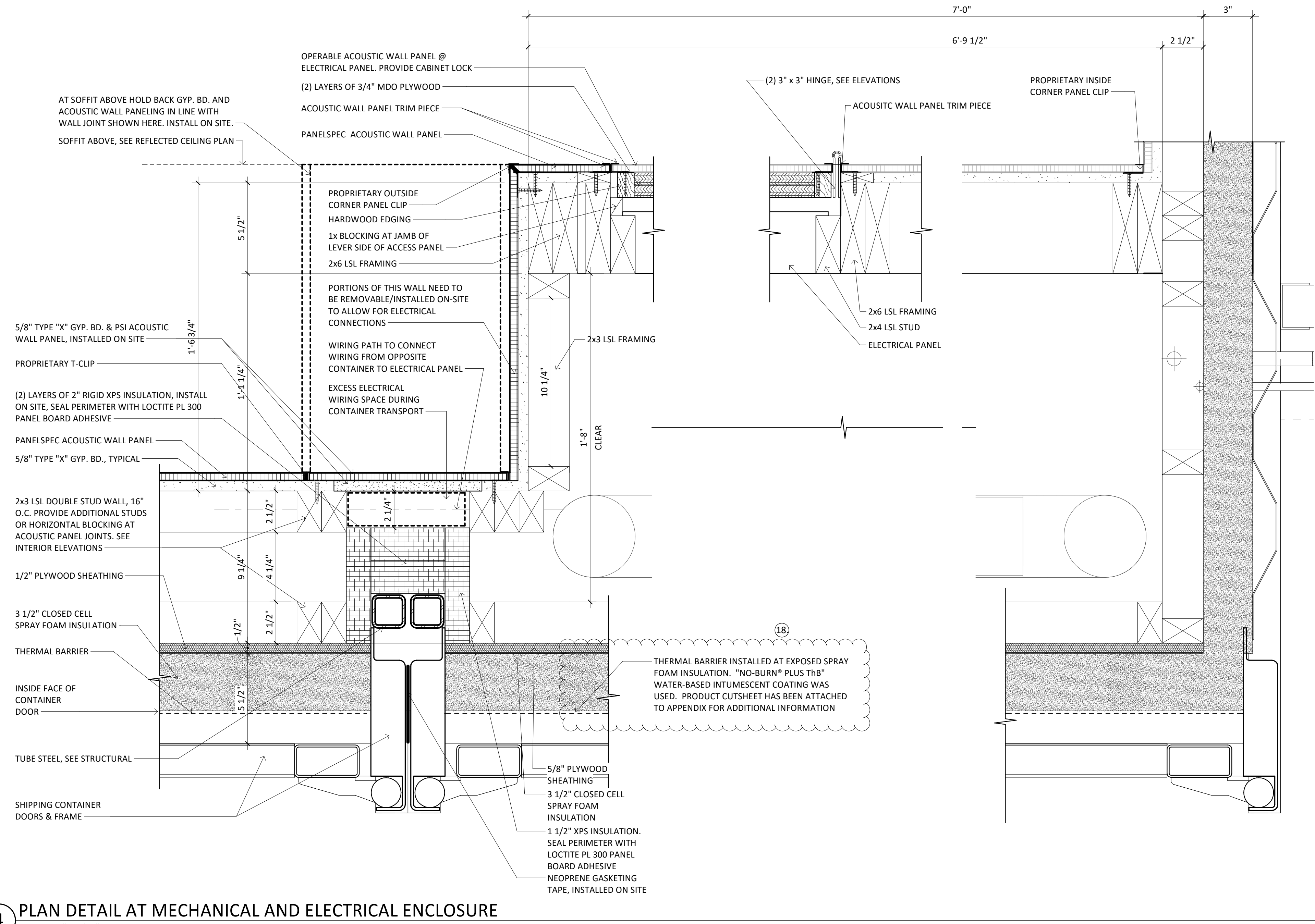
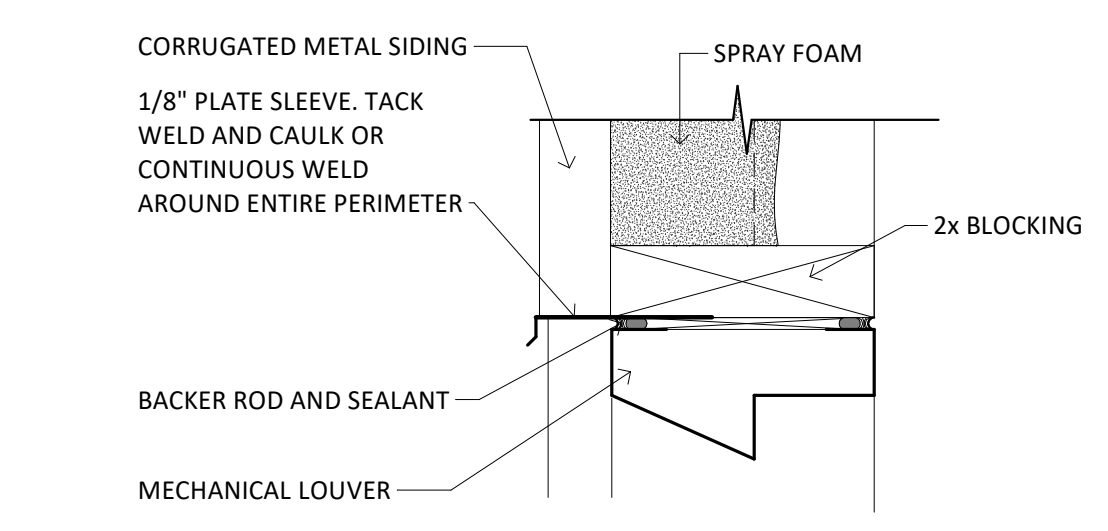
2 HM DOOR JAMB
 SCALE: 3" = 1'-0"



1 HM DOOR SILL
 SCALE: 3" = 1'-0"



6 PLAN DETAIL AT CONTAINER WALL JOINT
 SCALE: 3" = 1'-0"



4 PLAN DETAIL AT MECHANICAL AND ELECTRICAL ENCLOSURE
 SCALE: 3" = 1'-0"

NO.	REVISIONS

INTERIOR ELEVATIONS, FINISH DETAILS, AND SCHEDULES

SCALE: As indicated

DATE: 1/14/2021

DRAWN BY: ADM

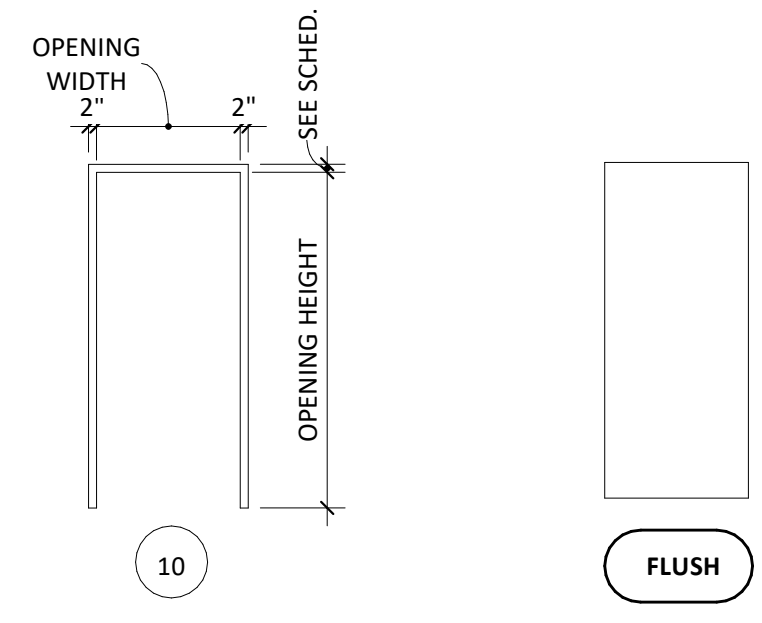
CHECKED BY: KR

A5

DOOR SCHEDULE

NUMBER	LOCATION				FIRE RATING	DOOR MATERIAL	FINISH	LEAF(S)	SIZE			FRAME				COMMENTS	NUMBER
	FROM ROOM NUMBER	FROM ROOM NAME	TO ROOM NUMBER	TO ROOM NAME					PANEL TYPE	WIDTH x HEIGHT	THICK.	1" DOOR UNDERCUT	ELEV	FRAME SECTION	MATERIAL		
1	EXTERIOR	1	FLIGHT SIMULATOR	FLUSH	---	MI	PAINT	2	7'-0" x 7'-0"	0" - 1 3/4"	10	JAMB DETAIL	HM	PAINT		1	

FRAME ELEVATION DOOR TYPE



DOORS:
 GALVANIZED METAL INSULATED DOORS WITH URETHANE INSULATION. 16 GA. MINIMUM FACE SKINS, PRIMED

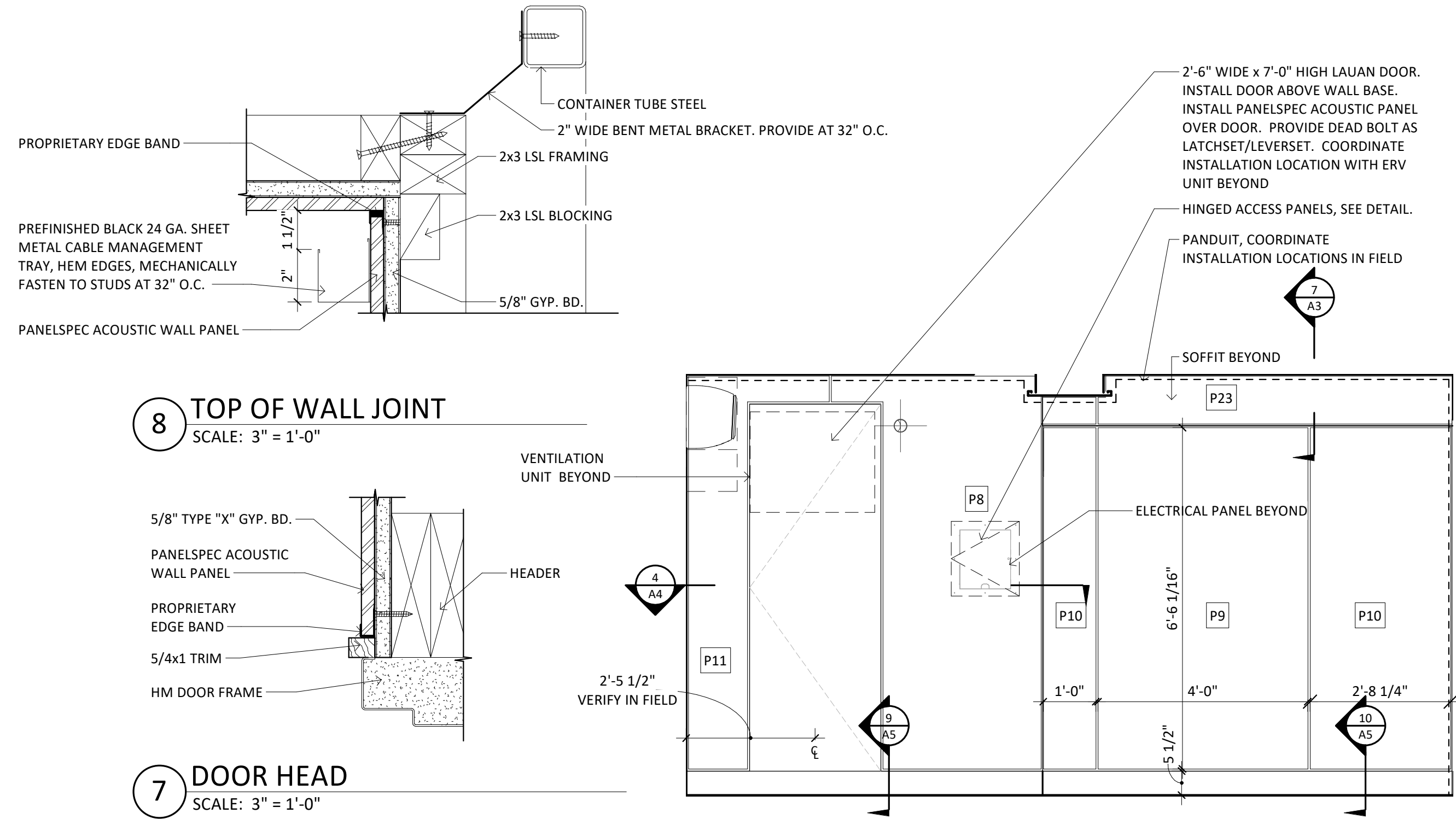
FRAME:
 16 GA. MINIMUM GALVANIZED STEEL, PRIMED, WOOD STUD ANCHORS

HARDWARE:
 BUTTS: MCKINNEY TA3386 HEAVY WEIGHT 4- 1/2" x 4 1/2" BUTTS
 LATCHSET: YALE NEXTOUCH W/ MONROE LEVER. NO SPECIAL KEYING REQUIREMENTS
 MANUAL FLUSH BOLTS: HAGER 282D OR EQUAL, DUSTPROOF STRIKE AT THRESHOLD
 DOOR CLOSER (ACTIVE LEAF ONLY): STANDARD DUTY WITH PAINTED METAL COVER - SARGENT 1431 OR EQUAL
 THRESHOLD: NGP 8425 OR EQUAL

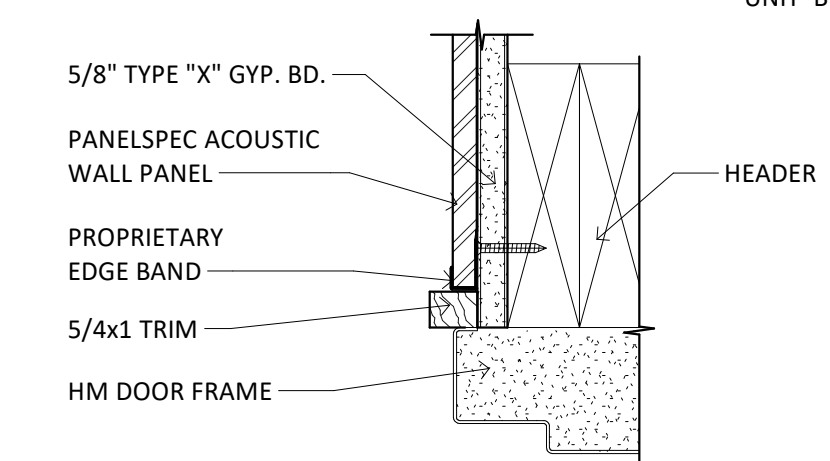
WEATHERSTRIPPING:
 • HEAD AND JAMBS: NGP 9000A OR EQUAL
 • SILL: GYP 9600A OR EQUAL
 • MEETING RAIL: NGP 158NA OR EQUAL

FINISH SCHEDULE

NUM.	ROOM NAME	FLOOR		WALL		CEILING		BASE		COMMENTS	NUM.
		MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH		
1	FLIGHT SIMULATOR	FLOTEX FLOCKED FLOORING		PANELSPEC ACOUSTIC PANELING		PANELSPEC ACOUSTIC PANELING/MDO PLYWOOD	---/PAINT	1x6 HARDWOOD	PAINT		1



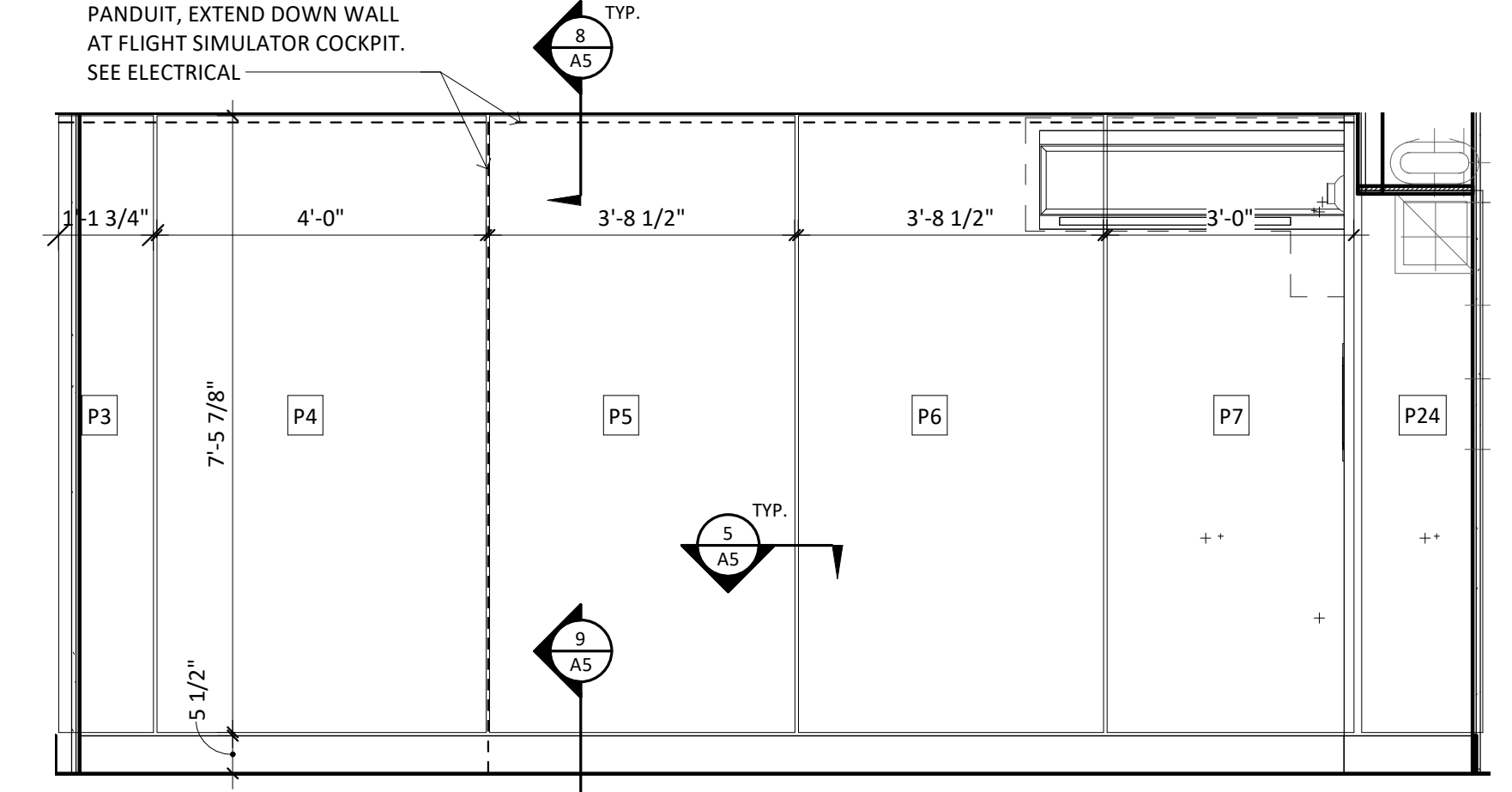
8 TOP OF WALL JOINT
 SCALE: 3" = 1'-0"



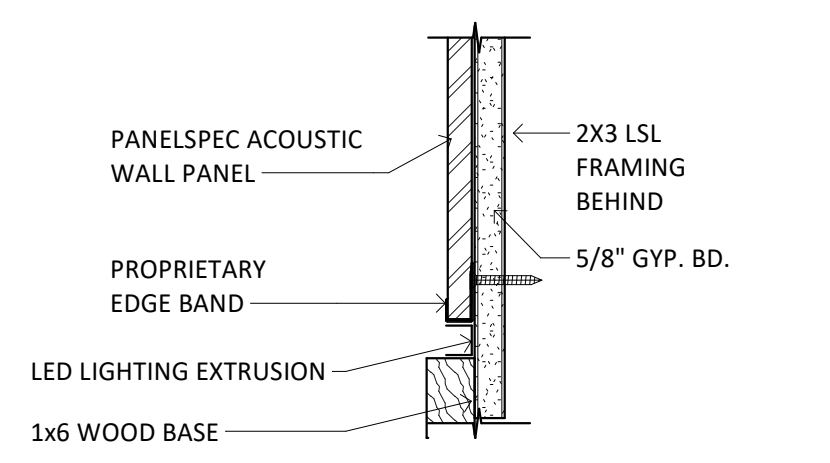
7 DOOR HEAD
 SCALE: 3" = 1'-0"



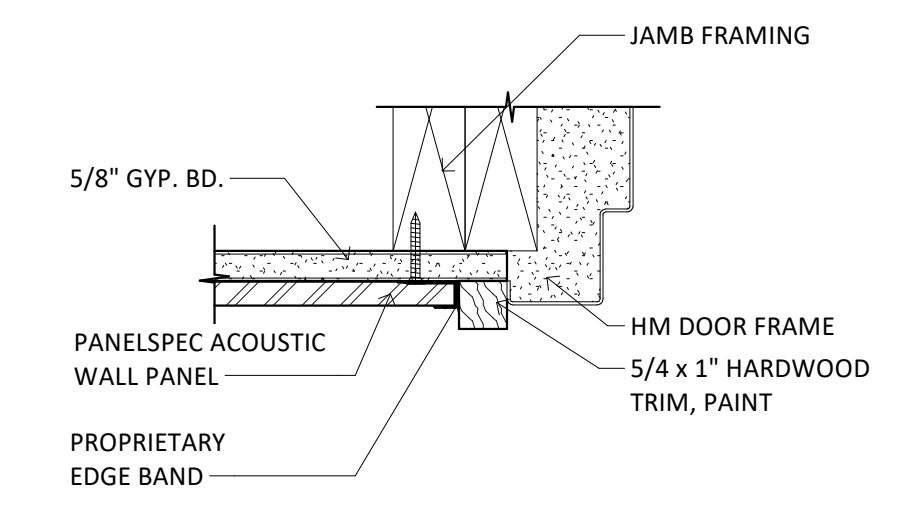
4 INTERIOR ELEVATION - D
 SCALE: 1/2" = 1'-0"



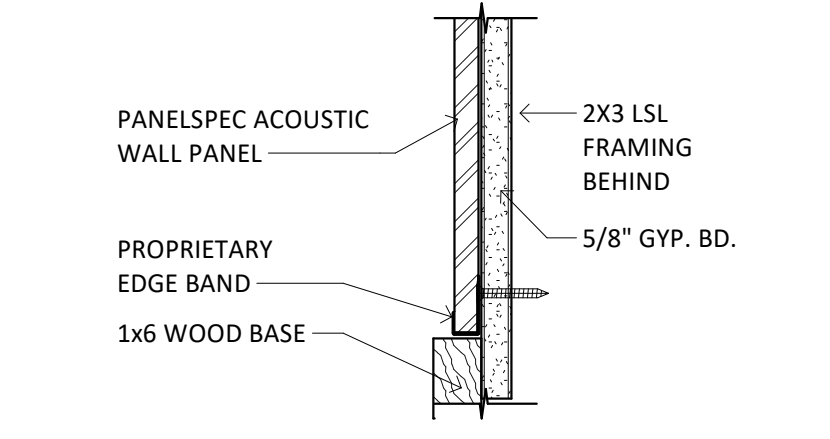
2 INTERIOR ELEVATION - C
 SCALE: 1/2" = 1'-0"



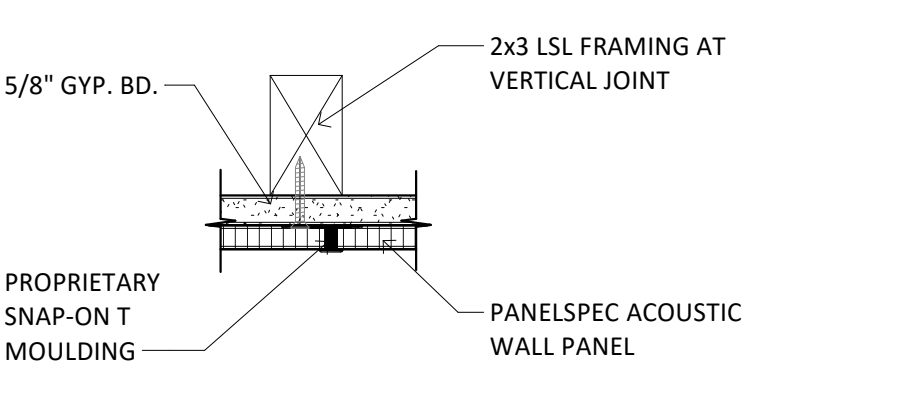
10 BASE JOINT W/ LED LIGHTING
 SCALE: 3" = 1'-0"



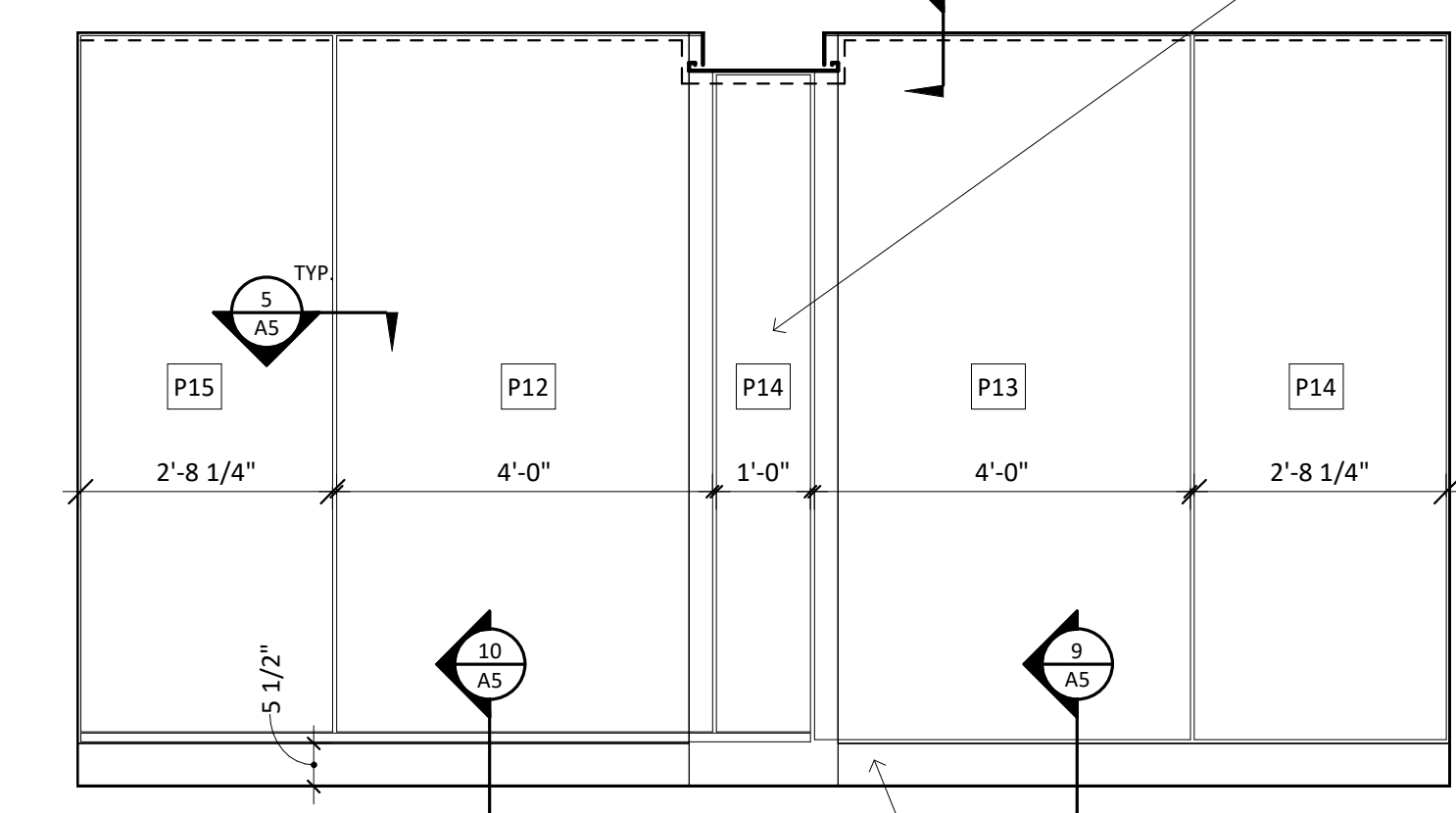
6 DOOR JAMB
 SCALE: 3" = 1'-0"



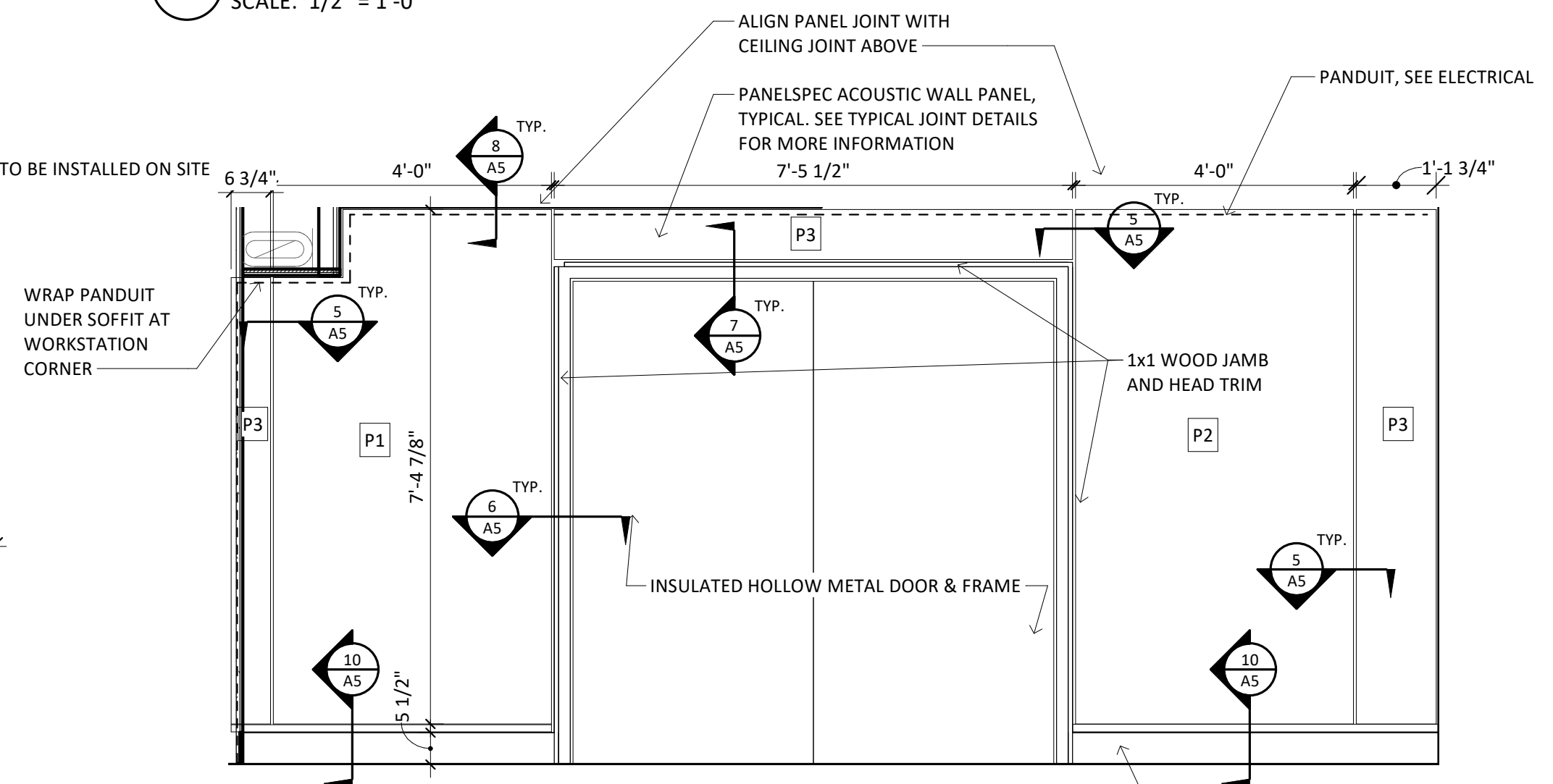
9 BASE JOINT W/O LED LIGHTING
 SCALE: 3" = 1'-0"



5 TYP. VERTICAL JOINT
 SCALE: 3" = 1'-0"



3 INTERIOR ELEVATION - B
 SCALE: 1/2" = 1'-0"



1 INTERIOR ELEVATION - A
 SCALE: 1/2" = 1'-0"

COMcheck Software Version COMcheckWeb
Envelope Compliance Certificate

Project Information

Energy Code: 2012 IECC
Project Title: BTFS - FINAL
Location: Springfield, Ohio
Climate Zone: 5a
Project Type: New Construction

Construction Site: Owner/Agent: Designer/Contractor:

Additional Efficiency Package(s)

Reduced interior lighting power. Requirements are implicitly enforced within interior lighting allowance calculations.

Table with 2 columns: Building Area, Floor Area. Row: 1-Flight Simulator Training Office (Office) : Nonresidential, 240

Envelope Assemblies

Table with 6 columns: Assembly, Gross Area or Perimeter, Cavity R-Value, Cont. R-Value, Proposed U-Factor, Budget U-Factor. Rows include Roof, Floor, NORTH, EAST, SOUTH, WEST.

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.
(b) Other components require supporting documentation for proposed U-factors.

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 1 of 18

Envelope PASSES: Design 6% better than code

Envelope Compliance Statement

Compliance Statement: The proposed envelope design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed envelope systems have been designed to meet the 2012 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

James Drummond, Architect Signature Date 12/30/2020

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 2 of 18

COMcheck Software Version COMcheckWeb
Interior Lighting Compliance Certificate

Project Information

Energy Code: 2012 IECC
Project Title: BTFS - FINAL
Project Type: New Construction

Construction Site: Owner/Agent: Designer/Contractor:

Additional Efficiency Package(s)

Reduced interior lighting power. Requirements are implicitly enforced within interior lighting allowance calculations.

Allowed Interior Lighting Power

Table with 4 columns: Area Category, Floor Area (ft2), Allowed Watts / ft2, Allowed Watts. Row: 1-Flight Simulator Training Office (Office), 240, 0.85, 204

Proposed Interior Lighting Power

Table with 5 columns: Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast, B Lamps/ Fixture, C # of Fixture, D Fixture Watt, E (C X D). Rows include LED 4" Recessed Can (A), LED: LED TAPE LIGHT @ 3.2W/FT: Other.

Interior Lighting PASSES: Design 18% better than code

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2012 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Ryan Roberts - Electrical Engineer Signature Date 12/30/20

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 3 of 18

COMcheck Software Version COMcheckWeb
Exterior Lighting Compliance Certificate

Project Information

Energy Code: 2012 IECC
Project Title: BTFS - FINAL
Project Type: New Construction
Exterior Lighting Zone: 3 (Other (LZ3))

Construction Site: Owner/Agent: Designer/Contractor:

Allowed Exterior Lighting Power

Table with 5 columns: Area/Surface Category, Quantity, B Allowed Watts / Wattage, C D Traddable Wattage, E Allowed Watts (B X C). Row: Airport Access Road (Main entry), 7 ft of door, 30, Yes, 210

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.
(b) A supplemental allowance equal to 750 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Proposed Exterior Lighting Power

Table with 5 columns: Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast, B Lamps/ Fixture, C # of Fixture, D Fixture Watt, E (C X D). Row: Airport Access Road (Main entry, 7 ft of door width): Tradable Wattage, LED: LED Wall Pack: Other.

Exterior Lighting PASSES: Design 97% better than code

Exterior Lighting Compliance Statement

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2012 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Ryan Roberts - Electrical Engineer Signature Date 12/30/20

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 4 of 18

COMcheck Software Version COMcheckWeb
Mechanical Compliance Certificate

Project Information

Energy Code: 2012 IECC
Project Title: BTFS - FINAL
Location: Springfield, Ohio
Climate Zone: 5a
Project Type: New Construction

Construction Site: Owner/Agent: Designer/Contractor:

Additional Efficiency Package(s)

Reduced interior lighting power. Requirements are implicitly enforced within interior lighting allowance calculations.

Mechanical Systems List

- Quantity System Type & Description
1 HVAC System (Single Zone): Split System Heat Pump, Heating Mode: Capacity = 32 kBtu/h, Proposed Efficiency = 9.50 HSPF, Required Efficiency = 7.70 HSPF, Cooling Mode: Capacity = 30 kBtu/h, Proposed Efficiency = 16.50 SEER, Required Efficiency: 13.00 SEER, Fan System: FAN SYSTEM 1 -- Compliance (Motor nameplate HP and fan efficiency method) : Passes

Mechanical Compliance Statement

Compliance Statement: The proposed mechanical design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2012 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

David Slade - Lead Mechanical Engineer Signature Date 12/30/20

Project Title: BTFS - FINAL Report date: 12/29/20
Data filename: BTFS - FINAL Page 5 of 18

COMcheck Software Version COMcheckWeb
Inspection Checklist

Energy Code: 2012 IECC

Requirements: 100.0% were addressed directly in the COMcheck software
Text in the "Comments/Assumptions" column is provided by the user in the COMcheck Requirements screen. For each requirement, the user certifies that a code requirement will be met and how that is documented, or that an exception is being claimed. Where compliance is itemized in a separate table, a reference to that table is provided.

Table with 4 columns: Section # & Req-ID, Plan Review, Complies?, Comments/Assumptions. Rows include C103.2 [PR1], C103.2 [PR2], C103.2 [PR4], C103.2 [PR8], C406 [PR9], C402.3.1 [PR10].

1 High Impact (Tier 1) 2 Medium Impact (Tier 2) 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 7 of 18

Table with 4 columns: Section # & Req-ID, Plan Review, Complies?, Comments/Assumptions. Rows include C402.3.1 [PR1], C402.3.2 [PR14], C402.3.2 [PR15].

Additional Comments/Assumptions:

Table with 2 columns: REVISIONS, CODE REVIEW COMMENT #. Row: 12/30/20

COMCHECK REPORT

SCALE

DATE

DRAWN BY

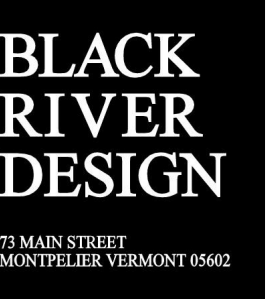
CHECKED BY

1 High Impact (Tier 1) 2 Medium Impact (Tier 2) 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20
Data filename: BTFS - FINAL Page 8 of 18

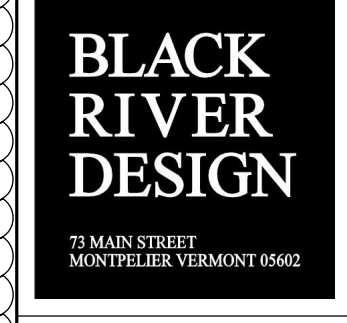
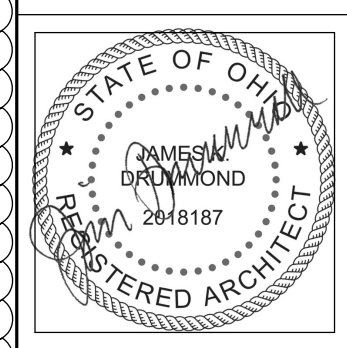


BETA TECHNOLOGIES-FLIGHT SIMULATOR
SPRINGFIELD, OHIO



REVISIONS
CODE REVIEW COMMENT #
COMCHECK REPORT
SCALE
DATE
DRAWN BY
CHECKED BY

A6



REVISIONS
12/30/20
CODE REVIEW COMMENT #
COMCHECK REPORT
SCALE
DATE 1/14/2021
DRAWN BY ADM
CHECKED BY KR

Table with 4 columns: Section # & Req.ID, Mechanical Rough-In Inspection, Complies?, Comments/Assumptions. Rows include ductwork operating >3 in. water column, air outlets and zone terminal devices, VAV fan motors, etc.

Additional Comments/Assumptions: Unenclosed spaces that are heated use only radiant heat.

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 12 of 18

Table with 4 columns: Section # & Req.ID, Mechanical Rough-In Inspection, Complies?, Comments/Assumptions. Rows include HVAC equipment efficiency, stair and elevator shaft vents, outdoor air and exhaust systems, etc.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 11 of 18

Table with 4 columns: Section # & Req.ID, Framing / Rough-In Inspection, Complies?, Comments/Assumptions. Rows include building envelope air barrier, factory-built fenestration, vestibules, etc.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 10 of 18

Table with 4 columns: Section # & Req.ID, Footing / Foundation Inspection, Complies?, Comments/Assumptions. Rows include exterior insulation, freeze protection, bottom surface of floor structures.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 9 of 18

Table with 4 columns: Section # & Req.ID, Final Inspection, Complies?, Comments/Assumptions. Rows include weathereals, heating and cooling to each zone, minimum one humidity control device, etc.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 16 of 18

Table with 4 columns: Section # & Req.ID, Insulation Inspection, Complies?, Comments/Assumptions. Rows include all sources of air leakage, roof R-value, roof insulation, etc.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 15 of 18

Table with 4 columns: Section # & Req.ID, Rough-In Electrical Inspection, Complies?, Comments/Assumptions. Rows include exterior grounds lighting, additional interior lighting power, etc.

Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 14 of 18

Table with 4 columns: Section # & Req.ID, Rough-In Electrical Inspection, Complies?, Comments/Assumptions. Rows include automatic controls to shut off all building lighting, independent lighting controls, lighting controls, etc.

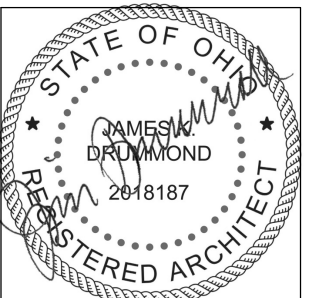
Additional Comments/Assumptions: None

Legend: 1 High Impact (Tier 1), 2 Medium Impact (Tier 2), 3 Low Impact (Tier 3)

Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 13 of 18



BETA TECHNOLOGIES-FLIGHT SIMULATOR
SPRINGFIELD, OHIO



REVISIONS	
1	12/30/20
2	
3	

COMCHECK REPORT & FASTENING SCHEDULE

SCALE
1/4" = 1'-0"

DATE
1/14/2021

DRAWN BY
ADM

CHECKED BY
KR

A8

FASTENING SCHEDULE

Material	Type	Size	Length	Specification	Spacing
Subfloor	wood screw	#8	3"	ASTM B117	12" on panel edge and 12" on panel interior, construction adhesive
Framing	nail	12D	3 1/4"	ASTM F1677	2 per stud end, floor plate 1 every 16"
Blocking to steal	metal screw, self taping	#12	2"	ASTM B117	24", construction adhesive
Sheet metal straps to steal	metal screw, self taping	#12	1 1/4"	ASTM B117	1 per strap
Sheet rock	wood screw	#8	1 5/8"	ASTM B117	16" spacing, edge sealing with acoustic caulk
Plywood on ceiling	wood screw	#8	2"	ASTM B117	8" spacing, Construction Adhesive
Acoustic panel track	wood screw	#8	1 5/8"	ASTM B117	12" spacing

*ZINC PLATED STEEL FASTENERS HAVE BEEN USED AT CONNECTIONS BETWEEN INTERIOR CONSTRUCTION ELEMENTS AND CONTAINER STEEL. CORROSION BETWEEN ZINCE PLATED STEEL AND WEATHERING STEEL IS UNLIKELY

16 17

Section # & Req. ID	Final Inspection	Complies?	Comments/Assumptions
C403.2.4.3.3 [F141] ¹	Systems include optimum start controls.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Exception: Requirement does not apply.
C403.2.4.1.1 [F142] ¹	Heat pump controls prevent supplemental electric resistance heat from coming on when not needed.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Exception: Requirement does not apply.
C403.2.4.1.1 [F142] ¹	Heat pump controls prevent supplemental electric resistance heat from coming on when not needed.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Exception: Requirement does not apply.
C408.2.5.1 [F17] ¹	Furnished HVAC as-built drawings submitted within 90 days of system acceptance.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C303.3. C408.2.5.3 [F18] ¹	Furnished O&M manuals for HVAC systems within 90 days of system acceptance.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.5.3 [F143] ¹	An air and/or hydronic system balancing report is provided for HVAC systems.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.3.2 [F110] ¹	HVAC control systems have been tested to ensure proper operation, calibration and adjustment of controls.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C402.4.8 [F126] ¹	Recessed luminaires in thermal envelope to limit infiltration and be IC rated and labeled. Seal between interior finish and luminaire housing.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Exception: Requirement does not apply.
C403.2.2 [F127] ¹	HVAC systems and equipment capacity does not exceed calculated loads.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.5.1 [F116] ¹	Furnished as-built drawings for electric power systems within 30 days of system acceptance.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C303.3. C408.2.5.2 [F117] ¹	Furnished O&M instructions for systems and equipment to the building owner or designated representative.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C405.5.2 [F118] ¹	Interior installed lamp and fixture lighting power is consistent with what is shown on the approved lighting plans, demonstrating proposed watts are less than or equal to allowed watts.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Interior Lighting fixture schedule for values.

1 High Impact (Tier 1) 2 Medium Impact (Tier 2) 3 Low Impact (Tier 3)

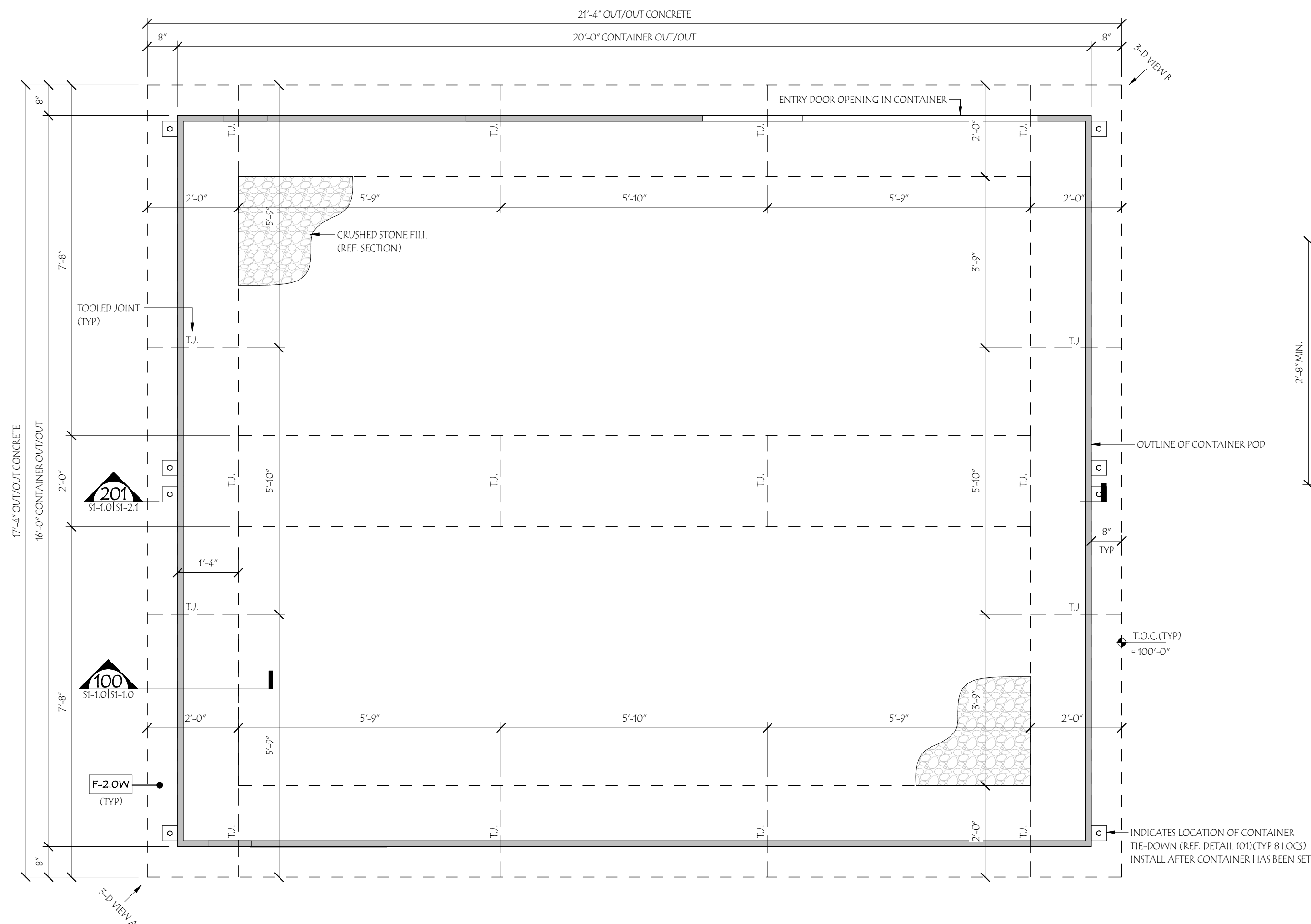
Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 17 of 18

Section # & Req. ID	Final Inspection	Complies?	Comments/Assumptions
C405.6.2 [F119] ¹	Exterior lighting power is consistent with what is shown on the approved lighting plans, demonstrating proposed watts are less than or equal to allowed watts.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Interior Lighting fixture schedule for values.
C408.2.1 [F128] ¹	Commissioning plan developed by registered design professional or approved agency.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.4 [F129] ¹	Preliminary commissioning report completed and certified by registered design professional or approved agency.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.5.4 [F130] ¹	Final commissioning report due to building owner within 90 days of receipt of certificate of occupancy.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.2.3.1 [F131] ¹	HVAC equipment has been tested to ensure proper operation.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.3 [F133] ¹	Lighting systems have been tested to ensure proper calibration, adjustment, programming, and operation.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.
C408.3 [F148] ¹	Lighting systems have been tested to ensure proper calibration, adjustment, programming, and operation.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	Requirement will be met.

Additional Comments/Assumptions:

1 High Impact (Tier 1) 2 Medium Impact (Tier 2) 3 Low Impact (Tier 3)

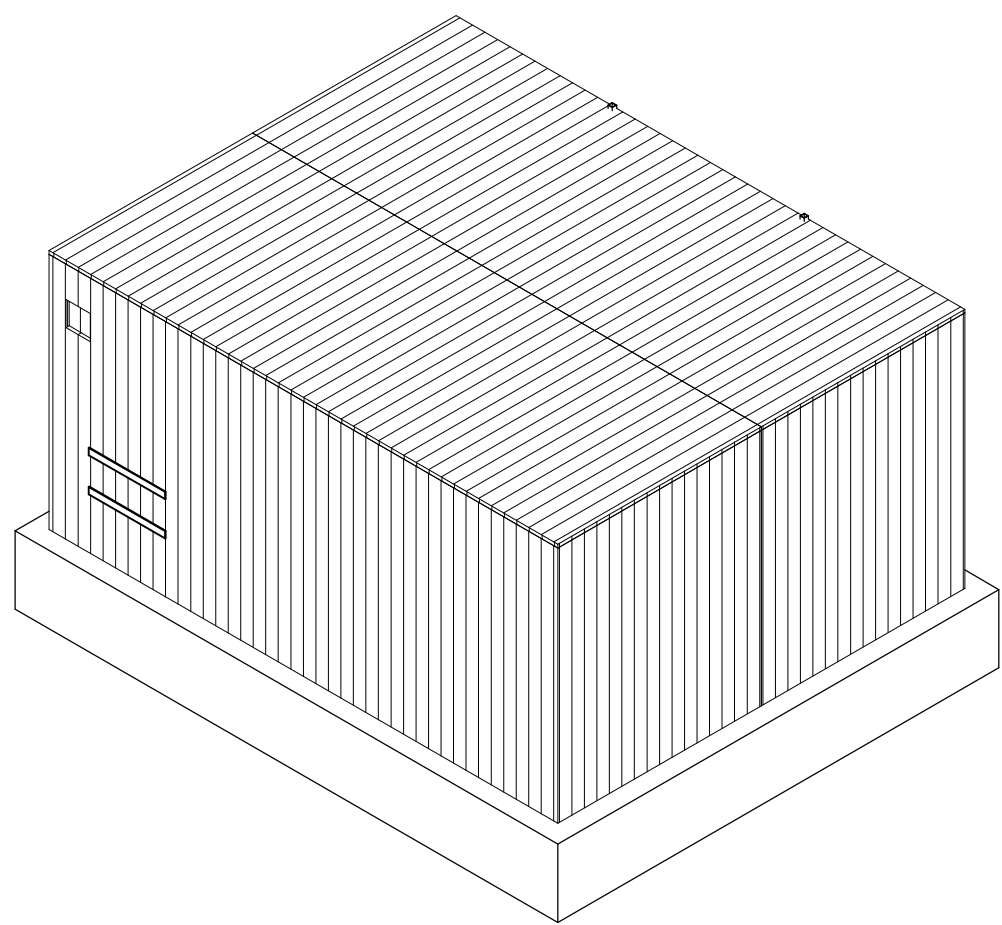
Project Title: BTFS - FINAL Report date: 12/30/20 Data filename: Page 18 of 18



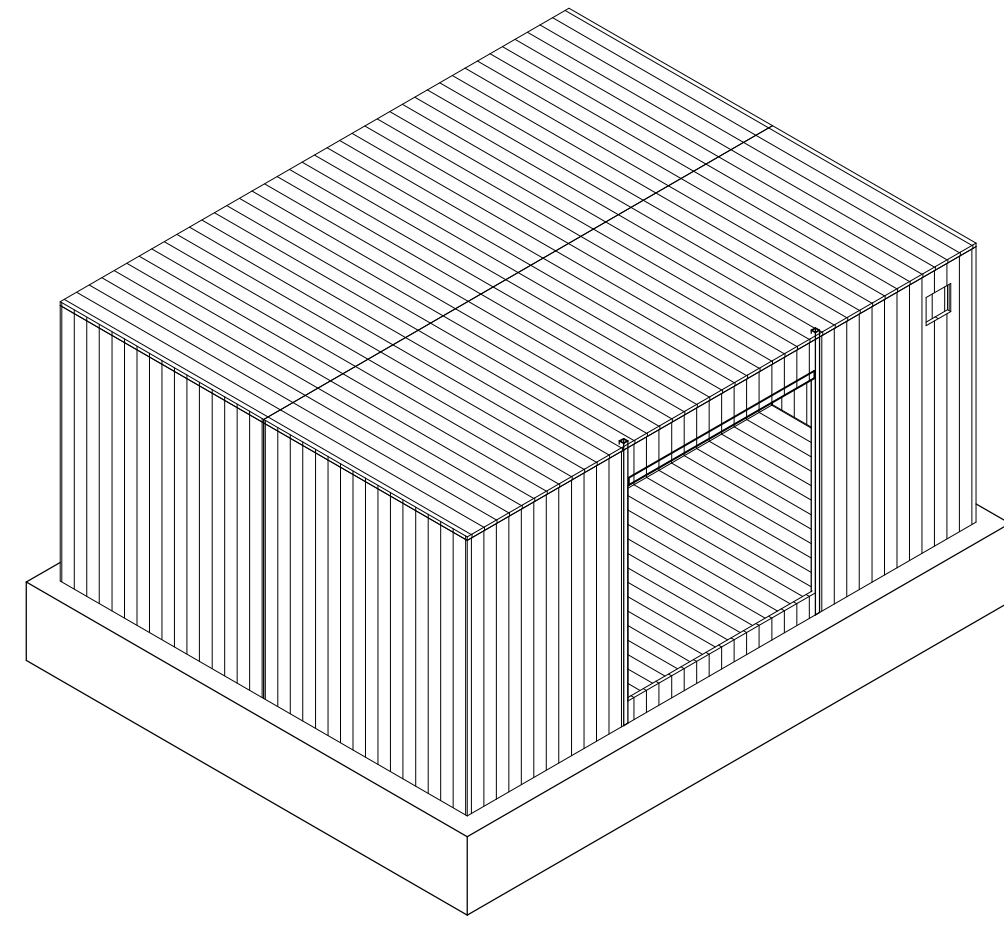
1 STRUCTURAL FOUNDATION PLAN

1. ELEVATION 100'-0" IS A DATUM ELEVATION. REFER TO CIVIL DRAWING FOR ACTUAL SITE ELEVATION.

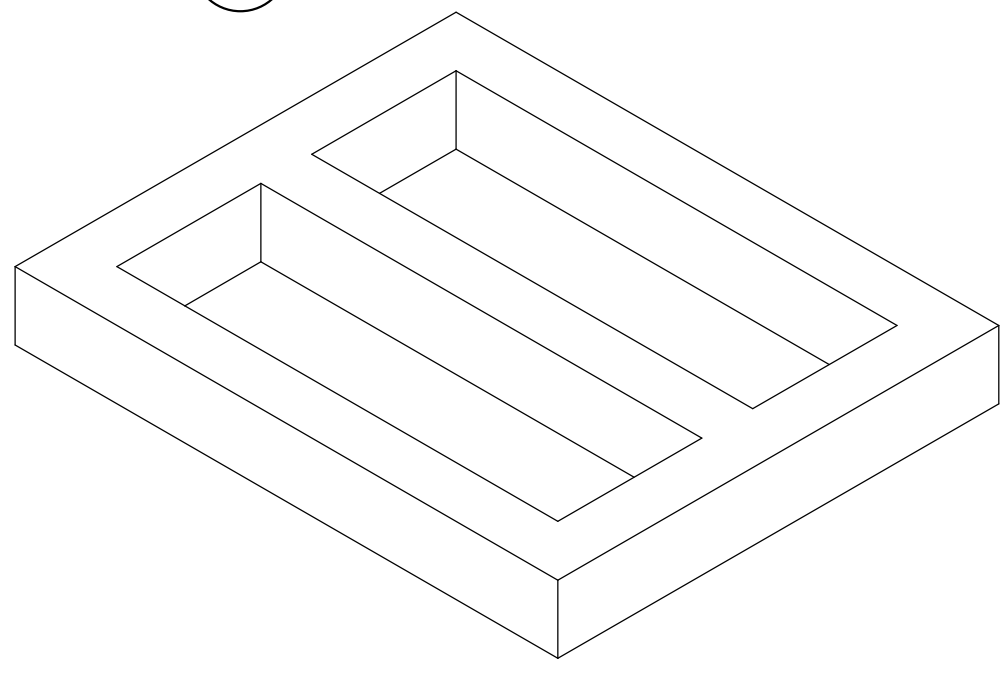
FOOTING SCHEDULE				
MARK	THICKNESS	CONSTRUCTION DETAILS	CONCRETE STRENGTH	CUBIC YARD
F-2.0W	2'-8"	- FLOAT FINISH - REINFORCE WITH (S) #5 CONT. T&B AND #5 TRANSVERSE @ 18" O.C. (TOP)	4000 PSI	17.1
Grand total				17.1



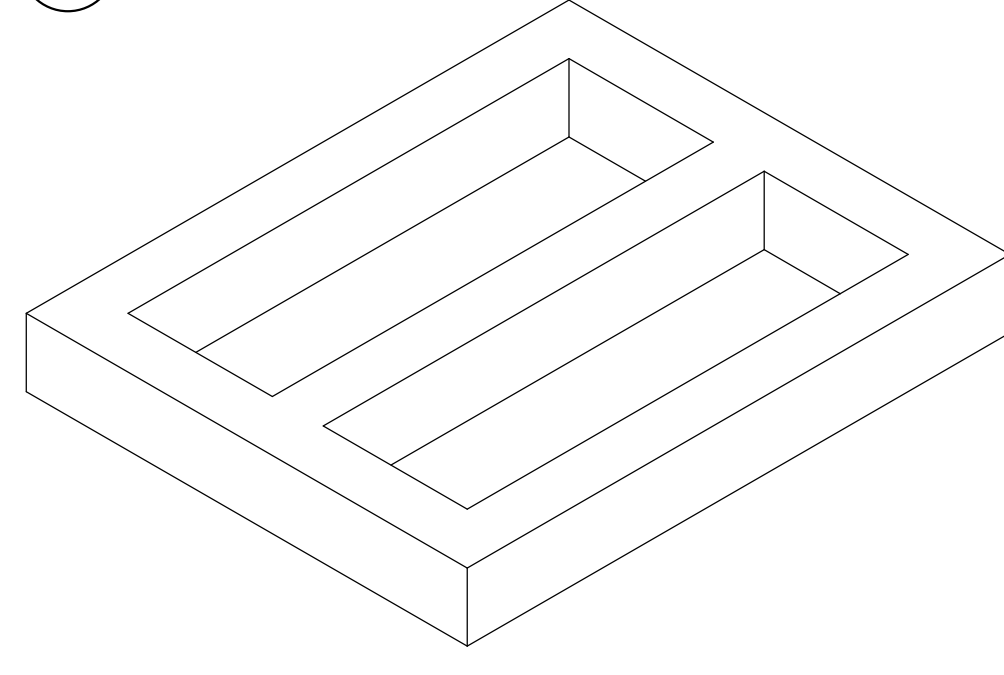
3 3-D RENDERING (FULL BUILD-OUT) VIEW A



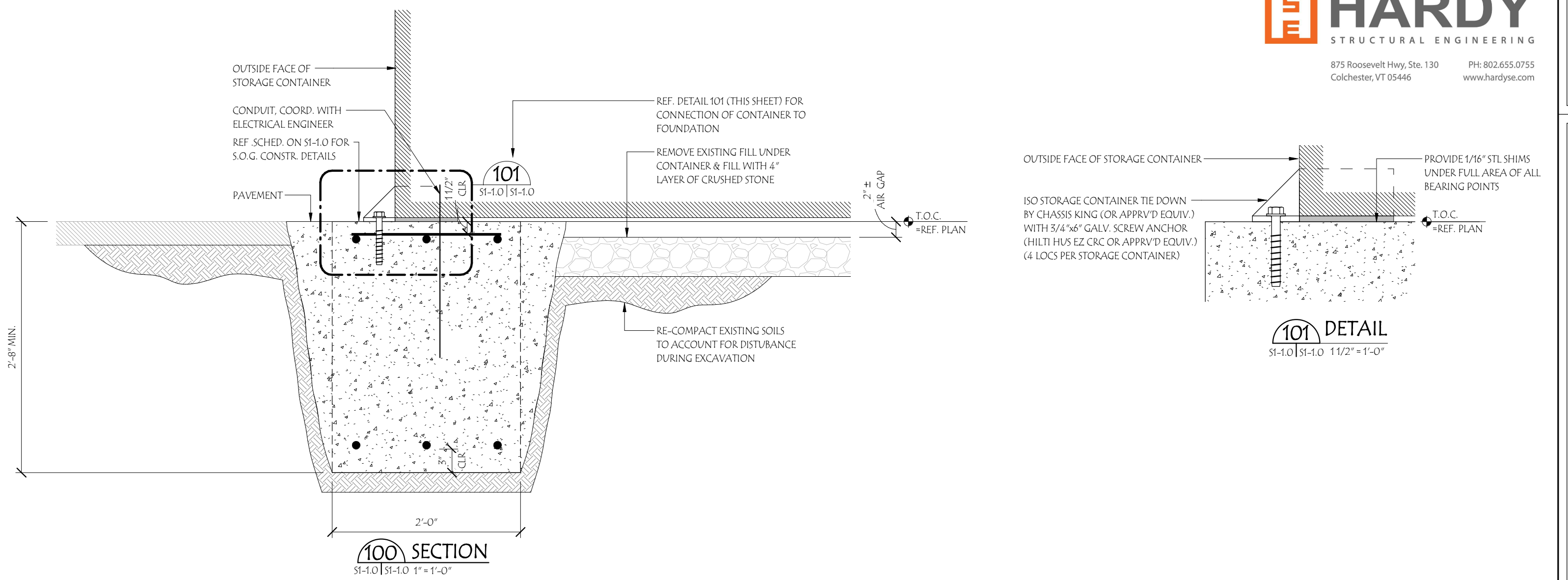
5 3-D RENDERING (FULL BUILD-OUT) VIEW B



2 3-D RENDERING (FOUNDATION) VIEW A



4 3-D RENDERING (FOUNDATION) VIEW B



STANDARD STRUCTURAL NOTES APPLY UNLESS OTHERWISE NOTED ON STRUCTURAL DRAWINGS

1. ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SITE, ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS, AND THE SPECIFICATIONS.

DESIGN CRITERIA
DESIGN LOADS IN ACCORDANCE WITH THE 2017 OHIO BUILDING CODE AND ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

- RISK CATEGORY = II
- DEAD LOAD
- ROOF = +15 PSF
 - FLOOR = +15 PSF
- LIVE LOAD
- FLOOR = +100 PSF
- SNOW LOAD
- GROUND SNOW (Pg) = +20 PSF
 - EXPOSURE FACTOR (Ce) = +1.0
 - THERMAL FACTOR (Ct) = +1.2
 - SNOW IMPORTANCE FACTOR (Is) = +1.0
 - FLAT ROOF SNOW LOAD (Ps) = +20 PSF
 - SLOPED ROOF SNOW LOAD (Ps) = N/A
- WIND LOAD
- ULTIMATE WIND SPEED (Vult) = +15 MPH
 - NOMINAL WIND SPEED (Vref) = +10 MPH
 - WIND IMPORTANCE FACTOR (Iw) = +1.0
 - EXPOSURE CATEGORY = C
 - INTERNAL PRESSURE COEFF (Gcpi) = +/- 0.18
- SEISMIC LOAD
- PERSON PROCEDURE = EQUIVALENT LATERAL FORCE PROCEDURE
 - SEISMIC IMPORTANCE FACTOR = +1.0
 - SITE CLASS = D
 - SITE COEFFICIENT (F_s) = +1.60
 - SITE COEFFICIENT (F_a) = +2.40
 - SHORT PERIOD RESPONSE (S_s) = +0.157g
 - 1 SECOND PERIOD RESPONSE (S₁) = +0.169g
 - SHORT PERIOD SPECTRAL RESPONSE (S_{ps}) = +0.251g
 - 1 SECOND PERIOD SPECTRAL RESPONSE (S_{ps1}) = +0.186g
 - 5% DAMPED SHORT PERIOD SPECTRAL RESPONSE (S_{ps5}) = +0.161g
 - 5% DAMPED 1 SECOND PERIOD SPECTRAL RESPONSE (S_{ps15}) = +0.110g
 - SEISMIC DESIGN CATEGORY = 8
 - BASIC SEISMIC FORCE RESISTING SYSTEMS = STEEL SYSTEMS NOT SPECIFICALLY DESIGNED FOR SEISMIC
 - RESPONSE MODIFICATION COEFF. (R) = +5.0
 - SYSTEM OVERSTRENGTH FACTOR (O_v) = +5.0
 - DEFLECTION AMPLIFICATION FACTOR (C_d) = +3.0
- ALLOWABLE SOIL BEARING PRESSURE = +5000 PSF (MINIMUM)
- ALLOWABLE LIVE LOAD DEFLECTION
- ROOFS = L/560
 - FLOORS = L/360
 - WALLS = L/240

- CONTAINER CONFORMANCE NOTE
- HARDY STRUCTURAL ENGINEERING HAS OBTAINED AND HAS THE SUBSTANTIAL AND NECESSARY KNOWLEDGE OF THE CONTENTS OF THE ORIGINAL SHIPPING CONTAINER'S FABRICATION CONSTRUCTION DOCUMENTS, SPECIFICATIONS, ENGINEERING CALCULATIONS, THE EMS SHIPPING CONTAINER DESIGN MANUAL AND ICC-ESR-4688.
 - CONTAINER DRAWINGS AND SPECIFICATIONS FROM CONTAINER SUPPLIER HAVE BEEN REVIEWED AND ACCEPTED FOR STRUCTURAL CONFORMANCE TO THE OHIO BUILDING CODE FOR GRAVITY (DEAD LOAD, LIVE LOAD, AND SNOW LOAD) AND LATERAL (WIND LOAD, AND SEISMIC LOAD).
 - ALTHOUGH THE REQUIREMENTS FROM THE CONTAINER MANUFACTURER REGARDING THE USE OF CORTEN STEEL FOR ALL REPAIRS AND REINFORCEMENT OF THE CONTAINERS, THEY ARE INTENDED FOR ANY REPAIRS OR REINFORCEMENT TO THE SHIPPING CONTAINER ITSELF BASED ON THE FACT THAT THE SHIPPING CONTAINER WILL BE CONTINUED TO BE USED AS A SHIPPING CONTAINER AND EXPOSED TO SALT WATER. FURTHER COMMUNICATION WITH THE CONTAINER SUPPLIER CONFIRMED THAT CORTEN STEEL IS NOT REQUIRED ON OUR APPLICATION SINCE ALL THE STEEL AND CONNECTIONS ARE PAINTED AND ARE NOT EXPOSED TO AN ELECTROLYTE SOLUTION SUCH AS SALT WATER THAT COULD CAUSE GALVANIC ACTION BETWEEN DISSIMILAR METALS. QUOTE DIRECT FROM THE SUPPLIER (KEVIN SMITH, JR. FROM EMS) STATES: "THE REPORTING AND DOCUMENTATION RELATED TO A642 IS FOR THE CONTAINER ONLY, NO REFERENCE OR APPLICATION TO THE REPAIRING OR MODIFYING THEREOF. THEREFORE, THE FACTORY SPECIFICATIONS REGARDING CORTEN OR EQUIVALENT ARE IN REFERENCE TO REPAIRS ONLY AND SHOULD HAVE NO BEARING ON YOUR MODIFICATIONS PROCESS AND CHOICES FOR MATERIAL." BASED ON THIS INFORMATION, CORTEN STEEL IS NOT REQUIRED FOR THE MODIFICATION WORK BEING PERFORMED AS PART OF THIS PROJECT AND THE USE OF ASTM A36 AND A500 STEEL IS CONSIDERED ACCEPTABLE.
 - THE CONTAINERS OBTAINED BY EMS THAT WERE USED ON THIS PROJECT HAVE BEEN INSPECTED IN ACCORDANCE WITH AC 462. THIS INCLUDES ALL MATERIALS AND WELDING WORK CONSTRUCTION. THIS APPROVED CRITERIA APPLIES TO THE CONTAINER ITSELF AS A PART OF THE PROJECT (MATERIAL) TO BE BUILT. APPLICATION FOR CERTIFICATION INCLUDES A QUALITY ASSURANCE MANUAL IDENTIFYING THE SCOPE OF THE CONTAINERS TO BE USED, AND THE ASSOCIATED PROCESS TO ENSURE COMPLIANCE OF THE CONTAINER FOR THE PROJECT. CERTIFICATION UNDER THIS AC 462 IS GRANTED BY ICC-ES, AND CERTIFICATION IS ISSUED UNDER AN ESR (EVALUATION SERVICE REPORT NUMBER. EMS CERTIFICATION IS ESR-4688, AC 462 AND THE ESR NUMBER ESR-4688 ARE ESSENTIALLY, ONE IN THE SAME, AS BOTH APPLY WHEN DISCUSSING THE CONTAINER MATERIALS AND WELDING AS PART OF ITS ORIGINAL CONSTRUCTION. THIS RELATES TO THE MATERIAL (CONTAINER ITSELF) ONLY. PRIOR TO CONSTRUCTION, DESIGN AND ENGINEERING RELATED TO ANY MODIFICATIONS BEING MADE TO THE CONTAINER.

STRUCTURAL MATERIALS

- CRUSHED STONE: UNIFORMLY GRADED, CLEAN, HARD CRUSHED STONE (VAOT 704.028) WITH A GRADATION AS FOLLOWS:
 - SIEVE DESIGNATION = #5 PASSINGS
 - 1" = 100
 - 3/4" = 90-100
 - 3/8" = 20-55
 - NO. 4 = 0-10
 - NO. 8 = 0-5
- FILTER FABRIC: MIRAFI 140N FILTER FABRIC, OR APPROVED EQUIV.
- RIGID INSULATION: ASTM C578, TYPE VI (THICKNESS AS INDICATED ON DRAWINGS)
- CONCRETE (CPI): NORMAL WEIGHT CONCRETE (NWC) 11,000 WITH THE FOLLOWING REQUIREMENTS:
 - 28-DAY CONCRETE STRENGTH = REFER TO SCHEDULES ON DRAWINGS
 - DESIGN MIX SPECIFICATIONS SHALL BE AS FOLLOWS:
 - PORTLAND CEMENT: = ASTM C150, TYPE I/II
 - AGGREGATE: = ASTM C68, NO. 87, TYPICAL
 - WATER: = POTABLE
 - MAXIMUM W/C RATIOS: = 0.50 (4,000 PSI)
 - SLUMP: = 5" MAX @ P.O.P. W/WATER REDUCER (WR), 8" MAX @ P.O.P. W/HIGH RANGE WATER REDUCER (H.R.W.R.)
 - ADMIXTURES:
 - USE AIR ENTRAINING AGENT CONFORMING TO ASTM C260 WITH 55+/- 15% (WALLS), 65+/- 15% (SLABS) TOTAL AIR IN ALL EXTERIOR CONCRETE (FOOTINGS, WALLS & SLABS).
 - USE WATER REDUCING AGENT CONFORMING TO ASTM C494, TYPE A IN ALL CONCRETE. CALCIUM CHLORIDE IS NOT ALLOWED TO INCREASE SET TIME.
- REINFORCEMENT STEEL: ASTM A615, GRADE 60, (GRADE 40 #5 BAR) (DEFORMED). REBAR SHALL BE EPOXY COATED AT ALL EXPOSED CONCRETE SLABS.
- STRUCTURAL STEEL:
 - "W" STRUCTURAL STEEL SECTIONS: ASTM A992, (F_y=50 KSI)
 - MISC. STEEL - SHAPES, PLATES, BARS, ETC.: ASTM A572 (F_y=50 KSI)
 - HSS TUBES: ASTM A500, GRADE C (F_y=50 KSI)
 - BOLTS (CONNECTIONS): ASTM A325 OR ASTM A490
 - BOLTS (ANCHORAGE): ASTM A307 OR F1554, GR. 36 U.N.C.
 - WELD ELECTRODES: E70XX

CODES AND STANDARDS

- DESIGN AND CONSTRUCTION SHALL COMPLY WITH THE LATEST REVISION (UNLESS OTHERWISE INDICATED) OF APPLICABLE CODES AND STANDARDS, INCLUDING THE FOLLOWING:
- BUILDING CODE: 2017 OHIO BUILDING CODE (OBC 2017)
 - DESIGN LOADS: 2017 OHIO BUILDING CODE (OBC 2017) ALONG WITH AMERICAN SOCIETY OF CIVIL ENGINEERS, ASCE 7-10, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
 - CONCRETE: AMERICAN CONCRETE INSTITUTE (ACI), CONCRETE REINFORCING STEEL INSTITUTE (CRSI), PRESTRESSED CONCRETE INSTITUTE (PCI) OR AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - ACI 308 - SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS
 - ACI 302 - CONCRETE FLOOR AND SLAB CONSTRUCTION
 - ACI 304 - MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE
 - ACI 305 - HOT WEATHER CONCRETING
 - ACI 308 - COLD WEATHER CONCRETING
 - ACI 309 - DETAILS AND DETAILING OF CONCRETE REINFORCEMENT
 - ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 - ACI SP-15 - FIELD REFERENCE MANUAL
 - ACI SP-46 - ACI DETAILING MANUAL
 - CRSI - MANUAL OF STANDARD PRACTICE
 - ASTM C94 - STANDARD SPECIFICATION FOR READY MIX CONCRETE
 - STEEL: AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), AMERICAN WELDING SOCIETY (AWS), STEEL JOIST INSTITUTE (SJI), STEEL DECKING INSTITUTE (SDI), AMERICAN IRON AND STEEL INSTITUTE (AISI)
 - AISC - MANUAL OF STEEL CONSTRUCTION - LOAD AND RESISTANCE FACTOR DESIGN (LRFD)
 - AWS D11 - STRUCTURAL WELDING CODE - STEEL

COLD WEATHER CONSTRUCTION PROCEDURES

- CONTRACTOR SHALL CONTINUOUSLY PROTECT SOILS, CONCRETE, MASONRY AND OTHER BUILDING MATERIALS FROM DAMAGE DUE TO COLD TEMPERATURES, UNTIL THE BUILDING HAS BEEN TURNED OVER TO THE OWNER. PROTECTION MAY INCLUDE TEMPORARY ENCLOSURES, INSULATED BLANKETS AND TEMPORARY HEATING.
- CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGED OR DEFECTIVE WORK, IN A MANNER APPROVED BY THE ENGINEER. ALL PROTECTIVE AND CORRECTIVE WORK SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

CRUSHED STONE FILL

- PRIOR TO PLACING CRUSHED STONE FILL REMOVE ALL ORGANIC MATERIAL, DEBRIS AND ANY OTHER DELETERIOUS MATERIAL.
- CRUSHED STONE FILL SHALL BE PLACED IN 6" (MAX) LIFTS AND CONSOLIDATED USING A HAND OPERATED VIBRATORY PLATE COMPACTOR. A MINIMUM OF TWO (2) PASSES PER LIFT IS REQUIRED.
- REFER TO "SHOP DRAWINGS & PROJECT SUBMITTALS" FOR SUBMITTAL REQUIREMENTS. REFER TO "FIELD TESTING FOR QUALITY CONTROL" FOR FIELD TESTING REQUIREMENTS.

FOUNDATIONS

- FOUNDINGS SHALL REST ON SUITABLE UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL.
- THE PRESENCE/ABSENCE OF LEDGE AT PROPOSED FOOTING LOCATIONS HAS NOT BEEN DETERMINED. PROMPTLY NOTIFY ENGINEER IF LEDGE IS ENCOUNTERED DURING FOUNDATION EXCAVATION AND Awaiting FURTHER INSTRUCTIONS BEFORE PROCEEDING.
- DO NOT PLACE FOOTINGS, SLABS OR ANY OTHER CONCRETE SECTIONS ON FROZEN GROUND. REMOVE ALL FROZEN MATERIALS AND REPLACE WITH COMPACTED STRUCTURAL FILL OR CONSOLIDATED CRUSHED STONE.
- THE CONTRACTOR SHALL PROVIDE THE NECESSARY EQUIPMENT TO CONTINUOUSLY DRAIN THE SITE TO FACILITATE CONSTRUCTION AND SAFE WORKING CONDITIONS.

CONCRETE

- ALL BAR REINFORCEMENT SHALL BE PERFORMED BARS. REINFORCEMENT SHALL BE SECURELY TIED IN ITS PROPER PLACE BEFORE AND DURING PLACING OPERATIONS. USE APPROVED CHAIRS AND SPACERS AS REQUIRED. NO CONCRETE BARS SHALL BE CUT OR OMITTED IN THE FIELD WITHOUT THE APPROVAL OF THE ENGINEER. USE PLASTIC TRIPPED ACCESSORIES IN CONCRETE EXPOSED TO WEATHER, WATER OR VIBRATION.
- LAP ALL BARS 50 DIAMETERS MINIMUM AT SPLICE LOCATIONS UNLESS INDICATED OTHERWISE ON THE DRAWINGS. SPLICES ARE TO BE STAGGERED WHEREVER POSSIBLE.
- WHERE SPECIFIED OR REQUIRED, REINFORCEMENT IN THE SHOP ONLY - ONLY COLD BENDING WILL BE PERMITTED.
- CONCRETE COVER OVER REINFORCEMENT SHALL AS FOLLOWS (UNLESS OTHERWISE NOTED ON DRAWINGS):
 - CONCRETE EXPOSED TO WEATHER: = 1"
 - CONCRETE EXPOSED TO EARTH & WEATHER: = 2"
 - #5 BAR OR SMALLER: = 1 1/2"
- ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
- WHERE CONCRETE IS TO BE PLACED BY PUMPING, ALL WORK MUST CONFORM TO ACI 304.2. WHEN PLACING CONCRETE AT TEMPERATURES ABOVE 90°F OR BELOW 40°F, STRICTLY ADHERE TO THE PROCEDURES AND RECOMMENDATIONS IN ACI 305 (HOT WEATHER CONCRETE) AND ACI 306 (COLD WEATHER CONCRETE).
- PROMPT VIBRATION OF ALL CONCRETE IS ESSENTIAL. THE CONTRACTOR SHALL MAKE PROVISIONS FOR BACK-UP VIBRATION EQUIPMENT.
- CONCRETE TEMPERATURE DURING THE FIRST SEVEN DAYS SHALL BE MAINTAINED BETWEEN 50°F AND 90°F. RAPID DRYING MUST BE PREVENTED.
- CURING:
 - A HORIZONTAL SURFACES SHALL BE KEPT CONTINUOUSLY MOIST FOR A MINIMUM OF SEVEN DAYS. INSTALL A MOISTURE RETAINING COVER (PNA HYDRACURE 316 SINGLE USE CURING COVER, OR APPROVED EQUIVALENT) OVER HORIZONTAL SURFACES IN ORDER TO RETAIN MOISTURE OR PROVIDE CURING/SEALING COMPOUND.
 - A SEAL ALL EXTERIOR CONCRETE WITH SEALING COMPOUND.

CONCRETE SEALING

- CONCRETE CONTRACTOR SHALL INSTALL ELECTRICAL GROUNDING DETAIL TO FOUNDATION REBAR IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. COORDINATE ACTUAL INSTALLATION DETAILS WITH ELECTRICAL SUBCONTRACTOR TO ASSURE CONFORMANCE WITH THE CODE.
- REFER TO "SHOP DRAWINGS & PROJECT SUBMITTALS" FOR SUBMITTAL REQUIREMENTS.
- REFER TO "FIELD TESTING FOR QUALITY CONTROL" FOR TESTING REQUIREMENTS.

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS (LRFD)" AND TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE. ALL WELDING SHALL CONFORM TO THE AWS "CODE FOR WELDING IN BUILDING CONSTRUCTION".
- DIMENSIONAL TOLERANCES SHALL COMPLY WITH LATEST EDITION OF "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIGES".
- NO FIELD BURNING CUTTING OR OTHER ALTERATIONS OF PRIMARY STRUCTURAL STEEL IS PERMITTED WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
- ALL FIELD CONNECTIONS ARE TO BE BOLTED EXCEPT WHERE WELDING IS SPECIFIED. ALL WELDS (SHOP OR FIELD WELDS) EXPOSED-TO-VIEW IN THE FINAL PRODUCT ARE TO BE GRIND SMOOTH.
- FIELD FINISH: ALL STRUCTURAL STEEL SHALL BE PRIMED AND PAINTED.

OHIO BUILDING APPROVED

STATE OF OHIO
TIMOTHY P. HARDY
E-86329
REGISTERED PROFESSIONAL ENGINEER

BLACK RIVER DESIGN
71 MAIN STREET
WHEELERS, VERMONT 05602

REVISIONS

NO.	DATE
3	1/22/2021
2	1/5/2021
1	12/8/2020

SIMULATOR FOUNDATION PLAN

SCALE
As indicated

DATE
12/04/2020

DRAWN BY
SMD

CHECKED BY
TIM HARDY

S1-1.0

BETA TECHNOLOGIES-FLIGHT SIMULATOR
SPRINGFIELD, OH

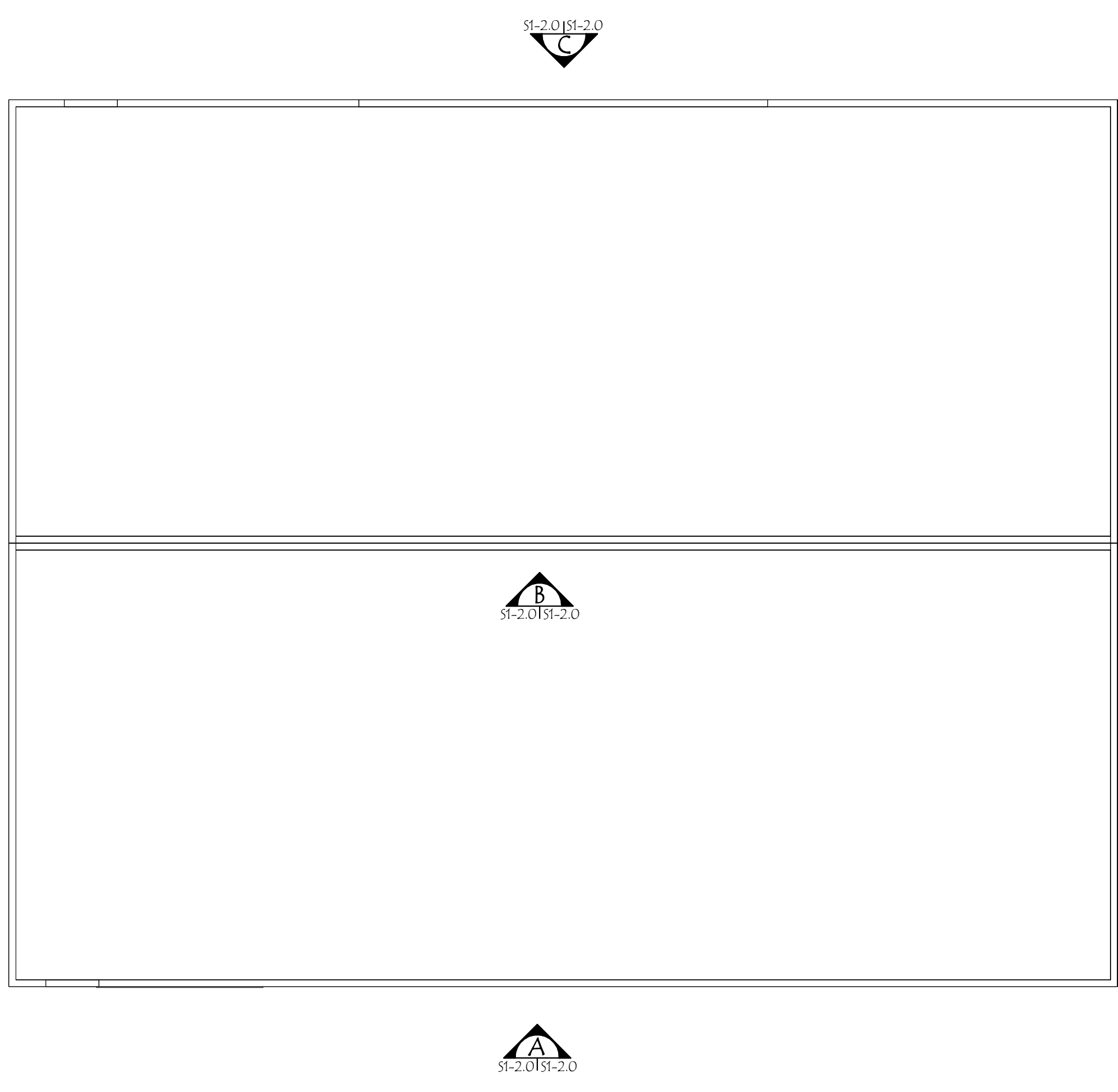
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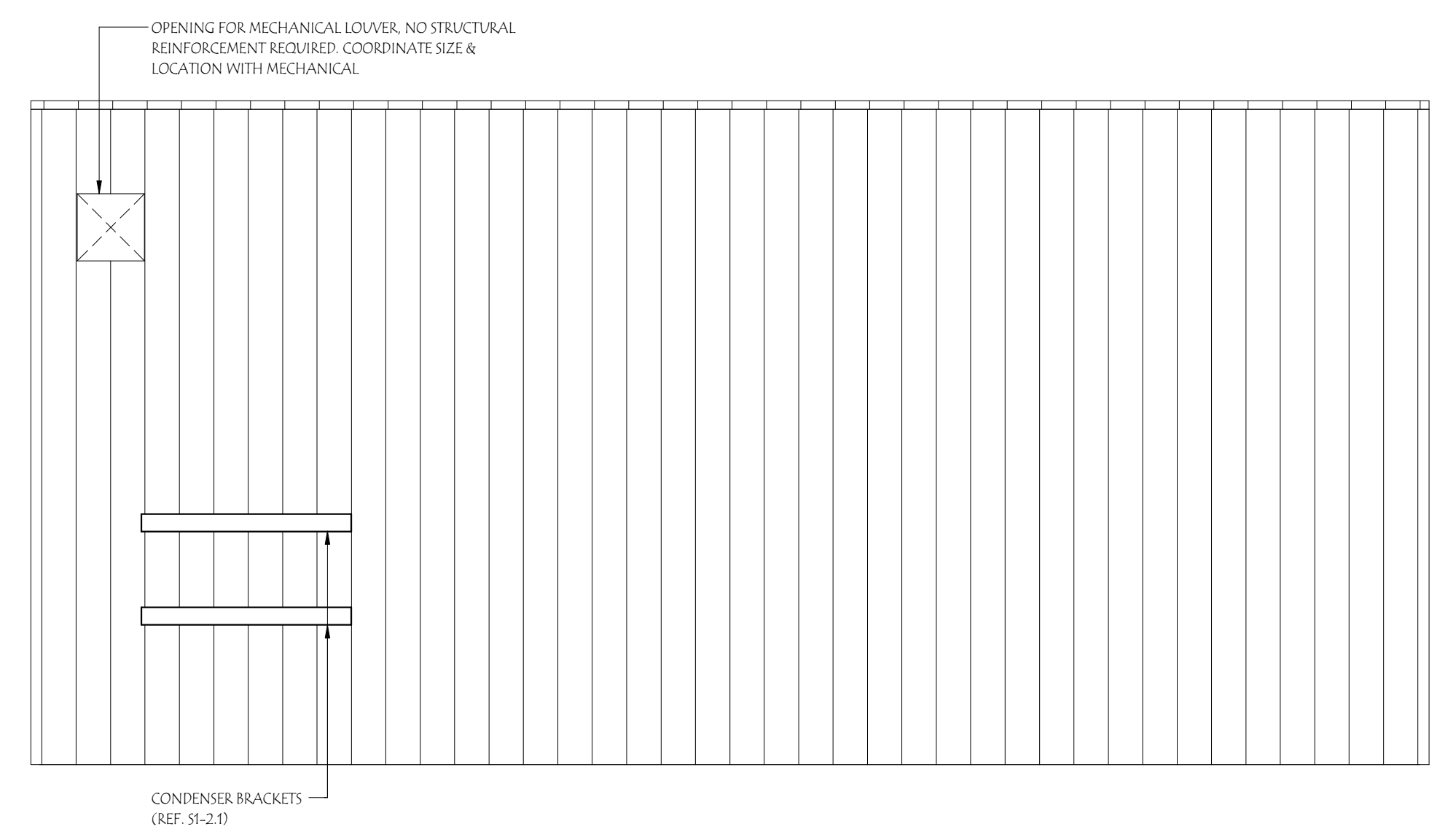
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20-095-00

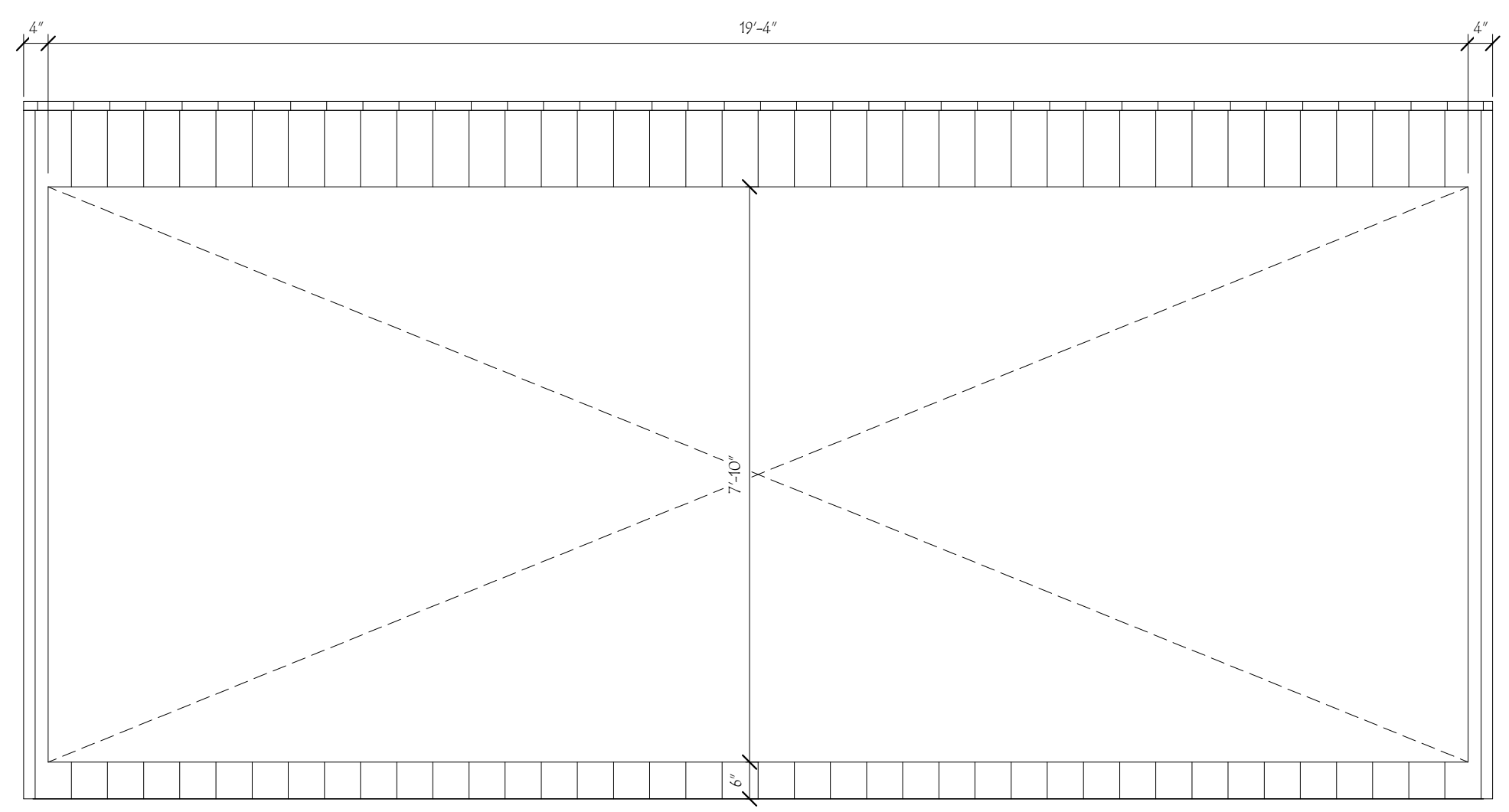
BETA TECHNOLOGIES-FLIGHT SIMULATOR
SPRINGFIELD, OH



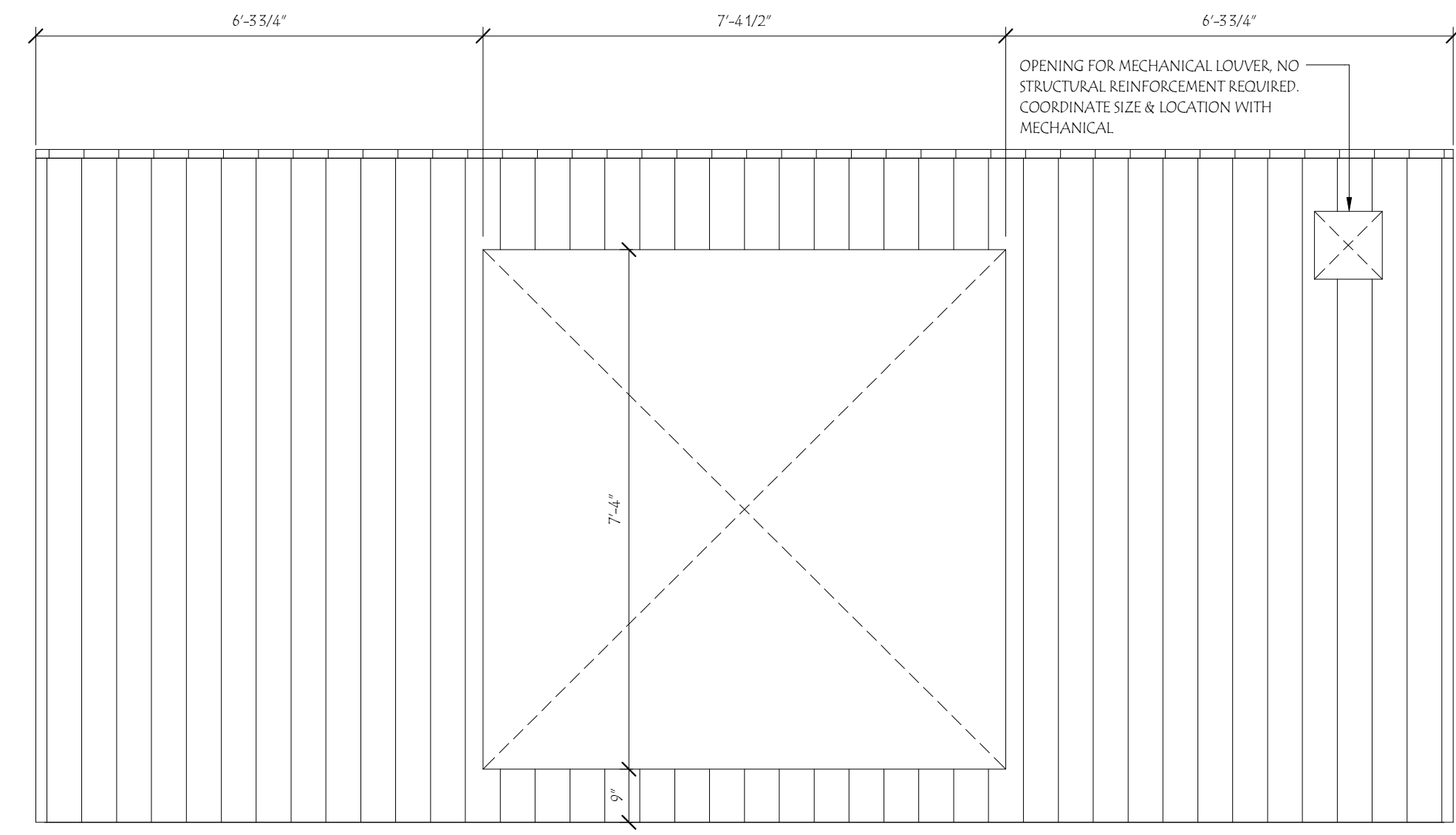
1 STRUCTURAL SIMULATOR CUTTING PLAN
1/2" = 1'-0"



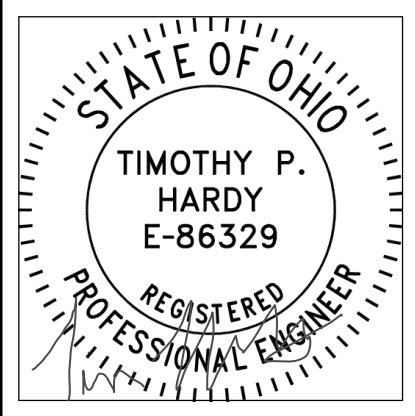
A ELEVATION
1/2" = 1'-0"



B ELEVATION
1/2" = 1'-0"
NOTES:
1. TYPICAL AT BOTH CONTAINERS.



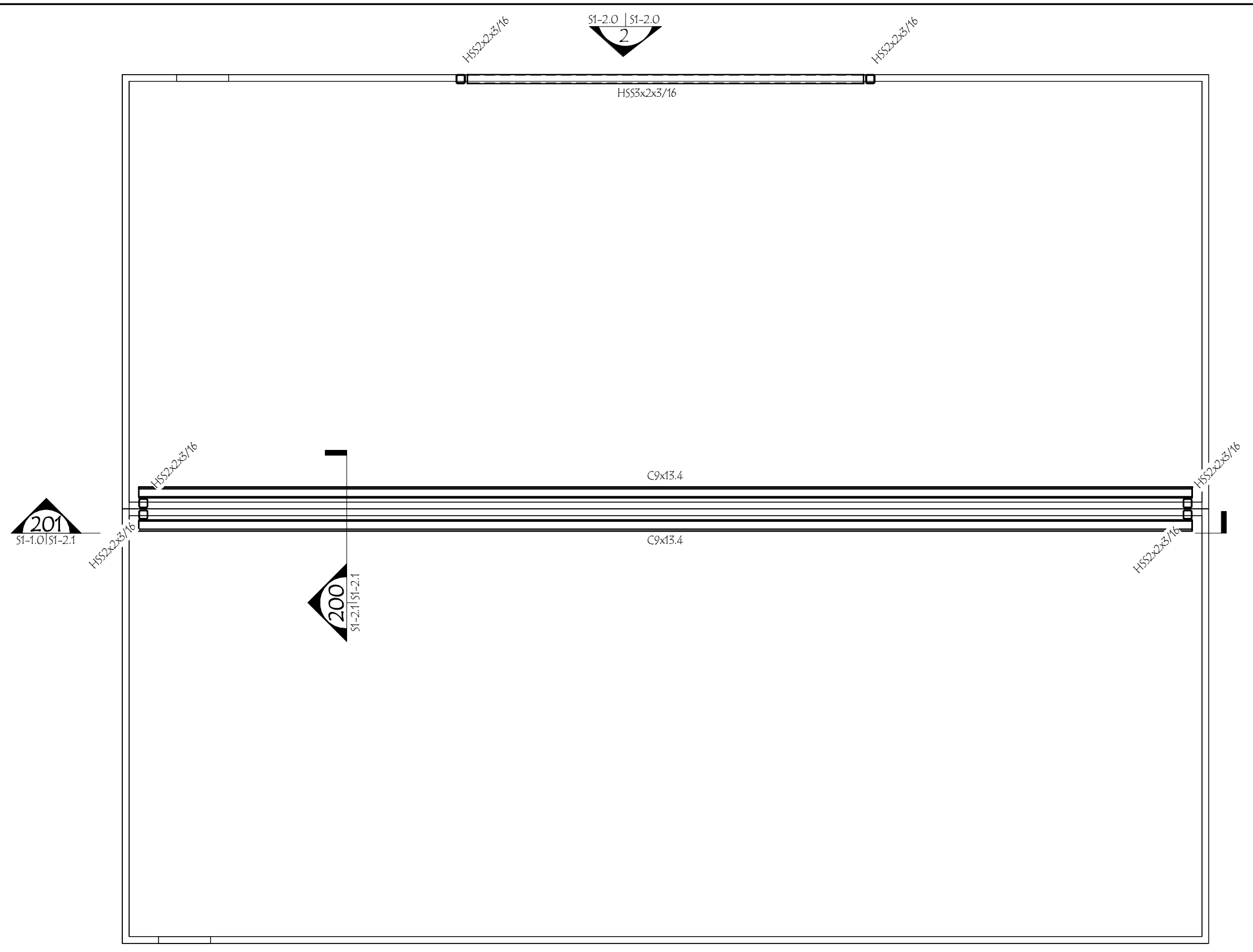
C ELEVATION
1/2" = 1'-0"



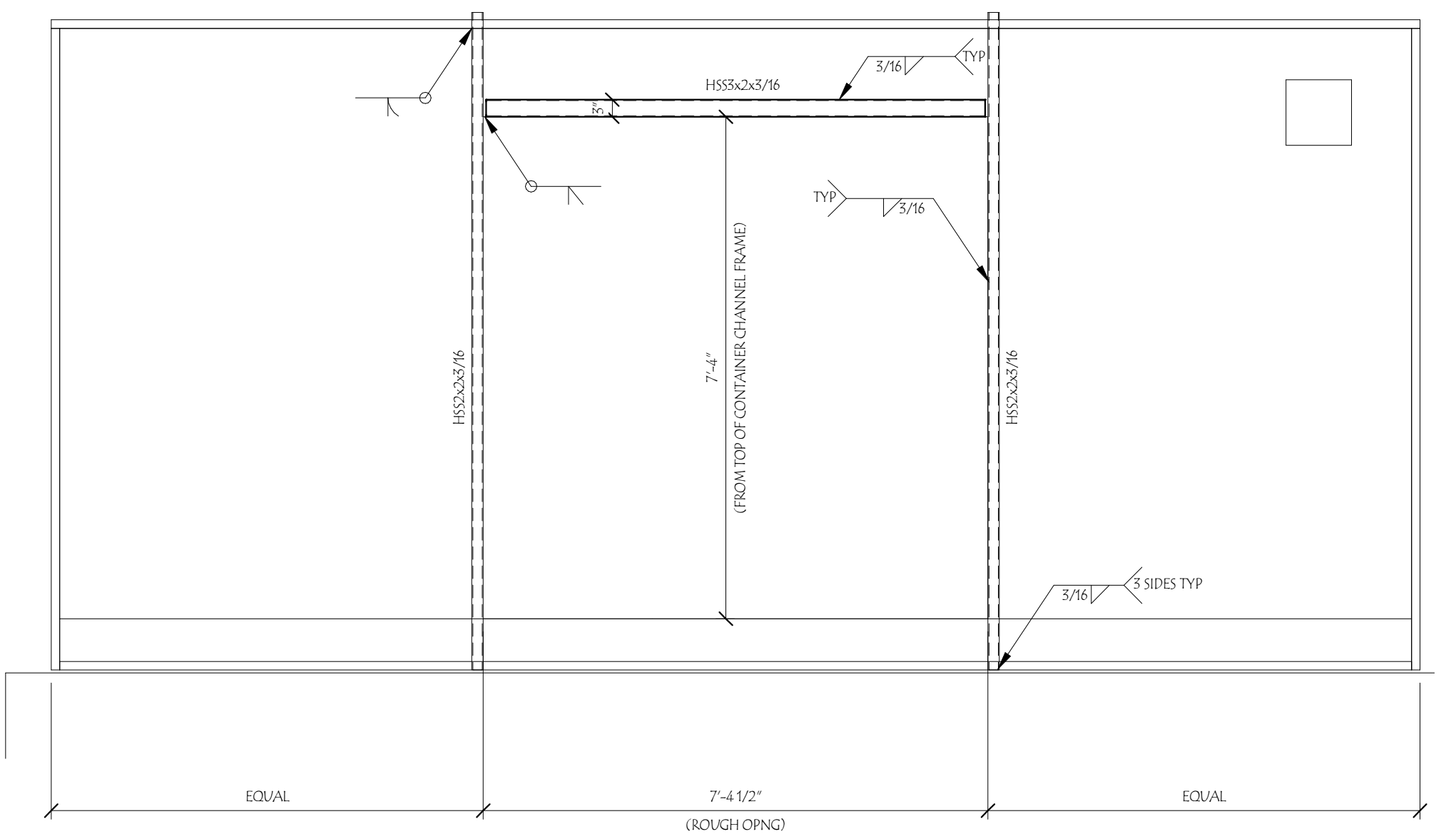
REVISIONS	
1	1/5/2021

SIMULATOR CUTTING PLAN & ELEVATIONS
SCALE
1/2" = 1'-0"
DATE
12/04/2020
DRAWN BY
SMD
CHECKED BY
TIM HARDY

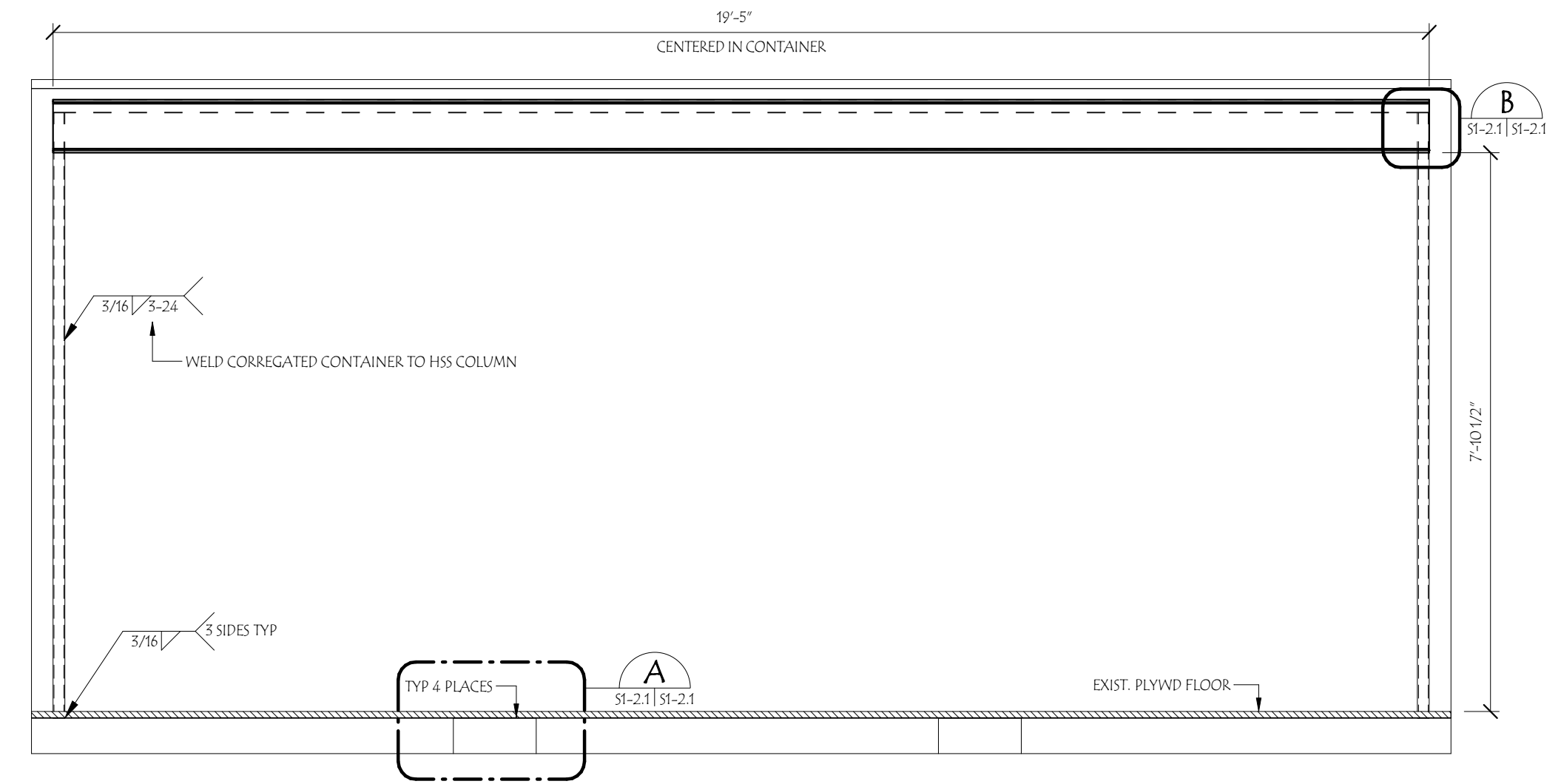
S1-2.0



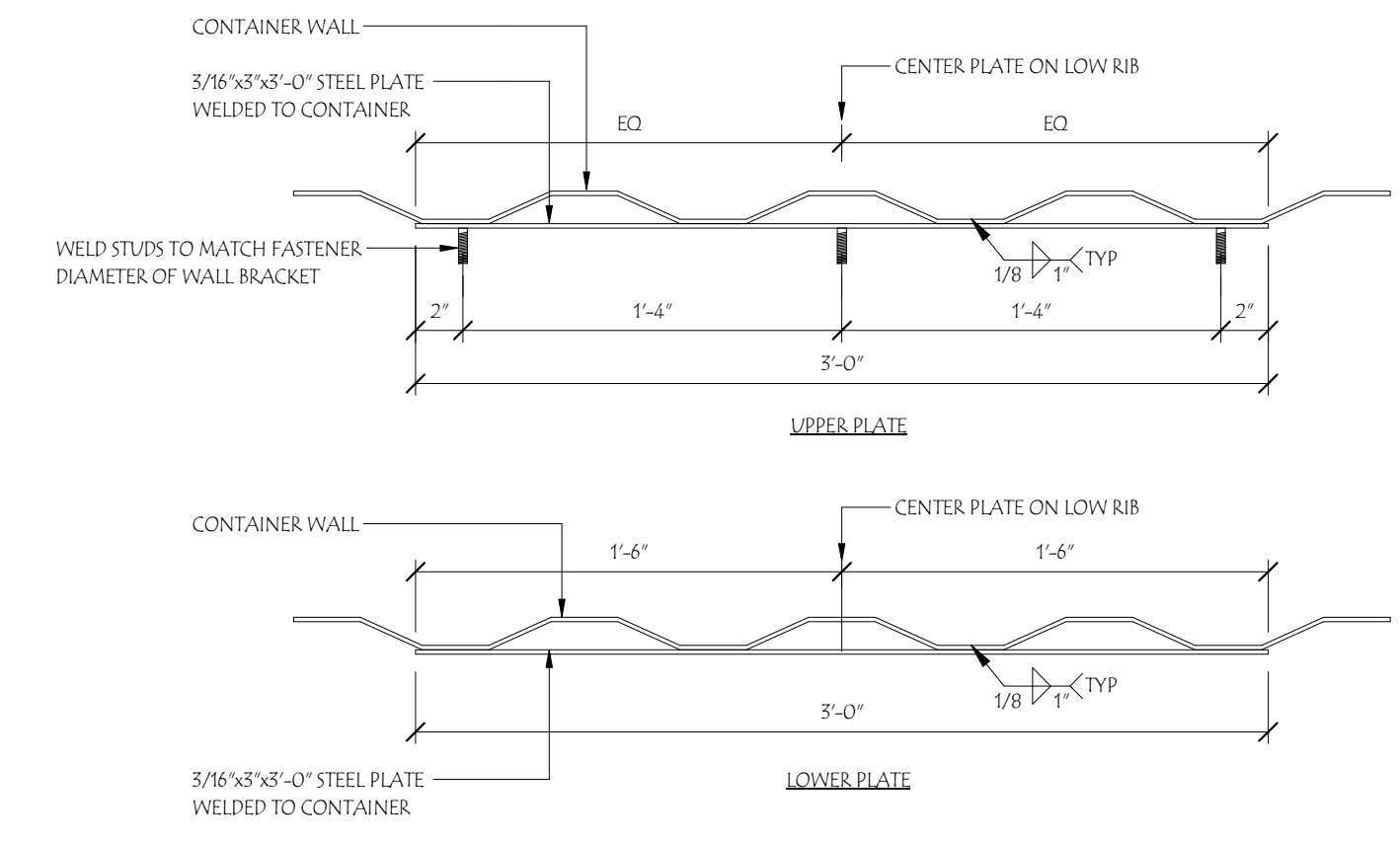
1 STRUCTURAL SIMULATOR ROOF FRAMING PLAN
S1-21 1/2" x 1'-0"



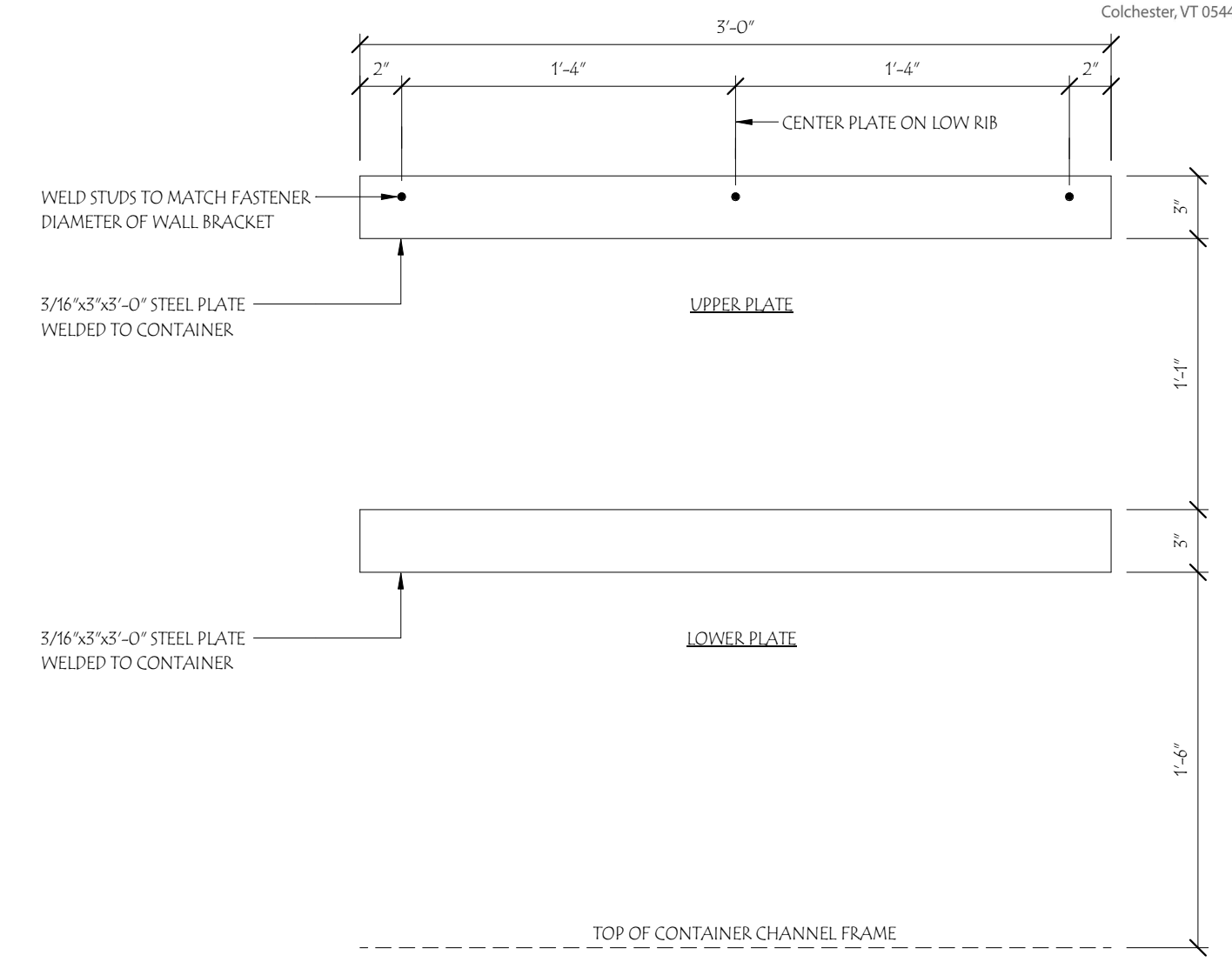
2 ELEVATION
S1-21 1/2" x 1'-0"



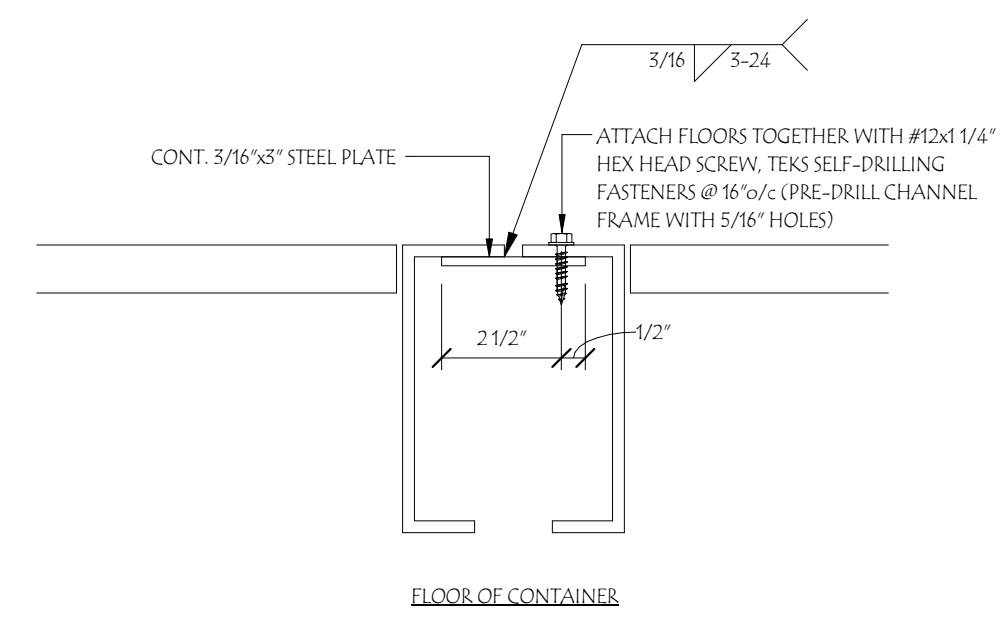
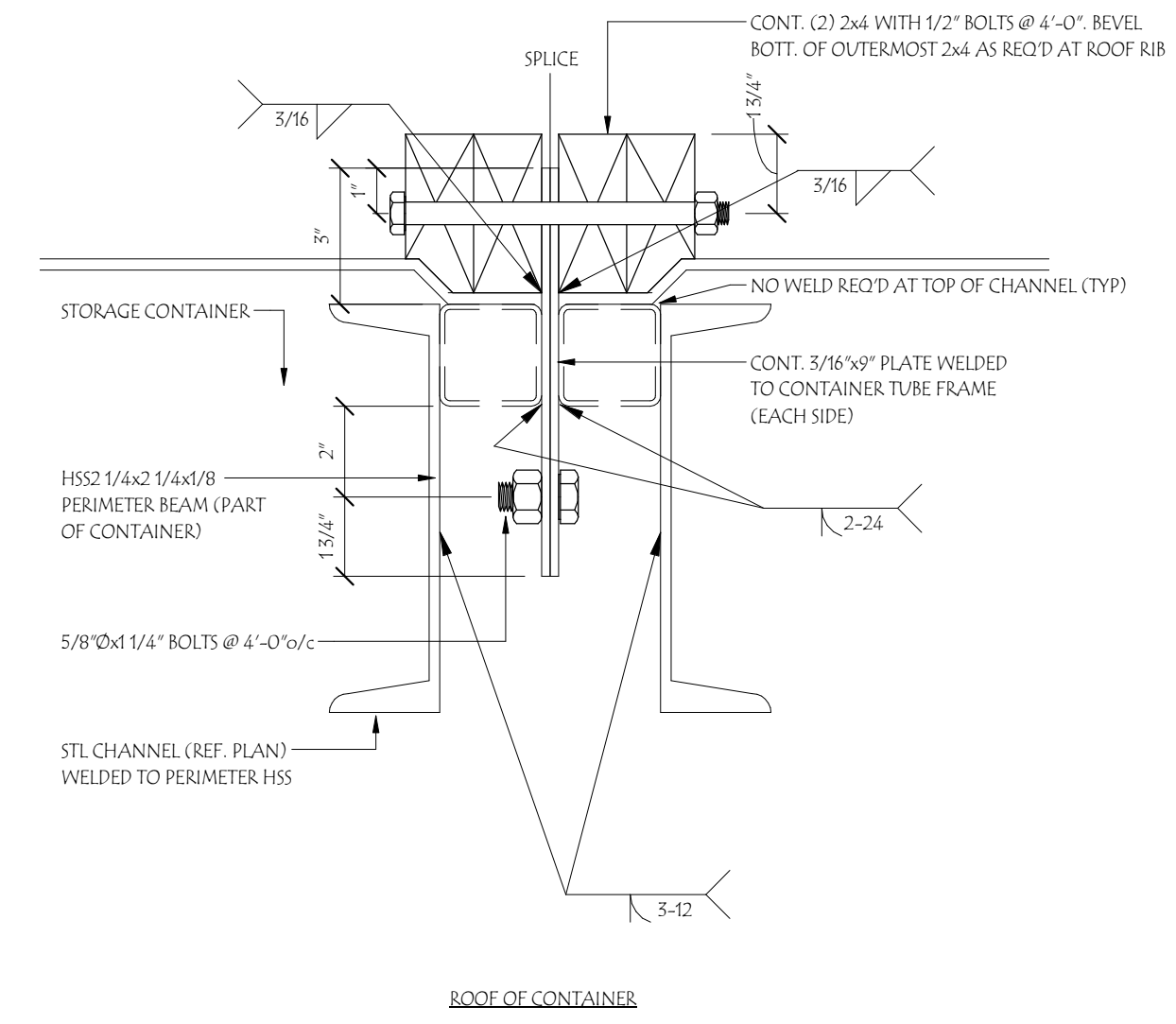
201 SECTION
S1-1.0 | S1-2.1 1/2" x 1'-0"



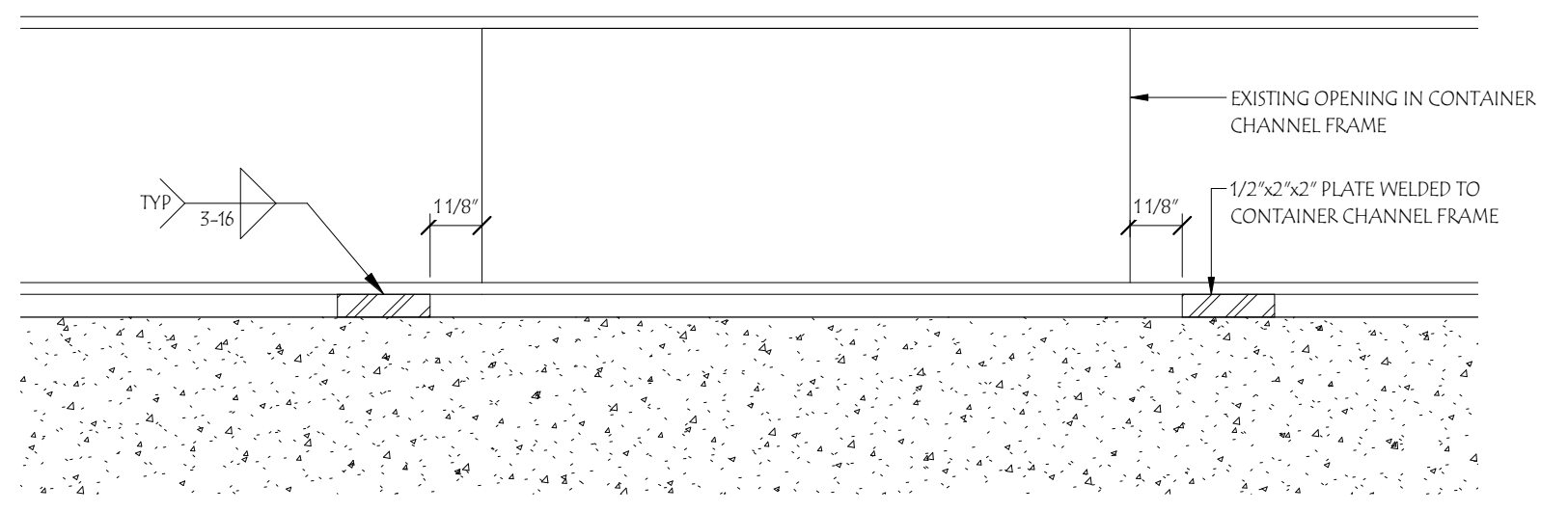
3 CONDENSER UNIT CU-1 BRACKET CONNECTION DETAILS (PLAN VIEW)
S1-2.1 1 1/2" x 1'-0"
NOTES:
1. COORDINATE FINAL LOCATION OF CONDENSER UNIT WITH MECHANICAL DRAWINGS.



4 CONDENSER UNIT CU-1 BRACKET CONNECTION DETAILS (ELEVATION VIEW)
S1-2.1 1 1/2" x 1'-0"

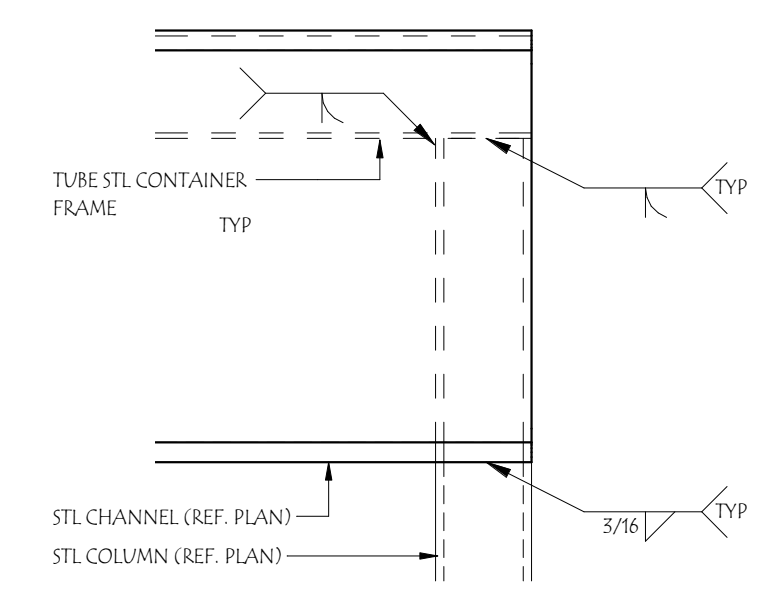


200 SECTION
S1-2.1 | S1-2.1 3' x 1'-0"



A DETAIL
S1-2.1 | S1-2.1 3' x 1'-0"

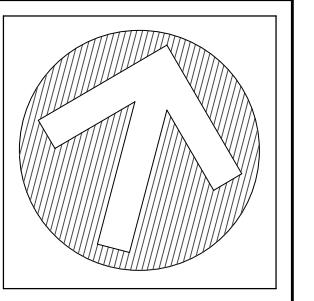
NOTES:
1. THIS DETAIL OCCURS AT THE LOCATION WHERE THE SIDE CONTAINER WALLS ARE BEING REMOVED (I.E. THE INTERIOR WALL OF THE CONTAINER WHERE THEY JOIN)



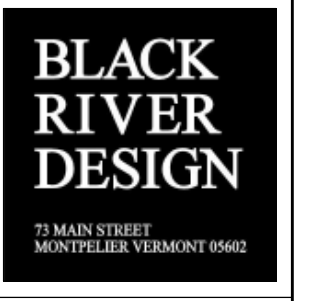
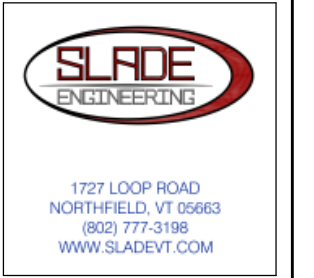
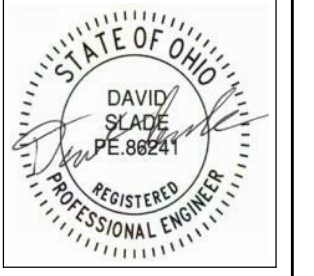
B DETAIL
S1-2.1 | S1-2.1 3' x 1'-0"

REVISIONS	
1	1/5/2021

SIMULATOR FRAMING PLAN & DETAILS
SCALE: As indicated
DATE: 12/04/2020
DRAWN BY: SMID
CHECKED BY: TIM HARDY



BETA TECHNOLOGIES-FLIGHT SIMULATOR
 SPRINGFIELD, OHIO



REVISIONS

NO.	DESCRIPTION

Mechanical Plan

SCALE
1/2" = 1'-0"

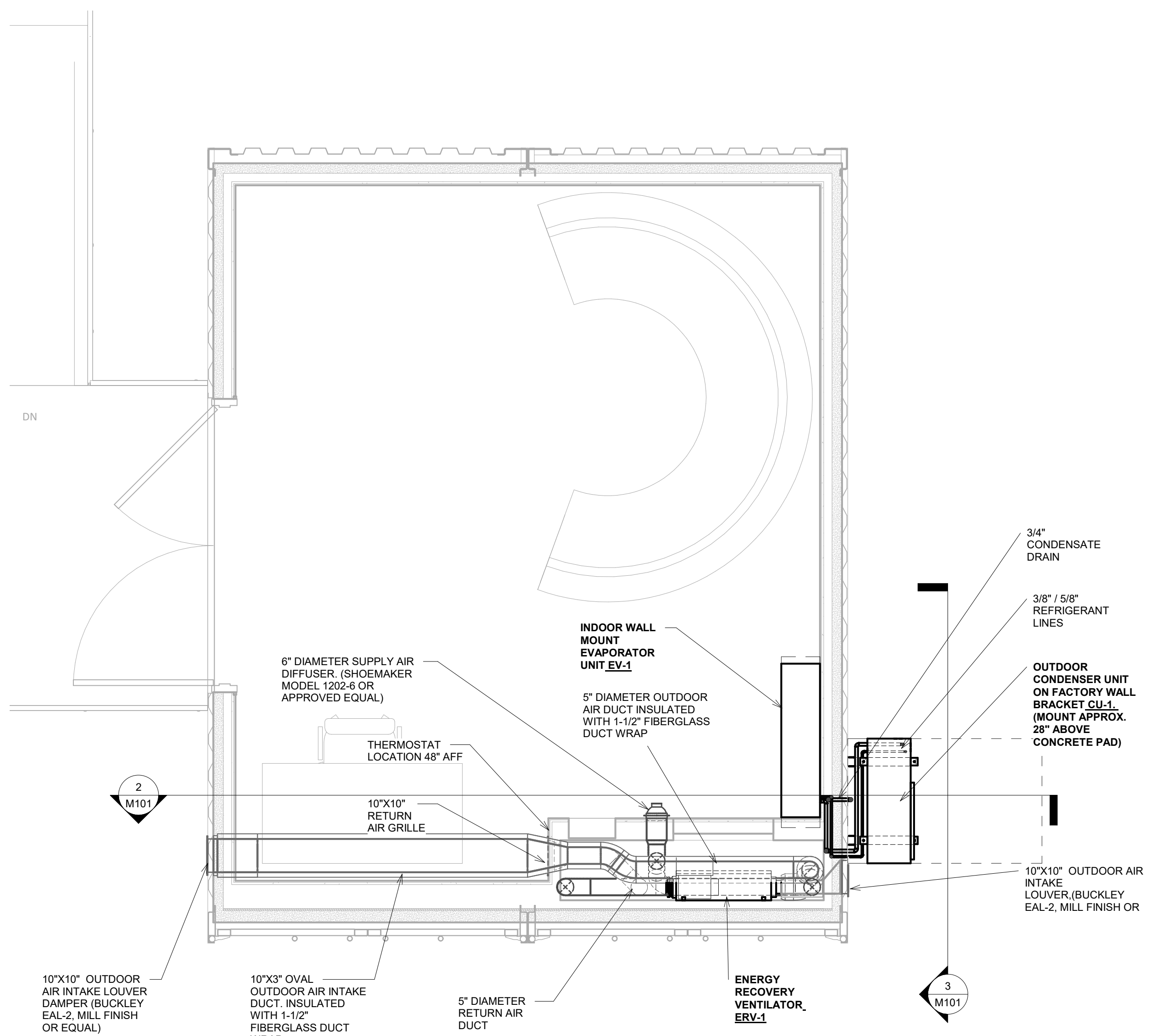
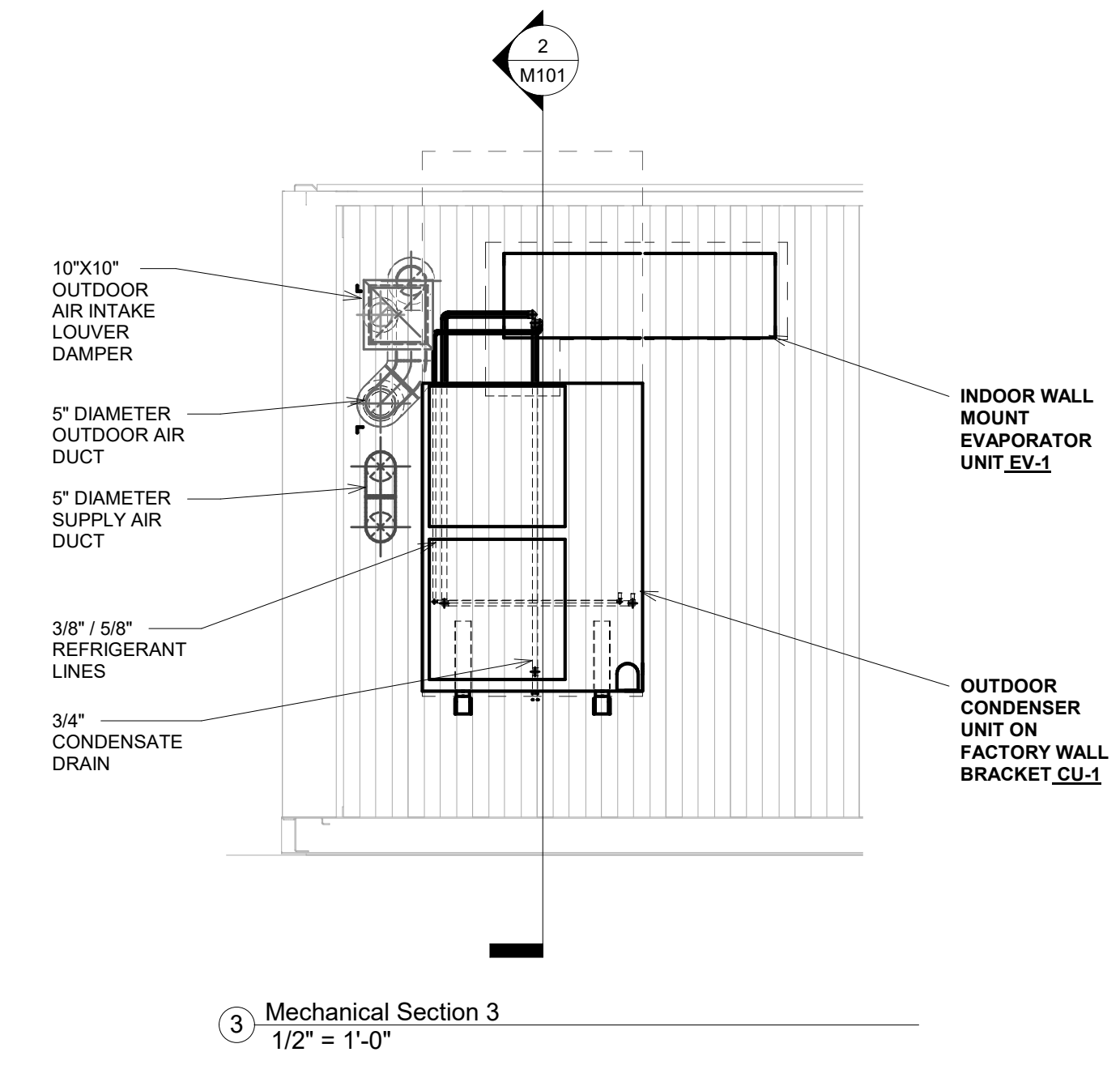
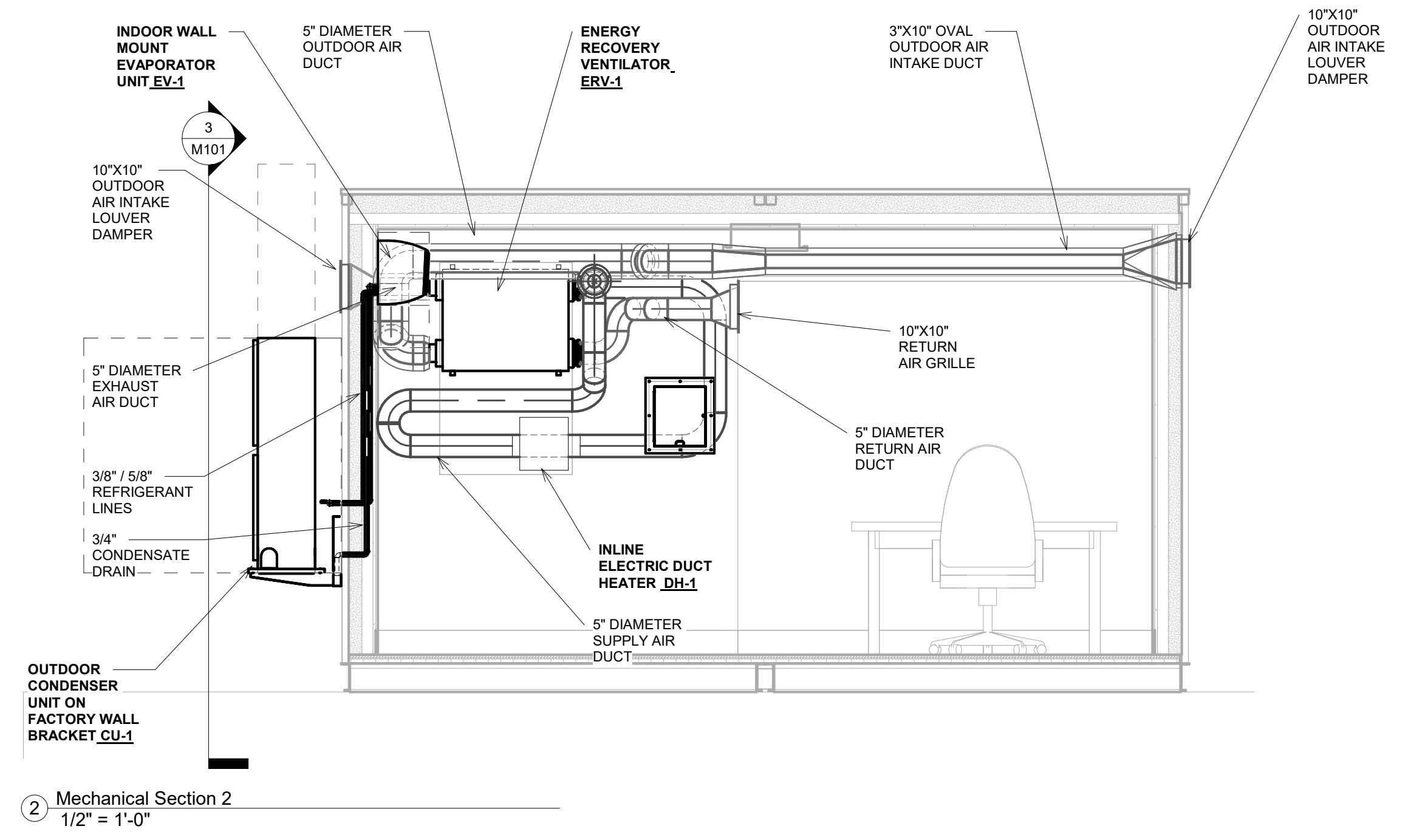
DATE
12/04/2020

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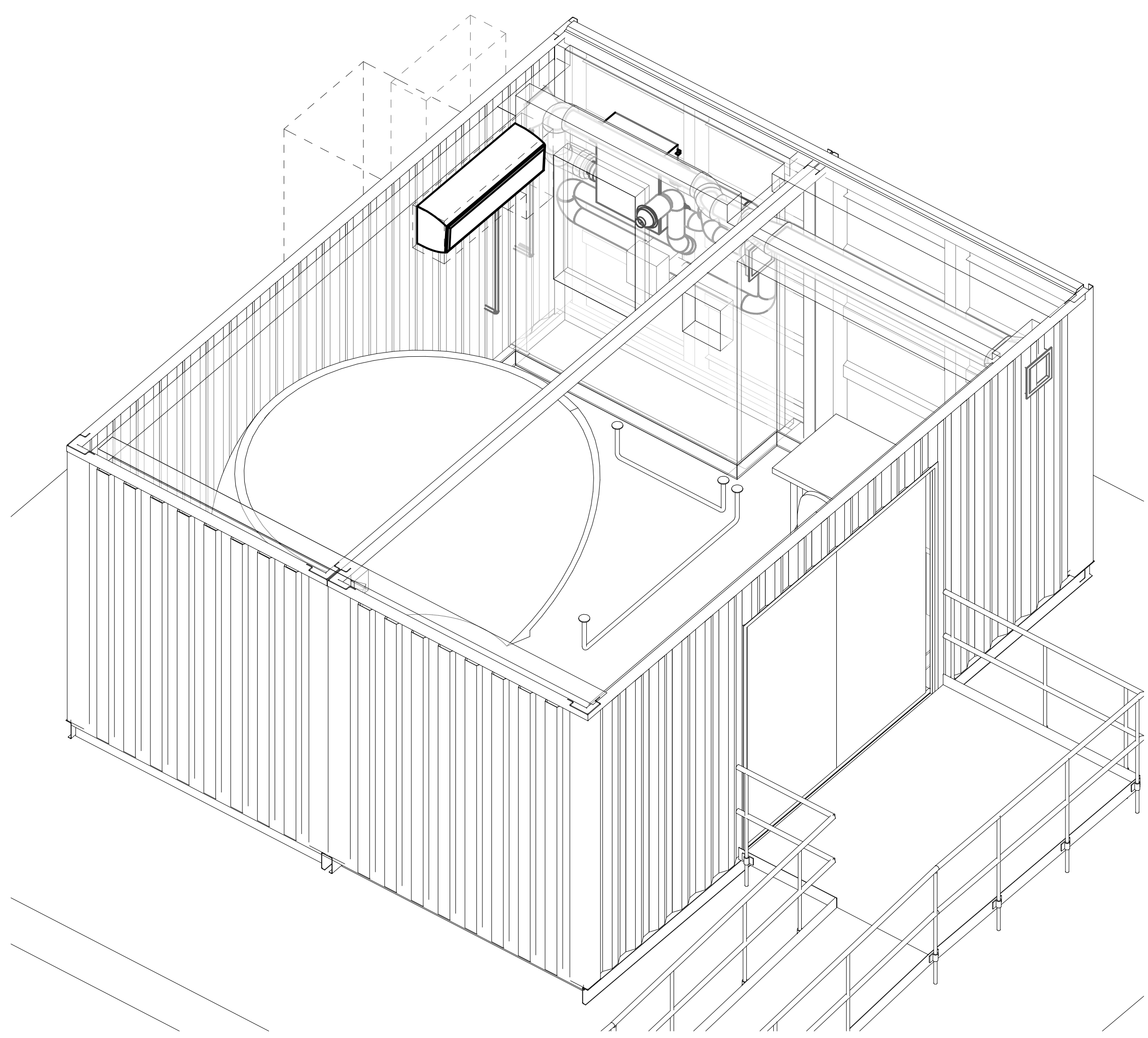
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Project Number

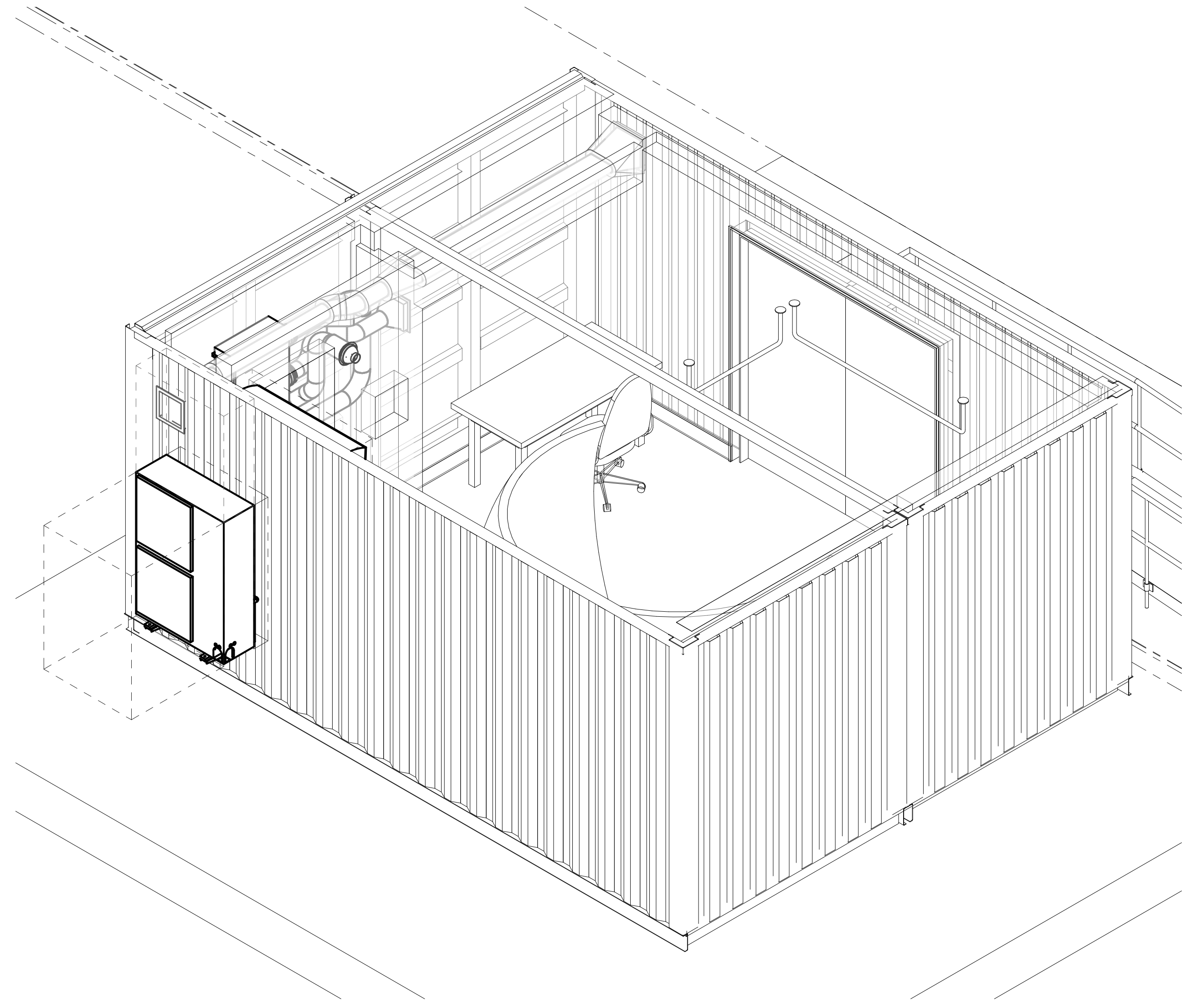


- GENERAL MECHANICAL NOTES
- LOUVERS SHALL BE INSTALLED WITH WEATHERTIGHT J-CHANNEL FLASHING. SEAL ALL EDGES WITH SILICONE SEALANT.
 - CONDENSER UNIT AND MOUNTING RACK SHALL SHIP LOOSE FOR FIELD INSTALLATION.
 - FULLY EVACUATE REFRIGERANT TO CONDENSER UNIT PRIOR TO SHIPMENT.
 - REFRIGERANT LINES SET SHALL BE INSTALLED IN TWO SECTIONS, WITH FLARE CONNECTION AT WALL, ACCESSIBLE FROM THE OUTSIDE.
 - CAP OPEN LINE SET CONNECTIONS FOR SHIPMENT.
 - RECONNECT LINES AT WALL CONNECTIONS AFTER FINAL PLACEMENT OF UNIT. ALL REFRIGERANT WORK, INCLUDING, BUT NOT LIMITED TO, LINES SET CONNECTION, LEAK TESTING, CHARGING, REFRIGERANT LEVEL TESTING, AND START-UP SHALL BE COMPLETED BY A CERTIFIED TECHNICIAN.
 - REFRIGERANT LINES AND CONDENSATE DRAIN LINES SHALL BE RUN THROUGH SCHEDULE 10, 1-1/2" DIAMETER, GALVANIZED STEEL WALL SLEEVES.
 - SLEEVES SHALL BE WELDED TO CONTAINER WALL AT A CORRUGATION LOW POINT.
 - SLEEVES SHALL EXTEND 1/2" BEYOND OUTSIDE WALL SURFACE AND SHALL EXTEND 1" BEYOND INSIDE WALL SURFACE.
 - SLEEVES SHALL BE SLOPED 1/4" PER FOOT TOWARD THE OUTDOORS.
 - ANNULAR SPACE BETWEEN PIPING AND SLEEVES SHALL BE FILLED WITH ELECTRICAL DUCT SEAL PUTTY TO CREATE A WATERTIGHT, DRAFT PROOF, FLEXIBLE SEAL.
 - ALL DUCTS SHALL BE GALVANIZED STEEL, FABRICATED IN ACCORDANCE WITH SMACNA STANDARDS, AND SEALED WITH DUCT SEALANT.
 - DISCHARGE AIR TEMPERATURE AT IN-LINE DUCT HEATER SHALL BE SET FOR 72 DEG F. DEFAULT.
 - ERV SHALL OPERATE CONTINUOUSLY WHEN THE SPACE IS OCCUPIED, AS SENSED BY A CEILING MOUNTED OCCUPANCY SENSOR. (REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL DETAILS).
 - HEAT PUMP SYSTEM SHALL BE CONTROLLED FROM LOCAL THERMOSTAT. DEFAULT HEATING SETPOINT SHALL BE 70 DEG F. DEFAULT COOLING SETPOINT SHALL BE 75 DEG F.

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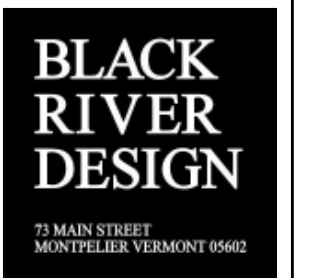
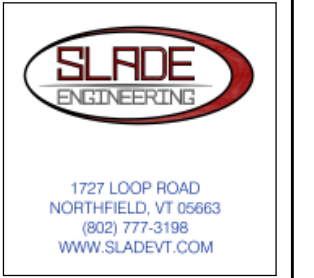
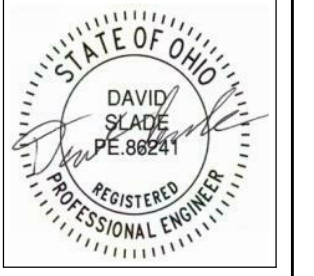


1 Mechanical System Isometric 1



2 Mechanical System Isometric 2

BETA TECHNOLOGIES-FLIGHT SIMULATOR
 SPRINGFIELD, OHIO



REVISIONS	

Mechanical Isometrics
SCALE
DATE 12/04/2020
DRAWN BY DCS
CHECKED BY DCS

M102

Project Number



AIR COOLED CONDENSING UNIT SCHEDULE																		
REF. NO.	AREAS SERVED	MBH COOLING	COOLING AMBIENT RANGE TEMP. °F	MBH HEATING	HEATING AMBIENT RANGE TEMP. °F	REFRIG.	CONDENSER SECTION				ELEC. CHARACTERISTICS				MANUFACTURER	MODEL		
							FAN NO.	COMPRESSOR NO.	TYPE	GAS	LIQUID	VOLTS	PHASE	Hz			MCA	MOCP
CU-1	ALL	30	115 MAX	34	-13-70	R-410A	2	1	INVERTER	5/8"	3/8"	208/230	1	60	28A	40A	MITSUBISHI	PUZ-HA30NHAS

- EQUIPMENT VENDOR SHALL PROVIDE COMPLETE SHOP DRAWINGS OF ALL REFRIGERANT PIPING AND WIRING.
- CU-1 SHALL BE PROVIDED WITH WALL MOUNTING BRACKET.

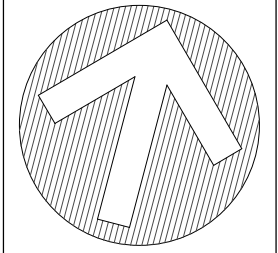
INDOOR EVAPORATOR SCHEDULE											
REF. NO.	AREA SERVED	EER	SEER	TOTAL COOLING MBH	TOTAL HEATING MBH	ELECTRICAL CHARACTERISTICS				MFR / MODEL	DESCRIPTION
						VOLTS	PHASE	FLA	MOCP		
EV-1	ALL	12.0	16.5	30	34	208/230	1	0.8	-	MITSUBISHI / PKA-A30KA6	WALL MOUNT STYLE, ADJUSTABLE THROW, DX COOLING/HEATING COIL, SLOPED DRAIN PAN, ECM 3-SPEED MOTOR, FURNISH WITH 7 DAY PROGRAMMABLE T-STAT CONTROLLER.

- PROVIDE ALL NECESSARY ACCESSORIES FOR A FULLY FUNCTIONING SYSTEM INCLUDING BUT NOT LIMITED TO CONTROLLER, LINE SETS, FITTINGS, WIRING, ETC.

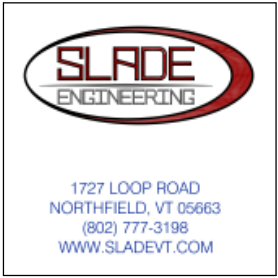
VENTILATION SCHEDULE				
REF. NO.	CFM	EXT. PRESS. (N.W.C.)	DESCRIPTION	MANUFACTURER / MODEL
ERV-1	100	0.4	ENERGY RECOVERY VENTILATOR, DUAL ECM FANS, AIR-AIR EXCHANGER, INDOOR UNIT, 120V, 1PH, 100W, MERV 13 FILTERS	PANASONIC / FV-10VEC2

DUCT HEATER SCHEDULE									
REF. NO.	STYLE	RATED CFM	SIZE	PRESS. DROP FT. HD.	ELECTRICAL			DESCRIPTION	MANUFACTURER / MODEL
					RATING	VOLTS	PHASE		
DH-1	INLINE ELECTRIC	100	5" DIA	0.1	1 KW	208/240	1	INLINE DUCT HEATER WITH INTEGRAL TEMPERATURE SENSOR TO SHUT DOWN HEATER IN THE CASE OF NO AIR FLOW. INTEGRAL THERMOSTATIC CONTROLLER WITH ADJUSTABLE SETPOINT AND EXTERNALLY MOUNTED TEMPERATURE SENSOR TO CONTROL DISCHARGE AIR TEMPERATURE TO 70 DEG F. (DEFAULT). PROVIDE DRY CONTACT INPUT TO SHUT OFF HEATER WHEN ERV IS NOT OPERATIONAL.	STELPRO / SDHR05010002

PIPE, FITTING, INSULATION SCHEDULE		
SERVICE	PIPE & FITTINGS	INSULATION
HVAC CONDENSATE	ASTM D2729 SCHEDULE 40 PVC PIPE W/SOLVENT WELD DWV/PVC FITTINGS	NONE
REFRIGERANT PIPING	COPPER TUBING: ASTM B280, DRAWN. 1. FITTINGS: ASME B16.22 WROUGHT COPPER. 2. JOINTS: BRAZE, AWS A5.8 BCUP SILVER/PHOSPHORUS/COPPER ALLOY WITH MELTING RANGE 1190 TO 1480 DEGREES F	CLOSED CELL ELASTOMERIC FOAM (ARMAFLEX OR EQUAL) PER MANUFACTURER'S INSTRUCTIONS



BETA TECHNOLOGIES-FLIGHT SIMULATOR
 SPRINGFIELD, OHIO



REVISIONS	

Mechanical Schedules
SCALE
DATE 12/04/2020
DRAWN BY DCS
CHECKED BY DCS

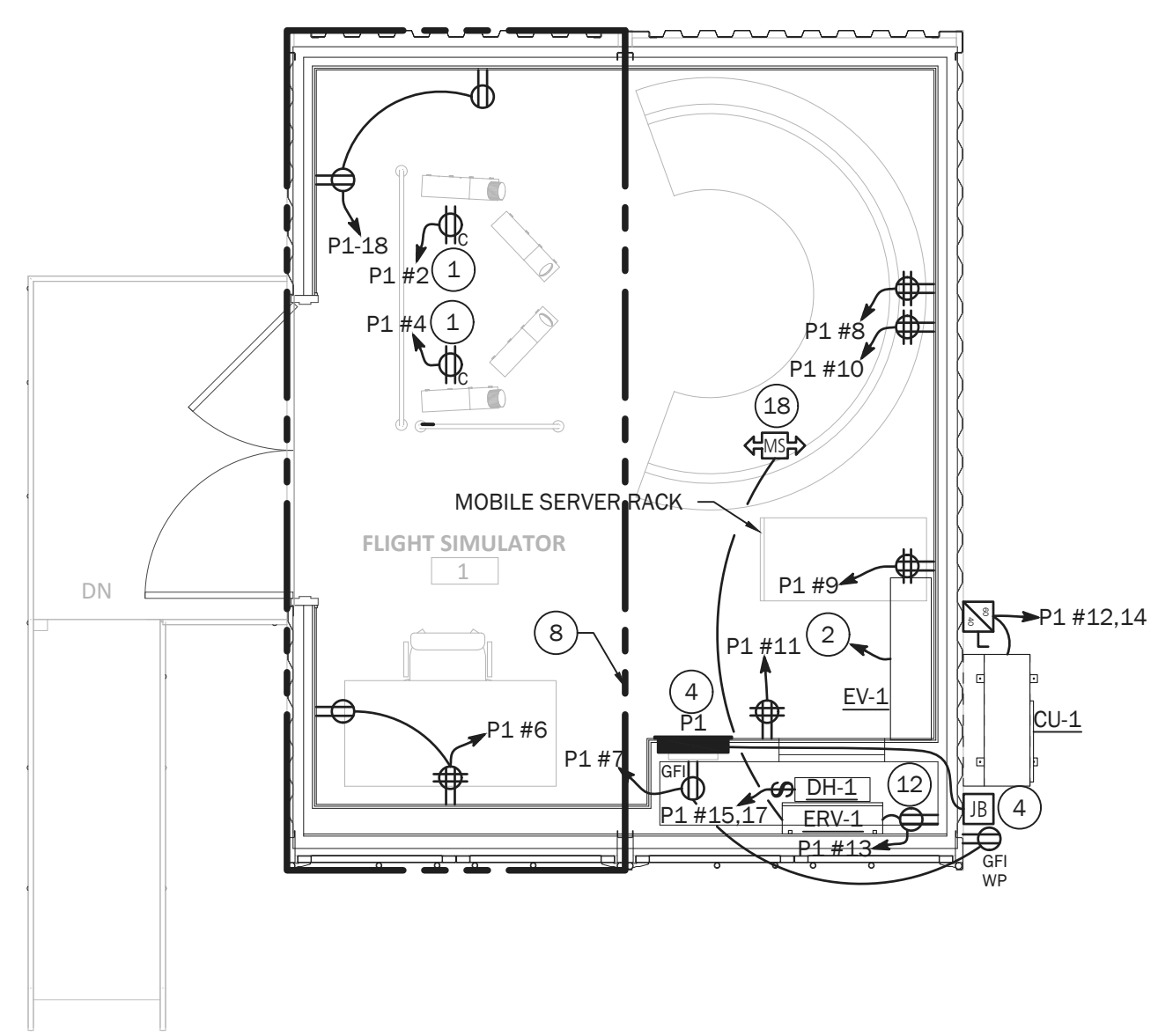
M201

Project Number

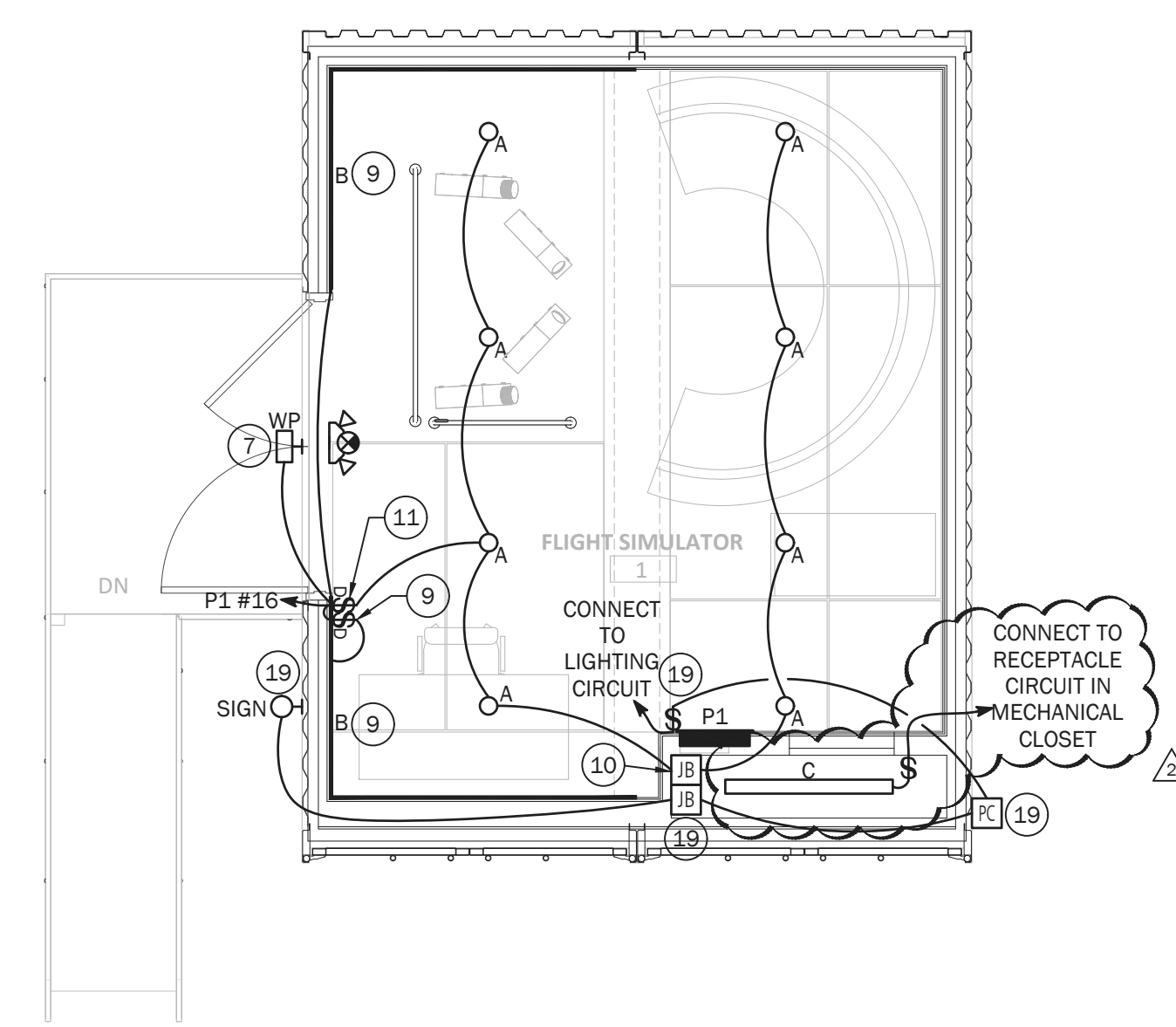
1/22/2021 5:03:25 AM

ELECTRICAL LEGEND

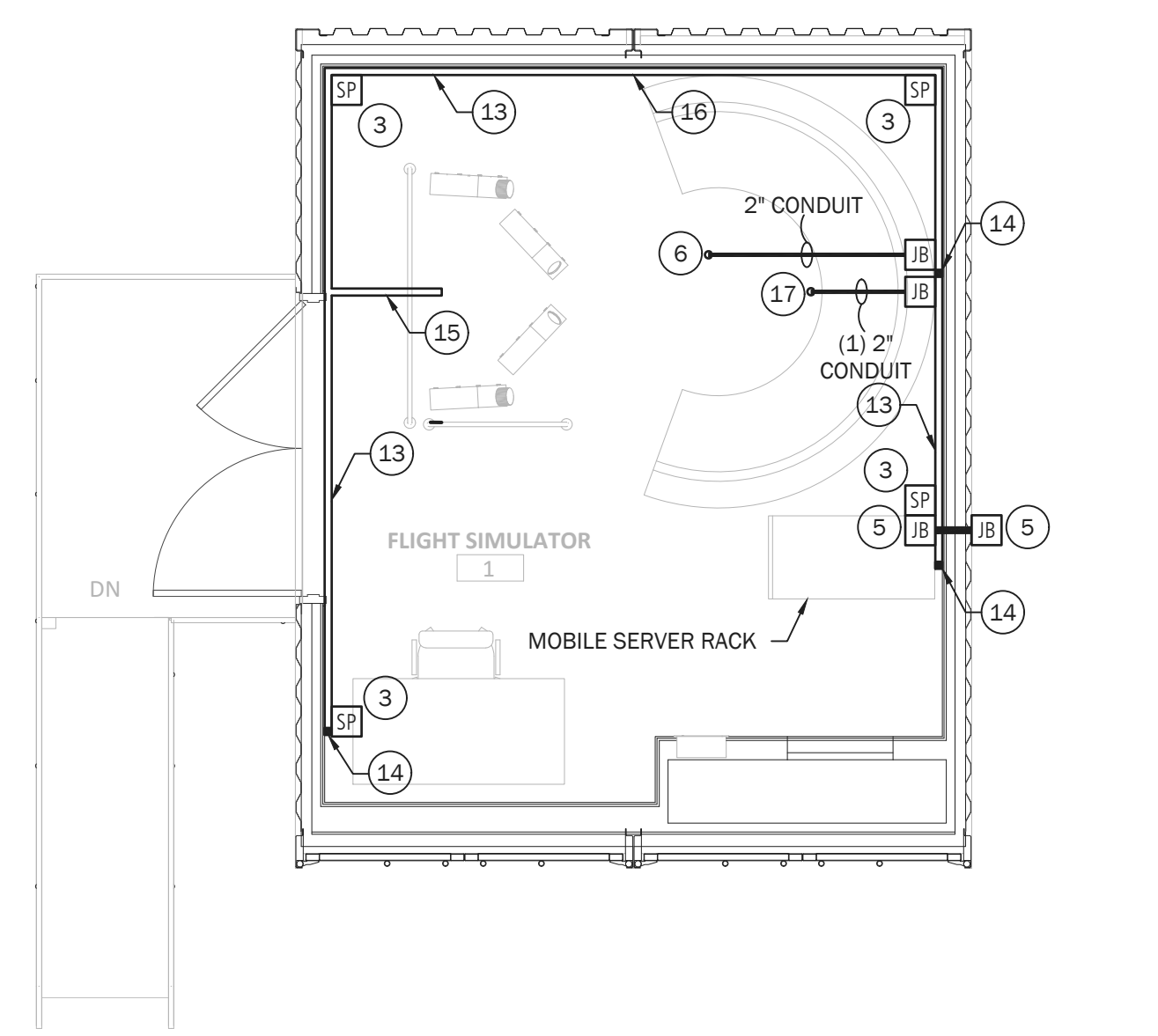
	LED LIGHT
	LIGHT FIXTURES
	EXIT LIGHT
	EMERGENCY LIGHT
	SWITCH - SINGLE POLE, SERVICE SWITCH FOR MOTORS
	SWITCH - DIMMER
	ELECTRICAL DISTRIBUTION PANEL
	BRANCH CIRCUIT
	JUNCTION BOX
	SAFETY DISCONNECT PROVIDED AND INSTALLED BY EC
	WALL MOUNTED SPEAKER
	EXTERIOR PHOTOCELL
	DUPLX RECEPTACLE
	DUPLX RECEPTACLE - GFCI PROTECTED
	WEATHER RESISTANT DUPLX RECEPTACLE IN WEATHERPROOF ENCLOSURE
	QUAD RECEPTACLE
	DUPLX RECEPTACLE - CEILING MOUNTED
	MOTOR
	ABOVE FINISH FLOOR
	ELECTRICAL CONTRACTOR (DIVISION 26)
	MECHANICAL CONTRACTOR (DIVISION 23)
	CONSTRUCTION MANAGER
	GENERAL CONTRACTOR
	EQUIPMENT SUPPLIER
	TYPICAL OF ALL
	UNSHIELDED TWISTED PAIR



ELECTRICAL POWER PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL LIGHTING PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL LOW-VOLTAGE PLAN
SCALE: 1/4" = 1'-0"



KEYED NOTES:

- PROVIDE CEILING MOUNTED DUPLX RECEPTACLES FOR PROJECTORS, COORDINATE EXACT LOCATION OF RECEPTACLES WITH OWNER PRIOR TO ROUGH-IN OF WIRING.
- PROVIDE 208V, 1-PHASE, 20A, 4-WIRE CONNECTION TO THE OUTDOOR UNIT CU-1. COORDINATE EXACT LOCATIONS AND WIRING WITH MECHANICAL CONTRACTOR.
- PROVIDE #16-4 SPEAKER WIRE ROUTED IN WALL DUCT BACK TO THE SERVER RACK FOR FUTURE SOUND SYSTEM.
- PROVIDE 100A, 120/208V, 3-PHASE, 30 CIRCUIT, LOAD CENTER AS SHOWN, SQUARE-D #00327M100. PROVIDE A 100A MC FEEDER CONSISTING OF (4) #3 CU CONDUCTORS AND (1) #8 CU GROUND FROM THE PANEL TO A 10"x10"x4" NEMA 3R JUNCTION BOX ON THE EXTERIOR OF THE UNIT MOUNTED AT 24" ABOVE GRADE. THE UNIT WILL BE CONNECTED TO ON-SITE POWER AT THIS LOCATION. CONDUCTORS SHALL BE SPLICED IN JUNCTION BOX WITH ILSICO MECHANICAL SPLICES.
- PROVIDE A 6"x6"x4" NEMA 3R JUNCTION BOX ON THE EXTERIOR OF THE UNIT MOUNTED AT 24" ABOVE GRADE WITH A 1" CONDUIT THROUGH THE WALL TO A 4" RECESSED SQUARE JUNCTION BOX. THIS PATHWAY WILL BE USED FOR ON-SITE NETWORK CONNECTIONS.
- PROVIDE A 2" CONDUIT FROM THE JUNCTION BOX BEHIND THE SIMULATOR STUBBED UP THROUGH THE FLOOR IN THE LOCATION SHOWN. PROVIDE A #16-4 SPEAKER WIRE RAN THROUGH THE CONDUIT AND WALL DUCT BACK TO THE SERVER RACK FOR FUTURE SOUND SYSTEM. COORDINATE EXACT LOCATION OF STUB-UP WITH OWNER PRIOR TO ROUGH-IN.
- PROVIDE WALL PACK MOUNTED ABOVE DOOR, CENTER WALL PACK IN THE SPACE ABOVE THE DOOR. PROVIDE CONSTANT POWER TO THE WALL PACK FROM THE CONTAINER LIGHTING CIRCUIT. WALL PACK HAS INTEGRAL PHOTOCCELL TO CONTROL FIXTURE.
- ALL WIRING HOMERUNS FROM THIS CONTAINER SHALL BE LEFT AS 10' WHIPS IN THE LOWER RIGHT CORNER NEAR THE MECHANICAL CLOSET FOR FUTURE CONNECTIONS WHEN CONTAINERS ARE ASSEMBLED ON SITE. MARK AND COIL ALL CABLES FOR TRANSPORT. RECEPTACLE AND LIGHTING WHIPS SHALL BE TERMINATED IN THE PANEL WHEN CONTAINERS ARE ASSEMBLED ON SITE.
- PROVIDE LED TAPE LIGHT IN ALUMINUM EXTRUSION MOUNTED DIRECTLY ABOVE WALL BASE. REFER TO ARCHITECTURAL WALL SECTION. LED TAPE LIGHT SHALL NOT SPAN ACROSS CONTAINER CENTER JOINT. PROVIDE KELVIX DECODRIVE 100W 24VDC DRIVER/DIMMER SWITCH WITH OPTIONAL BLACK KIT TO CONTROL TAPE LIGHT.
- TERMINATE LIGHTING WHIP FROM THE RIGHT CONTAINER IN JUNCTION BOX LOCATED IN THE MECHANICAL CLOSET AS SHOWN. LEAVE A 10' LIGHTING WHIP FROM THE LEFT CONTAINER IN THE LOWER RIGHT CORNER NEAR THE MECHANICAL CLOSET FOR FUTURE CONNECTION TO JUNCTION BOX WHEN CONTAINERS ARE ASSEMBLED ON SITE. MARK AND COIL CABLE FOR TRANSPORT.
- PROVIDE SENSOR SWITCH #SP0DMRD-BK 0-10V DIMMING SWITCH TO CONTROL TYPE "A" FIXTURES.
- PROVIDE A RECEPTACLE FOR ERV-1 TO PLUG INTO, COORDINATE EXACT LOCATION OF RECEPTACLE WITH MECHANICAL CONTRACTOR.
- PROVIDE PANDUIT TYPE G - WIDE SLOT WIRING DUCT #G2X2BL6 AND #C2BL6 COVER MOUNTED TO THE WALL AT CEILING HEIGHT AROUND THE ROOM AS SHOWN FOR SIMULATOR LOW VOLTAGE WIRING. PANDUIT IS SHOWN FOR REFERENCE ONLY ACTUAL LAYOUT TO BE CONFIRMED BY OWNER.
- PROVIDE PANDUIT TYPE G - WIDE SLOT WIRING DUCT #G2X2BL6 AND #C2BL6 COVER MOUNTED VERTICALLY TO THE WALL FROM THE UPPER WIRING DUCT TO THE FLOOR FOR SIMULATOR LOW VOLTAGE WIRING. PANDUIT IS SHOWN FOR REFERENCE ONLY ACTUAL LAYOUT TO BE CONFIRMED BY OWNER.
- PROVIDE PANDUIT TYPE G - WIDE SLOT WIRING DUCT #G2X2BL6 AND #C2BL6 COVER MOUNTED TO THE CEILING FROM THE WALL MOUNTED DUCT TO THE PROJECTORS AS SHOWN FOR SIMULATOR LOW VOLTAGE WIRING. PANDUIT IS SHOWN FOR REFERENCE ONLY ACTUAL LAYOUT TO BE CONFIRMED BY OWNER.
- WALL DUCT SHALL WRAP AROUND CENTER SOFFIT AS REQUIRED TO KEEP CONTINUOUS PATH FOR LOW VOLTAGE WIRING. PANDUIT IS SHOWN FOR REFERENCE ONLY ACTUAL LAYOUT TO BE CONFIRMED BY OWNER.
- PROVIDE A 2" CONDUIT FROM THE JUNCTION BOX BEHIND THE SIMULATOR STUBBED UP THROUGH THE FLOOR IN THE LOCATION SHOWN. COORDINATE EXACT LOCATION OF STUB-UP WITH OWNER PRIOR TO ROUGH-IN.
- PROVIDE SENSOR SWITCH #CMR-PDT-9 OR EQUAL CEILING OCCUPANCY SENSOR TO CONTROL ERV-1. CONNECT OCCUPANCY SENSOR TO ERV-1 "WALL SWITCH" INPUT TERMINALS. PROVIDE #12-3 WIRING FROM ERV-1 TO OCCUPANCY SENSOR. CONNECT NEUTRAL FOR OCCUPANCY SENSOR TO ERV-1 NEUTRAL. CONNECT BLACK AND RED WIRES TO ERV-1 "WALL SWITCH" TERMINALS. THE OCCUPANCY SENSOR SHALL TURN ON ERV-1 WHEN OCCUPANCY IS DETECTED. THE OCCUPANCY SENSOR SHALL NOT INTERRUPT THE POWER SUPPLY TO ERV-1, IT SHALL ONLY PROVIDE INPUT TO THE "WALL SWITCH" INPUT.
- PROVIDE SWITCH MOUNTED UP HIGH ABOVE ELECTRICAL PANEL LABELED "SIGN LIGHT". CONNECT SWITCH TO CONTAINER LIGHTING CIRCUIT. RUN CIRCUIT TO EXTERIOR PHOTOCCELL AND THEN BACK TO A JUNCTION BOX IN THE MECHANICAL SPACE FOR A FUTURE 24V DRIVER FOR THE LIT SIGN. PROVIDE 24V WIRING FROM THE FUTURE SIGN LOCATION TO THE JUNCTION BOX. COORDINATE EXACT LOCATION WITH OWNER.

GENERAL NOTES:

- ALL ELECTRICAL DEVICES AND DEVICE PLATES SHALL BE BLACK IN COLOR.
- ALL WIRING SHALL BE MC CABLE WITH COPPER CONDUCTORS. SEE WIRING SCHEDULE BELOW.
- ALL BOXES SHALL BE METAL.

WIRING SCHEDULE			
AMPS	CONDUIT	WIRE SIZE	GROUND
15	MC CABLE	(1) #12 CU. PER PHASE AND NEUTRAL	#12 CU.
20	MC CABLE	(1) #12 CU. PER PHASE AND NEUTRAL	#12 CU.
30	MC CABLE	(1) #10 CU. PER PHASE AND NEUTRAL	#10 CU.
40	MC CABLE	(1) #8 CU. PER PHASE AND NEUTRAL	#10 CU.
100	MC CABLE	(1) #3 CU. PER PHASE AND NEUTRAL	#8 CU.

LOAD CENTER DESIGNATION SCHEDULE

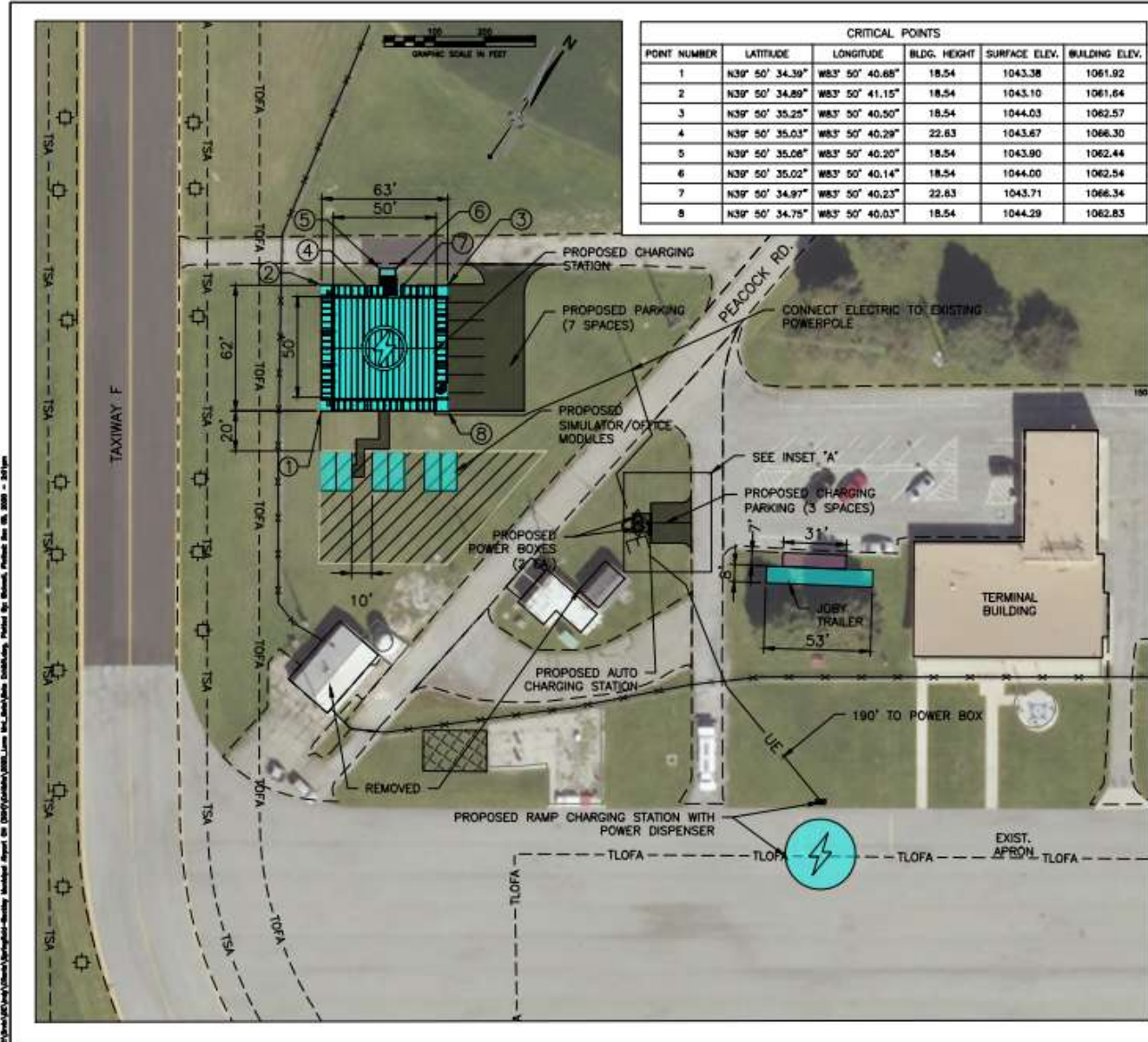
PANEL: P1		LOCATION: FLIGHT SIMULATOR							
FED FROM: ON SITE DISTRIBUTION PANEL		MOUNTING: FLUSH							
10,000 AIC		MAINS: 120/208V, 100A, 3-PHASE, 4-WIRE, MAIN CIRCUIT BREAKER							
		CONNECTED LOAD: 14.4 kW							
CKT NO.	kW LOAD	DESCRIPTION	BREAKER		DESCRIPTION	kW LOAD	CKT NO.		
			P	AMP					
1		MAIN	20	1	PROJECTOR RECEPTACLE	1.0	2		
3			20	1	PROJECTOR RECEPTACLE	1.0	4		
5			20	1	CONTROL STATION RECEPTACLES	0.5	6		
7	0.4	MECH. SERVICE RECEPTACLES	1	20	20	1	SIMULATOR QUAD	1.0	8
9	1.0	SERVER RACK QUAD	1	20	20	1	SIMULATOR QUAD	1.0	10
11	1.0	SERVER RACK QUAD	1	20	40	2	OUTDOOR CONDENSING UNIT	5.8	12
13	0.1	ERV	1	20					14
15	1.0	DUCT HEATER	2	15	20	1	LIGHTING	0.3	16
17			20	1	RECEPTACLES	0.3			18
19		SPARE	1	20	20	1	SPARE		20
21		SPACE					SPACE		22
23		SPACE					SPACE		24
25		SPACE					SPACE		26
27		SPACE					SPACE		28
29		SPACE					SPACE		30

LIGHTING FIXTURE SCHEDULE

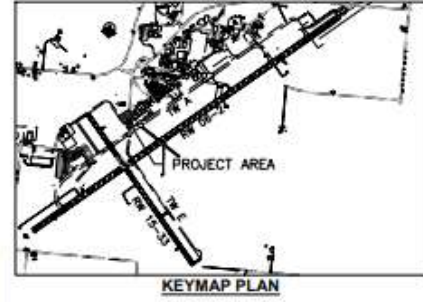
TYPE	MANUFACTURER & MODEL NO.	DESCRIPTION	LAMPS	WATTS	LUMENS	VOLTS	REMARKS
A	LITHONIA WF6-LED-35K-90CRI-MB	6" RECESSED	LED	14	1141	120	
B	KELVIX PH35K-24V-14FT	TAPE LIGHT	LED	3.2W / FT	340/FT	120	PROVIDE CH409 MOUNTING CHANNEL, CUT CHANNEL AND TAPE IN FIELD. PROVIDE KELVIX DECODRIVE 100W 24VDC DRIVER/DIMMER WITH OPTIONAL BLACK KIT TO CONTROL TAPE LIGHT
C	LITHONIA ZL1N-L48-3000LM-FST-MVOL T-30K-80CRI-WH	SURFACE	LED	25	3172	120	
WP	RAB WPLED26W/PC	WALL PACK	LED	26	3484	120	INTEGRAL PHOTOCCELL
	LITHONIA LIGHTING ECBR LED M6	SURFACE	LED	3		120/277	COMBINATION EXIT/EMERGENCY, REMOTE HEAD CABALITY

ISSUED FOR CONSTRUCTION 1/21/21

ATTACHMENT B

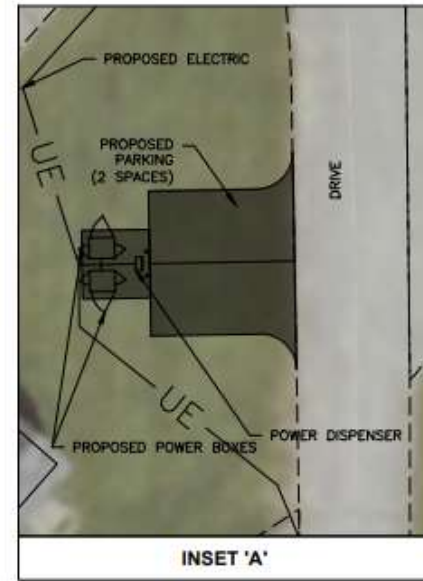


CRITICAL POINTS					
POINT NUMBER	LATITUDE	LONGITUDE	BLDG. HEIGHT	SURFACE ELEV.	BUILDING ELEV.
1	N39° 50' 34.39"	W83° 50' 40.88"	18.54	1043.38	1061.92
2	N39° 50' 34.89"	W83° 50' 41.15"	18.54	1043.10	1061.64
3	N39° 50' 35.25"	W83° 50' 40.50"	18.54	1044.03	1062.57
4	N39° 50' 35.03"	W83° 50' 40.29"	22.63	1043.67	1066.30
5	N39° 50' 35.08"	W83° 50' 40.20"	18.54	1043.90	1062.44
6	N39° 50' 35.02"	W83° 50' 40.14"	18.54	1044.00	1062.54
7	N39° 50' 34.97"	W83° 50' 40.23"	22.63	1043.71	1066.34
8	N39° 50' 34.75"	W83° 50' 40.03"	18.54	1044.29	1062.83



LEGEND

- PROPOSED CHARGING STATION/SIMULATOR MODULE
- PROPOSED LANDSIDE PAVEMENT
- PROPOSED LANDSIDE AREA FOR FUTURE DEVELOPMENT (IF REQUIRED)



PROJECT NO. 333 North Alabama Street
 Suite 200
 Indianapolis, IN 46204
 DATE 08-17-20 DR. DWJ
 SHT. # 1 of 1 FAX: 317.291.5805

WOOLPERT

SPRINGFIELD-BECKLEY MUNICIPAL AIRPORT
SPRINGFIELD, OHIO
ELECTRIC CHARGING STATION EXHIBIT

W:\Projects\2020\Springfield-Municipal-Airport\Map\Springfield-Municipal-Airport-08-17-20.dwg
 Modified: 08/17/2020 10:00:00 AM
 User: jdwj
 Plot Date: 08/17/2020 10:00:00 AM
 Plot Scale: 1/8" = 1'-0"
 Plot Size: 11.00 x 17.00
 Plot Orientation: Landscape
 Plot Style: Default
 Plot Color: Black
 Plot Lineweight: 0.20
 Plot Linetype: Solid
 Plot Font: Arial, 10
 Plot Title: Springfield-Beckley Municipal Airport Electric Charging Station Exhibit
 Plot Sheet: 1 of 1
 Plot Path: W:\Projects\2020\Springfield-Municipal-Airport\Map\Springfield-Municipal-Airport-08-17-20.dwg

ATTACHMENT C

Site Work Eligible for Reimbursement

<u>Description and Estimated Cost</u>	
Foundations – Concrete Work	\$104,324.00
Parking Lot – Adjacent to Helipad	\$14,564.00
Gravel for Pavers	\$7,989.00
Ohio Edison	\$12,321.26
Plumbing	\$29,700.00
Fees	\$2,215.00
Total Estimated Cost	<u>\$171,113.26</u>
7% Contingency (cost overruns)	\$11,977.93
Total Amount Eligible for Reimbursement	<u>\$183,091.18</u>

Request for Commission Action City of Springfield, Ohio

Item Number: 071-21

Agenda Date: 03/02/2021

Today's Date: 2/25/2021

Subject: Joint Development Agreement with Sommer Enterprises, LLC

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

Department: City Manager's Office

Contact: Tom Franzen, x 7303

<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: 19-263

Date of Prior Ordinance/Resolution: 10/08/2019

Summary:

Respectfully request City Commission approve a Joint Development Agreement with Sommer Enterprises, LLC, aka Del West Inc., to enter into a mutual agreement of a 50/50 split of expenses related to the extension of an electrical line to serve the new facility. The City's share of the cost is \$4,063.27. Although the project was delayed slightly due to Covid-19, Del West expects to be operational by the end of the first quarter 2021. The company expects to employ up to eight (8) full time employees within 12 months of beginning operations.

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

Emergency action is requested to move keep a pace with the construction of this facility in order for the business to open.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Joint Development Agreement with Sommer Enterprises, LLC, in an amount not to exceed \$4,063.27; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City entered into an Employment Incentive Agreement with Sommer Enterprises, LLC pursuant to Ordinance No. 19-263 for the employment of individuals in the City; and

WHEREAS, Sommer Enterprises, LLC has encountered unexpected expenses regarding providing electricity to the new facility and the City has agreed to split the cost with Sommer Enterprises, LLC; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid delay with the construction of their new facility at 1600 Progress Drive, 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.

Section 2. That the City Manager is hereby authorized to enter into a Joint Development Agreement with Sommer Enterprises, LLC, a copy of which is attached hereto and is hereby approved, for an amount not to exceed \$4,063.27.

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., 2021.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

JOINT DEVELOPMENT AGREEMENT
CITY OF SPRINGFIELD, OHIO

This Agreement entered into _____, 2021 between **THE CITY OF SPRINGFIELD, OHIO** (the "City") a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **Sommer Enterprises, LLC** ("Contractor"), a California Limited Liability Company whose mailing address is 28128 W. Livingston Ave., Valencia, CA, 91355.

1. Recitals and Background.

- a. The City and Contractor entered into an Employment Incentive Agreement on October 10, 2019 (the "Original Agreement") for the employment of individuals in the City of Springfield jurisdiction therefore bolstering the local economy and providing citizens a place of work; and
- b. Contractor began construction on new facilities on shortly after execution of the Original Agreement and has ran into unexpected expenses regarding the running of electricity to the facility; and
- c. Contractor and City agree that a 50/50 split of the cost required in order to run an electric line to the facility will benefit the Contractor and the City in their mutual goal of bolstering the local economy.

The City and Contractor have negotiated this mutually acceptable Agreement:

Contractor and the City agree as follows:

2. Agreement.

- a. Contractor and City agree to split the cost of running an electrical line from the access point to the facility (described in Exhibit A).
- b. The City will provide the contractor half of the estimated cost provided by the Contractor and depicted in Exhibit A.
- c. The City will not pay any additional unforeseen expenses outside of the original quoted cost of running the electric line to the facility.

3. Additional Required Clauses.

- a. Effective Date and Term. This Agreement shall be in effect from the first mentioned date until the portion of the City expenses has been provided.
- b. Counterparts. This Agreement may be executed electronically and in counterparts, each constituting an original.

c. Communication. The following points of contact shall be used for communication regarding this Agreement:

i. *Contractor*: Mark Sommer
28128 W. Livingston Ave., Valencia, CA 91355
Mark.Sommer@delwestusa.com

ii. *City*: Tom Franzen
76 E. High Street., Springfield, OH 45502
tfranzen@springfieldohio.gov

d. Non-Discrimination. WARNING: It is unlawful for officials and employees of the City to receive gratuities. Furthermore, discrimination by the Contractor on the basis of race, religion, color, ancestry, national origin or sex is unlawful and shall subject the Contractor to forfeiture.

4. Signatures.

By signing below, the Parties agree to be bound by the terms and conditions of this Agreement.

(Signatures to follow)

Approved as to Form and Correctness:
Jill N. Allen, Law Director

The City of Springfield, Ohio

By: _____
Jason T. Irick, Assistant Law Director

By: _____
Bryan Heck, City Manager

Date: _____

Date _____

Sommer Enterprises, LLC

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

By: _____
Mark Sommer,

Date: _____

Finance Director

Invoice No. 90693865
Pre-payment request

Bill for:
WA STEVENS
John Pauley
PO BOX 844
SPRINGFIELD OH 45501

Total Due and Payable Upon Receipt

The cost for providing this service is valid for a period not to exceed 90 days from 01/15/2021

General Description			
Item	Description	Qty	Total
1	Services - NT Del West - Ohio Edison Line Extension Costs. DIRECT INVOICE QUESTIONS TO NATHANIEL BENOY AT 937-327-1272 WR 60392634 To pay by credit card call 1-877-204-2534. Please be advised that a non-refundable service fee will be charged. Debit cards are not accepted. URL for web payments: https://firstenergy-other.ez-pay.io		8,126.54
			Subtotal 8,126.54
			Total Amount Due 8,126.54

RECEIVED

JAN 25 2021

W.A. STEVENS

19211

General Information	
Written correspondence may be mailed to: Attn: Bldg 1 Ohio Edison Co. 1910 W Market St Akron OH 44313	Questions regarding this invoice may be directed to Accounts Receivable: 1-330-436-4445



Return this part with a check or money order payable to:
OHIO EDISON COMPANY
Write name, phone, or address changes on back and check here.



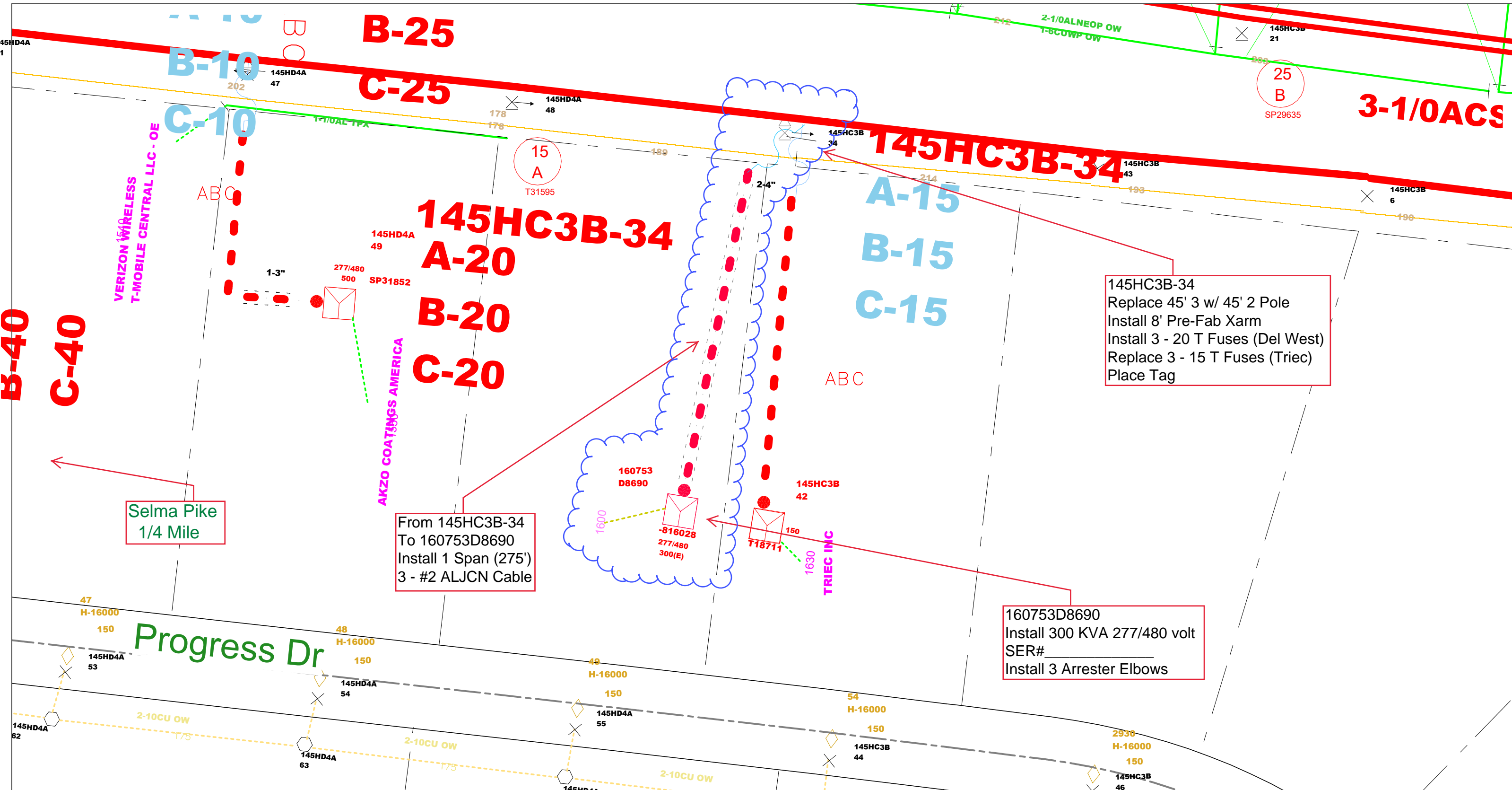
Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90693865			120018497483

Amount Paid	
-------------	--

Please Pay	8,126.54
Due By	Upon Receipt

WA STEVENS
John Pauley
PO BOX 844
SPRINGFIELD OH 45501

OHIO EDISON COMPANY
PO BOX 3612
AKRON OH 44309-3612



145HC3B-34
 Replace 45' 3 w/ 45' 2 Pole
 Install 8' Pre-Fab Xarm
 Install 3 - 20 T Fuses (Del West)
 Replace 3 - 15 T Fuses (TrieC)
 Place Tag

160753D8690
 Install 300 KVA 277/480 volt
 SER# _____
 Install 3 Arrester Elbows

From 145HC3B-34
 To 160753D8690
 Install 1 Span (275')
 3 - #2 ALJCN Cable

Selma Pike
 1/4 Mile

Designer : BENOY,NATHANIEL D	Phone : (937)327-1272	WR Name :60392634_DelWest	FirstEnergy Region : Ohio Edison - Ohio Central Region
Sales Rep : BENOY,NATHANIEL D	Phone : (937)327-1272	Township - County: ----	Tax District: SP
Scheduler : DYKE,SCOTT W	Phone : (937)327-1287 ext.	Cust/Elect Name: ----	Cusr/Elect Phone: ----
Work Request: 60392634_DelWest	SAP Order # : 16370296	Customer: DEL WEST ENGINEERING INC,	Phone: (661)775-1204
Apprvl: _____ Date:_____ Apprvl:_____ Date:_____	Street No : 1600	Street Name : PROGRESS DR	Forestry Req: N Easement: N
Proposal : [Y or N] #'s:] N	City : SPRINGFIELD	Zip : 45505	Foreman's Signature: Const. Comp. Date:



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