

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 2-2-2016 WAIVE RULES? ✓ YES NO

FINAL ACTION DATE: 2-2-2016 VOTE: ✓ YES NO

SUSPENSION OF TWO
READING RULE:

YES	NO
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>7</u>	<u>0</u>

DENISE LINGO
JENNIFER MOODY
ROBERT PARSONS
JEANNE GEORGE
JUDY PETERSEN
JOE ROETTING
KISHA DOSA
TOTALS

ADOPTION OF
RESOLUTION:

YES	NO
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>7</u>	<u>0</u>

RESOLUTION NO. 16-1084

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF MT. HEALTHY AND THE SPRINGFIELD TOWNSHIP BOARD
OF TRUSTEES TO PURCHASE ROCK SALT**

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MT. HEALTHY,
STATE OF OHIO:

Section 1. That the City Manager is hereby authorized to execute an agreement between the City of Mt. Healthy and the Springfield Township Board of Trustees, a copy of which is attached hereto and made a part hereof.

Section 2. That this Resolution shall be in full force and effect from and after the first date provided by law.

Passed this 2 day of February, 2016.

Rob Butler
President of Council

Attest: Nelanie Burt
Clerk of Council

Approved this 2 day of February, 2016.

Jim Conway
Mayor

AGREEMENT

This Agreement is entered into this ____ of January, 2016, between the City Council of the City of Mt. Healthy ("Mt. Healthy") and the Springfield Township Board of Trustees ("Springfield Township" or "Township") and outlines the terms and conditions under which Springfield Township will permit Mt. Healthy to purchase rock salt suitable for ice removal and road stabilization from the Township's stock of such salt.

1. Quantity. Except as otherwise stated in this Agreement, Springfield Township agrees to permit Mt. Healthy to purchase up to 250 tons of rock salt from Springfield Township's rock salt storage. Mt. Healthy may purchase rock salt in any quantity up to 250 tons, but is under no obligation to purchase any quantity. Additional amounts may be requested by Mt. Healthy and may be provided by Springfield Township, at its sole discretion.
2. Type and Quality. The rock salt purchased pursuant to this Agreement is bulk treated rock salt which is purchased pursuant to contract by Springfield Township. The rock salt is only suitable for use in ice removal and road stabilization. Springfield Township makes no representations as to the quality of the rock salt provided or its efficacy in road stabilization.
3. Timing and Method of Pickup. Mt. Healthy shall be responsible for picking up the rock salt in such quantities (to the maximum quantity established above) and at such times as it deems necessary for its operations. Springfield Township will be responsible for loading the rock salt into vehicles provided and driven by Mt. Healthy employees. Mt. Healthy shall be responsible for ensuring that the vehicles provided are appropriate and that the salt is loaded and secured so as to safely transport the rock salt to Mt. Healthy's facilities.

At least 24 hours' notice shall be provided to Springfield Township prior to any pick up, and the parties will make every effort to pre-plan the pick-up times to avoid the necessity of salt pick-ups during snow and/or ice events. Notwithstanding the above, Springfield Township may agree to allow salt pick-up with less notice and/or during snow/ice events if doing so would not, in the sole discretion of Springfield Township, interfere with the operations of the Township Service Department or deter Township personnel from efficiently providing service to Township residents.

4. Price and Payment. Salt may be purchased at the price per ton as follows:

The purchase price will be determined by multiplying the current price per ton (as established in the Township's current agreement with the salt supplier) by the amount used by Mt. Healthy. Additionally, if the price of salt increases in the preceding year, Mt. Healthy shall be required to pay the Township the difference in cost between the Township's current salt price, as described above, with the Township's salt price in the preceding year's salt supply agreement for the amount of salt used by Mt. Healthy in the prior year.

Subsequent

For example:

- Mt. Healthy used 200 tons of salt and the current salt price is \$70.00/ton. The ~~preceding~~^{subsequent} year's salt price is \$80.00/ton resulting in a difference of \$10.00/ton over the previous year.
- $(200 \times \$70.00) + (200 \times \$10.00) = \$16,000$ owed by Mt. Healthy.

Springfield Township will invoice Mt. Healthy in three installments (one in February of 2016 if any salt is used, one upon the conclusion of the Agreement in April of 2016 if any salt is used, and a final installment once the preceding year's salt price is established between the Township and the salt supplier). Invoices shall be paid no later than thirty-days after the invoice date.

5. Suspension of Agreement. This Agreement will be suspended, without damages, liability, or compensation paid to Mt. Healthy or third parties, and no further rock salt will be provided by Springfield Township in the event that Springfield Township's stock of rock salt is depleted to, or below, 1500 tons of salt or in the event that Springfield Township receives verifiable notification from its salt provider that additional salt cannot or will not be provided to the Township for any period of time. In the event that rock salt is delivered and the Township's salt stock is replenished beyond 1500 tons, the Agreement will resume, and the Township will provide rock salt to Mt. Healthy up to the maximum quantity established above.
6. Term of Agreement. This Memorandum shall commence upon its execution and continue until April 1, 2016.

City of Mt. Healthy

By: _____

Bill Kocher
City Manager

Springfield Township Board of Trustees

By: _____

Michael T. Hinnenkamp
Township Administrator