

REVISED AGENDA FOR THE REGULAR COUNCIL MEETING

MONDAY, DECEMBER 28, 2015 at 7:30 p.m.

- ROLL CALL** - Council Clerk
- APPROVAL OF MINUTES** - Council Members
- REPORTS AND COMMUNICATIONS** - City Officials
- COMMITTEE REPORTS** - Council Members
- CITIZEN COMMENTS** - Citizens of Bellevue
- PRESIDENT'S REPORT** - President Smith
- LEGISLATION** - Law Director
- 1st READING OF ORDINANCE 23-15:** AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO CONTRACT FOR A VAC TRUCK WITHOUT BID UNDER OHIO REVISED CODE SECTION 735.051, AND DECLARING AN EMERGENCY.
President Ronald Smith
- 1st READING OF ORDINANCE 24-15:** AN ORDINANCE AMENDING THE 2015 PERMANENT APPROPRIATIONS ORDINANCE NO. 6-15, AND DECLARING AN EMERGENCY.
City Auditor, Mr. Smith
- CLOSING COMMENTS**
- ADJOURNMENT**
- TABLED ORDINANCE 19-15:** AN ORDINANCE FORMALIZING THAT THE CITY AUDITOR IS THE APPOINTING AUTHORITY FOR EMPLOYEES IN THE AUDITOR'S OFFICE AND THAT CERTAIN BARGAINING UNIT AND SUPERVISORY POSITIONS SHALL REMAIN UNDER THE DIRECTION AND CONTROL OF THE CITY AUDITOR.
City Auditor, Mr. Smith

Per President Smith: There will be a Council of the Whole work session on December 28, 2015 at 7:00 p.m., just prior to the regular City Council meeting.

ORDINANCE NO. 23-15

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO CONTRACT FOR A VAC TRUCK WITHOUT BID UNDER OHIO REVISED CODE SECTION 735.051, AND DECLARING AN EMERGENCY.

WHEREAS, it is believed by this Council to be necessary for a vac truck to be acquired as soon as possible; and

WHEREAS, the City is in immediate need for the vac truck, and time is of the essence, and there is no time to observe the usual bidding requirements, both due to the matters of public safety and time requirements, and because of the unique nature of the equipment; and

WHEREAS, Ohio Revised Code Section 735.051 permits a contract without formal bidding and advertising to be entered into by the City in the case of a real and present emergency; and

WHEREAS, an acceptable proposal has been provided to the City for this vac truck, and has been recommended to Council by the Mayor, Safety-Service Director, Engineer, and/or Wastewater Treatment Department, and/or the proper Council committee; and

WHEREAS, the City wishes to accept this proposal, based on this estimate, dependent upon the final review and approval of the necessary contract by the Safety-Service Director and Engineer;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Huron, Sandusky, and Erie Counties, Ohio, by a two-thirds vote of its members:

SECTION 1: That dependent upon the final review and approval of the Safety-Service Director and Engineer, the said Safety-Service Director be and he is hereby authorized and directed to contract with Key Government Finance, Inc., as per the attached proposed Master Tax-Exempt Lease Purchase Agreement, for a vac truck, specifically a Vactor Model 2100 Plus Sewer Cleaner, for the Wastewater Treatment Department, at a total potential cost of approximately \$465,355.65 if all rent-to-own payments are made through November 30, 2020, with the total principal amount of the contract being \$426,371.22.

SECTION 2: Council understands the necessity of appropriating funds for each annual payment according to the payment schedule set forth in Exhibit 1 of the attached agreement. Council understands that the funds for 2015 have already been appropriated and the funds for 2016 have been included within the temporary appropriation for the 2016 fiscal year.

SECTION 3: That the situation of the City being without said vac truck is a real and present emergency requiring the immediate action authorized by this ordinance, pursuant to Ohio Revised Code Section 735.051, which permits this Council to authorize a contract without bidding when authorized by a two-thirds vote of all the members elected hereto.

SECTION 4: That the Board of Control is aware of and has reviewed such proposal and agrees that this action should be taken.

SECTION 5: That the City Auditor is hereby authorized and directed to draw his warrant or warrants from the fund(s) and line account(s) from funds that have been appropriated and will be appropriated by separate ordinances by this Council.

SECTION 6: That it is noted that this particular vac truck was acquired through the State of Ohio Department of Administrative Services State Terms Schedule No. 800228. Therefore, alternatively, the Mayor and/or Safety-Service Director, at their discretion, are hereby authorized to request authority in the name of the City of Bellevue to participate in the State of Ohio Department of Administrative Services State Terms Schedule No. 800228.

SECTION 7: That the Mayor and/or Safety-Service Director are hereby authorized to agree in the name of the City of Bellevue to be bound by all terms and conditions as the Director of Administrative Services prescribes.

SECTION 8: That the Mayor and/or Safety-Service Director are hereby authorized to agree in the name of the City of Bellevue to directly pay vendors, under each such contract of the Department of Administrative Services in which the City of Bellevue participates, for the items it receives pursuant to the contract.

SECTION 9: That the City of Bellevue agrees to be responsible for resolving all claims or disputes arising out of this participation in the cooperative purchasing program under Section 125.04(B) of the Ohio Revised Code. The City of Bellevue agrees to waive any claims, actions, expenses, or other damages arising out of this participation in the cooperative purchasing program which the City of Bellevue may have or claim to have against the Department of Administrative Services or its employees, unless such liability is the result of negligence on the part of the Department of Administrative Services or its employees.

SECTION 10: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City of Bellevue, and for the further specific reason that it is necessary to enable this purchase to be made as soon as possible to be of immediate use to the City.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by Council and approval by the Mayor.

DATE: _____

RONALD SMITH
PRESIDENT OF COUNCIL

ATTEST:

APPROVED:

RHONDA R. SOPER
CLERK OF COUNCIL

DONALD R. BERKEY
MAYOR

Master Tax-Exempt Lease/Purchase Agreement

BETWEEN:	Key Government Finance, Inc. (the "Lessor") 1000 South McCaslin Blvd. Superior, CO 80027
AND:	City of Bellevue (the "Lessee") 3000 Seneca Industrial Parkway Bellevue, Ohio 44811 Attention: Jeffrey Crosby Telephone: (419) 484-8400
DATED:	November 30, 2015

ARTICLE I

1.01 **Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.06.

"Event of Default" is defined in Section 13.01.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payments Dates" means the rental payments dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 **Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules. EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

ARTICLE III

3.01 **Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Master TELP-Ohio

KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1**, dated November 30, 2015, to Master Tax-Exempt Lease/Purchase Agreement dated November 30, 2015, between Key Government Finance, Inc. and City of Bellevue.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 500 Great Lakes Parkway
Bellevue, Ohio 44811

USE: Vactor Sewer Cleaner - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 30th day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: **\$426,371.22**.

Payment No.	Due Date	Rental Payment	Principal	Interest	Termination Amount
1	30-Nov-2015	\$50,433.93	\$50,433.93	\$0.00	\$387,215.41
2	30-Nov-2016	50,433.93	40,426.72	10,007.21	345,575.89
3	30-Nov-2017	50,433.93	41,502.85	8,931.08	302,827.95
4	30-Nov-2018	50,433.93	42,607.63	7,826.30	258,942.09
5	30-Nov-2019	50,433.93	43,741.82	6,692.11	213,888.02
6	30-Nov-2020	213,186.00	207,658.27	5,527.73	0.00

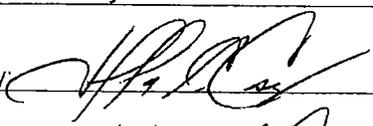
Lessee: City of Bellevue	
By:	
Name:	Jeffrey A. Crosby
Title:	Safety Service Director

EXHIBIT A

Property Description

Equipment as described in Jack Doheny Companies Quotation to City of Bellevue, dated May 11, 2015, referred to and incorporated herein by this reference.

- (1) Vactor Model 2100 PLUS Sewer Cleaner
VIN to be provided later



777 DOHENY COURT
 PO BOX 609
 NORTHVILLE MI 48167
 t 248.349.0904
 f 248.349.2774

To: City of Bellevue
 500 Great Lakes Parkway
 Bellevue, OH 44811

Date: May 11, 2015

Attn: Eric MacMichael, Superintendent Wastewater Pollution Control

Phone: (419) 483-3819

Email: eric.macmichael@cityofbellevue.com

We are pleased to submit a quotation for the equipment listed below.

One (1) Vactor Model 2100 PLUS Sewer Cleaner per the State of Ohio Department of Administrative Services State Term Schedule Number 800228:

Sale Price per State Term Schedule.....	\$334,000.00
Sale Price including 10% STS Discount	\$300,600.00
Options Price per State Term Schedule.....	\$137,301.35
Options Price including 10% STS Discount	\$123,571.21
Total Sale Price	\$424,171.22
Upcharge for Additional Non-STS Options (listed below).....	\$ 2,200.00
- Stainless Steel Power/Heated Mirrors	
- Heavy-duty Exterior Cab Grab Handles	
FINAL Sale Price	\$426,371.22 f
Five (5) Year Straight Lease Annual Payments	\$ 89,758.15
Five (5) Year Doheny Guaranteed Lease Annual Payments	\$ 50,342.11 +
Guaranteed Trade-In Value After Five (5) Years	\$213,186.00

This quotation becomes a contract for payment and delivery of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

 Jim Balogh
 Jack Doheny Companies

Date: _____

ORDINANCE NO. 24-15

**AN ORDINANCE AMENDING THE 2015 PERMANENT
APPROPRIATIONS ORDINANCE NO. 6-15, AND
DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to make supplemental appropriations for current expenses and other expenditures of the City of Bellevue.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Erie, Huron and Sandusky Counties, Ohio:

SECTION 1: That to provide for the current expenses and other expenditures of the City of Bellevue during the Fiscal Year ending December 31, 2015, the following supplemental appropriations be and are hereby set aside and appropriated as set forth in "Exhibit A" attached.

SECTION 2: That the Auditor be and he is hereby authorized and directed to draw his warrant or warrants for payment from appropriations upon receiving proper certification and approval by the officers authorized by law to approve the same.

SECTION 3: That Council is in compliance with Ohio Rev. Code 5705.38(C) in setting the minimum level of budgetary control for subdivisions in that appropriation measures shall be classified so as to set forth separately the amounts appropriated for each office, department, and division, and, within each, the amount appropriated for personal services.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the City of Bellevue, and for the specific reason that it is necessary to make supplemental appropriations to meet expenses of the City of Bellevue.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by council and approval by the Mayor.

DATED: _____, 2015

RONALD SMITH
President of Council

ATTEST:

APPROVED:

RHONDA R. SOPER
Clerk of Council

DONALD R. BERKEY
Mayor

General Fund

Police Department
Personal Services

60,000

Water Pollution Control Fund

Sewer
Personal Services

40,000