City of Springfield

Special Meeting

~ Minutes ~

36 Court Street
Springfield, MA 01103
http://www.springfieldcityhall.com

Linda Fitzpatrick
413-787-6559

Monday, August 18, 2014 | 6:00 PM | Springfield City Hall -- Council Chambers

I. Call to Order

6:00 PM Meeting called to order on August 18, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Late	6:45 PM
Bud L. Williams	At-Large Councilor	Present	6:10 PM
Orlando Ramos	Ward 8 Councilor	Late	6:15 PM
Timothy J. Rooke	At-Large Councilor	Present	
Clodo Concepcion	Ward 5 Councilor	Present	
Justin Hurst	At Large Councilor	Late	6:05 PM
Thomas M. Ashe	At-Large Councilor	Late	6:54 PM
Michael A. Fenton	President - Ward 2 Councilor	Present	

Moment of Silence - Pledge of Allegiance

II. Orders

1. Order (ID # 2718)

Collective Bargaining Ratification - UFCW

COMMENTS - Current Meeting:

Read and an explanation was given by Bill Mahoney, Director of Human Resources and Labor Relations that the Order is to approve the collective bargaining agreement between the City and United Food and Commercial Workers Union - (UFCW) which was granted no increase for 2012 and a 2% increase effective July 1, 2013 retroactively; and a 2% increase effective July 1, 2014; and a 2% increase effective July 1, 2015; and the requirement that all employees hired after January 1, 2014, are subject to the City ordinances regarding residency as revised, but can request a waiver under certain conditions and changes to accrue sick leave; route eligibility changes; meal allowance changes; sick leave buy pack changes; bereavement leave changes; boot, tools and clothing allowance changes; shift differential changes and certain other changes. Councilor President Fenton left the Chair and City Council VP Walsh moved to the Chair and Councilor Fenton spoke stating he had concerns about the waiver provision and asked that the order be sent to committee and was second by Councilor Twiggs and said order was

referred to the General Government Committee by a majority voice vote with Councilors Edwards and Ashe absent.

ATTACHMENTS:

- UFCW Report to City Council (PDF)
- UFCW Tentative Agreement 6-20-14 (PDF)

RESULT:	**REFERRED TO COMMITEE**	**Next: 8/25/2014 6:00 PM**

Motion To: A. Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Fenton spoke stating he had concerns about the waiver provision and asked that the order be sent to committee and was second by Councilor Twiggs and said order was referred o the General Government Committee by a majority voice vote with Councilors Edwards, and Ashe absent.

RESULT:	**REFER TO COMMITTEE**

2. Order (ID # 2719)

Parks Department - 5 Year Zamboni Lease

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO stating that the Order is to allow the Chief Procurement Officer and the Park Department to award a contract for more than 3 years to replace the Zamboni machine at Cyr Arena with a purchase from Frank J. Zamboni & Co, Inc using the National Joint Powers Alliance contract at a cost $122,897.30 and said Order passed by the following roll call vote.

ATTACHMENTS:

- Zamboni - BROCHURE 500 SERIES (PDF)
- Zamboni - j_cirelli5523-14.prop (DOC)
- Zamboni - j_cirelli5523-14.proppg5 (DOC)
- NJPA info (PDF)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Zaida Luna, Melvin A. Edwards, Thomas M. Ashe

3. Order (ID # 2720)

Parks Department - 5 Year Lease Golf Course Equipment

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO stating that the Order is to allow the Chief Procurement Officer and the Park Department to award a contract for more than 3 years to replace maintenance equipment at Franconia and Veteran's Golf Courses

with a purchase from Spafford Leasing Associates, Inc at a cost of $1,002,989.85 and said Order passed by the following roll call vote.

ATTACHMENTS:

- 15-003 bid results golf equipment (PDF)
- 15-003 bid results golf financing (PDF)

RESULT:	**ADOPTED [11 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Melvin A. Edwards, Thomas M. Ashe

4. Order (ID # 2721)

Pine Point Expansion Bond - $650,000

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Bond in the amount of $650,000 is to pay the costs of designing, constructing, reconstructing, originally equipping and furnishing the Pine Point Library Expansion Project and all cost incident and related thereto and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Pine Point (DOCX)

RESULT:	**ADOPTED [11 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Melvin A. Edwards, Thomas M. Ashe

5. Order (ID # 2723)

Parker Street - $1,000,000.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by Chris Cignoli, Director of the DPW stating that the Bond in the amount of $1,000,000 is to pay the costs of infrastructure and streetscape improvement along Parker Street and all cost incident and related thereto. Councilor William expressed concerns about the lack of minority contractors on construction jobs in the City in general and the City's failure to the meet the standard set forth in the REO Ordinance. Councilor Luna asked about the Main Street paving project and Mr. Cignoli said that the design phase would began in January, 2015 with work to start on or around April, 2015 with a 8 or 9 months work completion time frame and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification - Parker Street (DOCX)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Thomas M. Ashe

6. Order (ID # 2724)

City Hall Energy Improvements - $1,658,000.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Bond in the amount of $1,658,000 is to pay the costs of making heating, ventilation and air condition repairs to City Hall boiler plant located on East Columbus Avenue including boiler replacement, repair and restoration of the chimney, replacing chillers and cooling tower, the removal and replacement of the roof, and the rebuilding of walls and parapets and all cost incident and related thereto and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - City Boilers (DOCX)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Thomas M. Ashe

7. Order (ID # 2733)

Appropriation Order for Purchase of 15 Catharine Street ($2,864,200.00)

FINANCIAL IMPACT:

Financial impact is $2,864,000.00.

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Bond in the amount of $2,864,200 is to appropriate the costs to purchase the property located at 15 Catherine Street and some environmental remediation and the property would to be used to replace 2 portable classrooms at Mary Lynch and Brunton Schools and to outsource the additional classroom space for a public/private partnership serving infants, toddlers and pre-school children and to use the large kitchen to aid with the school system's breakfast-lunch program. Councilors Rooke and Williams said that if the City was to construct a building of that size for school uses it would be far more expensive and this Bond takes a vacant building out of the heart of the Mason Square and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Catharine Street (DOCX)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs

8. Order (ID # 2732)

Order Approving the Purchase of 15 Catharine Street

FINANCIAL IMPACT:

The purchase price has been reduced to $2,764,200, with the additional $100,000 savings to be applied to environmental remediation measures.

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Bond in the amount of $2,864,200 is to pay the costs of acquiring the property located at 15 Catherine Street and $100,000 would be used some environmental remediation and the property would to be used to replace 2 portable classrooms at Mary Lynch and Brunton Schools and to outsource the additional classroom space in a public/private partnership serving infants, toddlers and pre-school children and read a second time and passed by the following roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

9. Order (ID # 2735)

Order Declaring Real Property at 833 Page Boulevard and East Side Oak Street (Indian Orchard) Surplus and Available for Disposition

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO and Brian Connors, Deputy Director Planning and Economic Development stating that the Order is to declare 2 former fire stations located 833 Page Blvd, Springfield and East Side Oak Street, Indian Orchard as surplus proprieties and to make them available for sale for redevelopment purposes under Mass General Laws Chapter 30B and said Order passed by the following roll call vote.

ATTACHMENTS:

- Informational memo for surplus property order (PDF)
- Exhibit A, RFP for 833 Page Boulevard (PDF)
- Exhibit B, RFP for East Side Oak Street, Indian Orchard (PDF)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

10. Order (ID # 2736)

Order Approving a Tax Incentive Financing Agreement for Freedom Credit Union

COMMENTS - Current Meeting:

Read and an explanation was given by Brian Connors, Deputy Director Planning and Economic Development, Richie Allen Chair of the Board of Assessors and Barry Crobsy, CEO of Freedman Credit Union spoke stating that the Order is to allow a $2.2 million expansion of its operations in the City at is headquarters at 1976 Main Street and expanding to a building behind that property at 77 Boyleston Street. Freedom, as part of its agreement, will relocate approximately 16 jobs to Springfield from an Agawam site, and will hire 13 new employees under the expansion. Freedom is also relocating employees from a site at the Northgate Plaza in Springfield. Mr. Crosby said Freedom has 9 branches and 2operations centers. Councilors Rooke Williams, Ashe, and Twiggs praised Freedom for its investment in Springfield and its work with students at Putnam High School and for its plans to open a new branch this fall at Putnam Vocational Technical Academy that includes training provided to students. Chair Allen spoke stating the taxes will continue to be paid on the existing value of the property, with the tax exemption granted and shall apply only to the new assessed value of the property for the 5 year period, under the tax-increment financing (TIF) agreement. The exemption on the new value is 100 percent the first year, and is reduced by 20 percent each year thereafter under the agreement and said Order passed by the following roll call vote.

ATTACHMENTS:

- Exhibit A to Order Approving Tax Increment Financing Agreement for Freedom Credit Union (PDF)
- Informational memo on Freedom Credit Union TIF (PDF)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Zaida Luna, Melvin A. Edwards, Thomas M. Ashe

III. Grants

11. Order (ID # 2737)

CCLC Grant - No Match Required $495,000

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO that the grant is from the Mass Department of Elementary and Secondary Education's 21st Century Community Learning

Centers Program in the amount of $495,000 to the Park Department to support the planning and implementation additional learning time for after school and summer programs at the Mary O. Pottenger School at $165,000 per year for 3 years and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- Award letter-21cclc Memo 15[1]-8-5-14 (PDF)

RESULT:	**PASSED BY VOICE VOTE**

12. Order (ID # 2739)

Dispatch Support & Incentive Grant - No Match - $663,261

COMMENTS - Current Meeting:

Read and an explanation was given by Melissa Nazzaro, Director Dispatch Department stating that the grant is from the FY 2015 State 911 Department Support & Incentive Grant in the amount of $663,261 to the Dispatch Department to support the City dispatch center and to pay dispatchers' salaries and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- FY15 911 Support & Incentive Grant (PDF)

RESULT:	**PASSED BY VOICE VOTE**

13. Order (ID # 2738)

Dispatch Training Grant - No Match - $135,661

COMMENTS - Current Meeting:

Read and an explanation was given by Melissa Nazzaro, Director Dispatch Department spoke stating that the grant is from the FY 2015 State 911 Department Training Grant in the amount of $135,661 to the Dispatch Department to reimburse staff for training-related costs associated with the 9-1-1 system, membership fees and with software and lodging expenses related to the training and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- FY15 State 911 Training Grant (PDF)

RESULT:	**PASSED BY VOICE VOTE**

IV. Special Acts

14. Special Act (ID # 2734)

An Act Filling Vacancies in Ward Seats of the City Council or School Committee by Special Election

COMMENTS - Current Meeting:

Read and an explanation was given by City Clerk Wayman Lee and Council President Fenton that the Special Act is a re-file to make technical corrections to allow the Act to appear on the November, 2014 ballot instead of the next municipal ballot in November

2015. Councilor Williams had some concerns about having Ward seats going to a special election and at-large seat going to next highest vote getter. Councilor Ramos recused himself as he works as a aide for State Representative and the Special Act passed by the following roll call vote.

RESULT:	**ADOPTED [10 TO 1]**
MOVER:	Michael A. Fenton, President - Ward 2 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Edwards, Rooke, Concepcion, Hurst, Ashe, Fenton
NAYS:	Bud L. Williams
ABSENT:	Zaida Luna
RECUSED:	Orlando Ramos

City of Springfield

TABLED

Meeting: 08/18/14 06:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2718

Collective Bargaining Ratification - UFCW (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the United Food and Commercial Workers' Union - **UFCW** - that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 through June 30, 2014 and July 1, 2014 to June 30, 2016; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director which is attached hereto; and

WHEREAS, the Agreement includes wage increases effective July 1, 2012 of zero per cent (0%), wage increases effective July 1, 2013 of two per cent (2%), wage increases effective July 1, 2014 of two per cent (2%), and wage increases effective July 1, 2015 of two per cent (2%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the United Food and Commercial Workers' Union - **UFCW**, and the terms thereof, as described in the attached documents, for the time of July 1, 2012 through June 30, 2013, and July 1, 2014 through June 20, 2016.

RESULT:	**REFERRED TO COMMITEE**	**Next: 8/25/2014 6:00 PM**

CITY OF SPRINGFIELD, MASSACHUSETTS
HUMAN RESOURCES AND LABOR RELATIONS
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068

July 24, 2014

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **United Food and Commercial Workers Union (UFCW) Local 1459**, that this bargaining unit has ratified two (2) new collective bargaining agreements for the time periods of July 1, 2012 to June 30, 2014 and July 1, 2014 to June 30, 2016 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which would reflect the following wage increases in the **UFCWs wage scale.**

Wages Increases:	Effective July 1, 2012	Zero percent (0%)
	Effective July 1, 2013	Two percent (2%)
	Effective July 1, 2014	Two percent (2%)
	Effective July 1, 2015	Two percent (2%)

Please note that the parties also agreed on the following language.

> Art.41.03 add "Employee requests for a residency waiver shall be submitted to the Mayor's office for consideration within 10 days of receipt by the Department Head. Should the employer determine that it will take disciplinary action against members of the bargaining for non-compliance with the ordinance it will provide a one-time notice of six months to the Union before taking said action and will begin impact bargaining negotiations should the Union desire same. Impact bargaining negotiations will not extend beyond 60 days of the above referenced one-time notice and in the event that an agreement is not reached the Employer will then implement its last offer/position."

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

Attachment: UFCW Report to City Council (2718 : Collective Bargaining Ratification - UFCW)

If any other questions exist please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: T.J. Plante - CAFO
cc: Chris Cignoli, Director DPW
cc: Patrick Sullivan, Director PBRM
cc: John Barbieri, Police Commissioner
cc: File

Attachment: UFCW Report to City Council (2718 : Collective Bargaining Ratification - UFCW)

City of Springfield
Package proposal
To
UFCW

June 20, 2014
Tentative Agreement

The above named parties agree the following tentative agreement resolves all collective bargaining for a successor contract. The Union will present this tentative agreement to the Union body for a ratification vote. Once the Union body has approved same it will be presented to the Springfield City Council for a ratification vote.

1. Art.3.04 Delete the first 2 paragraphs of 3.04.
2.
3. Art. 3.05 add "In the event that an employee fails to complete his given route more than three (3) times in a month and additional personnel are assigned to assist with the completion of the route, said employee shall be moved to the bottom of the overtime eligibility list for the entirety of the following month. If an employee does not finish his route due to a motor vehicle accident, workers compensation injury to the employee, or mechanical breakdown, this will not count as a failure to complete his route. In the event of multiple employees being moved to the bottom of the overtime list in a given month, the least senior employee shall be at the bottom of the list and then the next least senior shall be just above him, etc. "
4. Art. 4.04 delete
5. Art. 12.01.A **Contract 1** 2% wage increase effective 7-1-13 for employees on payroll at time of effective date and time of ratification by City Council. **Contract 2** 2% wage increase 7-1-14, 2% wage increase 7-1-15
6.
7. Art. 15.02.A amend to read "A meal allowance of eight dollars ($8) shall be paid to employees working continuously two (2) hours from the end of the employee's regularly scheduled working day and for every four (4) hours thereafter." Art. 15.c add If an employee's pre-scheduled work goes beyond ten (10) hours a meal allowance will be provided."
8.
9. Art. 23 add "Employees hired on or after July 1, 2014, in lieu of any other sick leave benefit referenced in this contract, will be provided with ten (10) sick leave days on July 1st of each year (a pro rata number of sick leave days for employees hired after July 1 in their first year of employment in this bargaining unit). In the event that an employee uses four (4) or less sick leave days in a given fiscal year they will be provided with an additional five (5) sick leave days (a pro rata number of sick leave days for employees hired after July 1 in their first year of employment in this bargaining unit) at the end of the fiscal year. Use of bereavement, personal or vacation leave days for absences shall not count towards

Attachment: UFCW Tentative Agreement 6-20-14 (2718 : Collective Bargaining Ratification - UFCW)

the threshold four (4) days sick leave referenced above. Also use of sick leave for an approved workers compensation leave will not count toward the threshold four (4) days sick leave referenced above."

10.
11.
12. Art. 23.07 Increase sick leave buyback upon retirement from $15.00 to $30.00 per day.
13.
14.
15. Art.27.01.A amend " He shall submit proof of relationship and death satisfactory to his Department Head, whereupon he shall be granted bereavement leave with full pay not to exceed three (3) regularly scheduled consecutive working days (five (5) regularly scheduled consecutive working days in the event of the death of the employee's spouse if she is living with the employee at the time of death, parent or a child of the employee), such leave not to extend more than one (1) day beyond the date of the funeral of the deceased relative."
16. Art.30.01 replace with "In the event that a section(s) of this Agreement is deemed to be illegal by a court of competent jurisdiction, the parties agree that the rest of the Agreement shall remain in full force and effect and that the parties will meet to negotiate substitute language for the section(s) of the contract deemed to be in violation of the law."
17. Art. 35.03 amend "Boots- Effective July 1, 2014 all bargaining unit members who are employed by the City on July 1 of a given year shall be provided with a one hundred dollar ($100.00) boot allowance which the employee shall use for the purchase of steel toe boots. The employer will endeavor to make this a reimbursable program, provided there are no tax restrictions. Said boots must be worn while at work."
18. Art. 41.02 Add ""The employer may designate FMLA to run concurrently with paid sick or vacation leave"
19. Art. 41.08 add "**Direct Deposit**. The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period. If the Employer causes debit cards to be issued it will be by a bank that does not charge a debit card fee when the card is used at the issuing bank."
20. Art. 41.09 add "The employer may elect to provide payroll advices to employees, on a voluntary basis, through email. The employer shall provide the Union with 30 days notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address to arrange for the transmission of this information. An employee who opts into this service may opt out at a later date."

21. Art. 41.14 add "All DPW employees will continue to be subject to the progressive discipline policy issued by Director Chwalek on 2-6-95."
22. Art. 42.01.A amend to read "Effective July 1, 2014 all employees whose positions require that they maintain a Commercial Driver's License, or who are assigned to the civil service title of Automated and Semi-Automated Refuse Collection drivers, Motor Equipment Operator, Heavy Motor Equipment Operator, or Special Heavy Motor Equipment Operator and who drive City vehicles for at least 200 working days in one year (from July 1 through June 30) with no preventable accident, as determined by the DPW Vehicle Accident Review Committee, or in the case of the Parks Department, the Director of Parks, or violation of existing City Motor Vehicle Regulations, shall be awarded a one hundred dollar ($100) bonus, to be paid on or about August 31.
    B. Eligible employees who have received five (5) consecutive Safe Driving Awards, will receive a two hundred and fifty dollar ($250) bonus in place of the usual one hundred dollar ($100) bonus for any subsequent awards."

23. Art. 44.01 Delete "2005" and "2008" and replace with language reflecting two 2 year contracts beginning 7-1-12 through 6-30-14 and 7-1-14 through 6-30-16." Delete 2d paragraph.
24.
25. Exhibit A Work Rules and Regulations for the Solid Waste Division. All Solid Waste Division employees will continue to be subject to the General Safety Work Rules book issued by the Department." Will be referred to a joint labor management committee for negotiations.
26.
27. All previous tentative agreements.
28. Art. 12.06 Effective July 1, 2014 increase tool allowance to two hundred dollars ($200) annually.
29. Art. 12.02 Effective July 1, 2014 increase shift differentials from .83 to $1.10, and from .88 to $1.15
30. Art. 12.03 Effective July 1, 2014 increase weekend shift differential from .88 to $1.15
31. Art.41.03 add "Employee requests for a residency waiver shall be submitted to the Mayor's office for consideration within 10 days of receipt by the Department Head. Should the employer determine that it will take disciplinary action against members of the bargaining for non-compliance with the ordinance it will provide a one-time notice of six months to the Union before taking said action and will begin impact bargaining negotiations should the Union desire same. Impact bargaining negotiations will not extend beyond 60 days of the above referenced one-time notice and in the event that an agreement is not reached the Employer will then implement its last offer/position."
32. Art. 41.08 add "Up to five (5) Union stewards will be released for one (1) day with pay for the purpose of attending the UFCW's annual stewards training."

_____	_____
For the City	For the Union
_____	_____
Date	Date

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2719 C

Parks Department - 5 Year Zamboni Lease (Mayor Sarno)

WHEREAS, Massachusetts General Laws Chapter 30B, Section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City of Springfield's Department of Parks, Buildings and Recreations Management, Parks Department, ("City") is in need of replacing its Zamboni machine for the maintenance of Cyr Arena; and

WHEREAS, the City has received an acceptable low responsive and responsible bid quote for financing a five (5) year lease and option to purchase for purchase of a Zamboni machine and maintenance; and

WHEREAS, the quote received by the Office of Procurement was submitted by Doug Peters of Frank J. Zamboni & Co. Inc using the National Joint Powers Alliance ("NJPA") collaborative contract; and

WHEREAS, the NJPA cooperative contract is a nationwide collaborative contract for the maintenance, repair, and purchase of operational supplies that was competitively procured, has been properly ratified and executed in accordance with Massachusetts General Laws Chapter 30B and other state Procurement Statutes, and of which the City of Springfield is a signatory to; and

WHEREAS, the City's Office of Procurement received a quote of $123,090.00, and in utilizing the NJPA, The City received a discount of $3,692.70, bringing the five (5) year financing total, with transportation, to One Hundred Twenty Two Thousand Eight Hundred Ninety Seven Dollars and 30/100 ($122,897.30); and

WHEREAS, The Department of Parks, Recreation, and Building Management, with approval from the Chief Procurement Officer now wishes to award the leasing agreement for purchase of a Zamboni machine as described herein; and

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the award of a contract for lease of the Zamboni machine for five (5) years.

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Zaida Luna, Melvin A. Edwards, Thomas M. Ashe

Attachment: Zamboni - BROCHURE 500 SERIES (2719 : Parks Department - 5 Year Zamboni Lease)

ZAMBONI®

Nothing else

The Ultimate Machine

Over 60 years ago, Frank Zamboni set out to create the first ice resurfacer for his own ice rink.

Trusted & proven performers, Zamboni® ice resurfacers bring unequalled quality & superior value to the rink every day.

In the early 1940's, Frank Zamboni saw the need for a machine to quickly produce an attractive sheet of ice at his rink in Southern California. Through his experiments and persistence, the Zamboni ice resurfacer was invented. The machine he developed for his own facility was soon recognized as being indispensible for an efficient operation and has had a tremendous impact on skating and ice sports. Zamboni ice resurfacers continue as the overwhelming choice of arena operators throughout the world... Frank Zamboni's belief in ongoing product improvement and innovation lives on today in the company he founded.

The employees of Zamboni honor the spirit of Frank Zamboni by closely examining every detail on the Zamboni ice resurfacer and then putting it to the test. There is no part on this machine which has not faced the challenge: "How can we make it better?" Most companies may think that this commitment to detail is unnecessary, but we know that it is this "innovative spirit" that made Frank Zamboni what he was then... and makes Zamboni what it is now:

The maker of the world's leading ice resurfacing machine.

Nothing else is even close.

Proven Value

The Evolution of a Dream

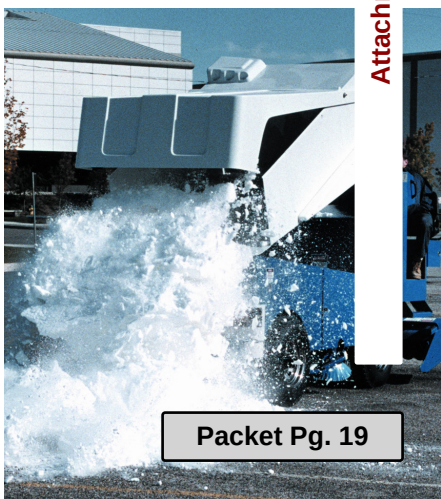
Zamboni ice resurfacers have always offered unparalleled shaving and snow conveyor performance.

The highest residual value speaks to Zamboni's construction and durability. The industry's lowest cost of operation reflects Zamboni's superior design and execution.

Tough materials and fabrication. Strong and hardy components. Efficient and powerful engines, motors and pumps. Zamboni remains the overwhelming choice for professional, private and municipal ice rink operators throughout the world.

Zamboni's powerful conveyor system provides the industry's highest snow compaction.

Uncompromising and Unparallele



Attachment: Zamboni - BROCHURE 500 SERIES (2719 : Parks Department - 5 Year Zamboni Lease)

Our Attention to Detail is Legendary

Nothing about the Zamboni ice resurfacer is taken for granted.
No detail is overlooked, which is why Zamboni remains the overwhelming industry leader.

Proven Reliability

Operating an ice resurfacer in a busy single or double rink is a tough job in a harsh environment. Hourly cold starting cycles often extend for 18 hours and can severely test any equipment. Zamboni ice resurfacers meet this challenge every day. Our network of dealers around the globe stands ready to provide timely, excellent support.

"The principal product you have to sell is the ice itself."
- Frank Zamboni

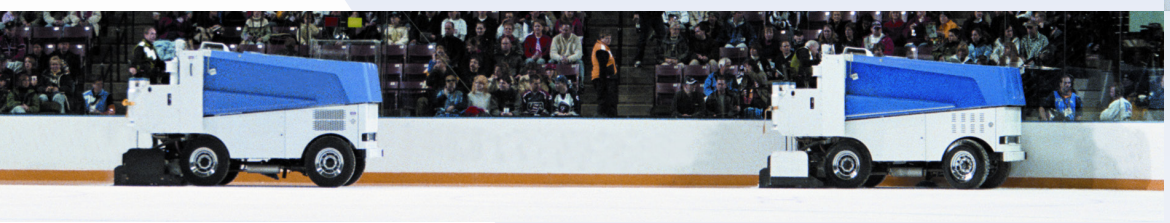
ZAMBONI

Attachment: Zamboni - BROCHURE 500 SERIES (2719 : Parks Department - 5 Year Zamboni Lease)

Proven Performance

Knowledgeable arena operators know that a quality sheet of ice is an arena's primary selling feature. Successful operators choose Zamboni ice resurfacing machines because they know Zamboni is the only real choice for unparalleled shaving and snow conveyor performance. Every feature on the 500 Series is deliberately designed to make ice resurfacing easier and to ensure that the result is always *a perfect sheet of ice.*

Frank Zamboni wouldn't have wanted it any other way.



This brochure has been prepared only as a general guide for the customer. Every effort has been made to assure that the information is correct at the time of printing. Some features described may be optional at extra cost and prices, colors, materials, specifications and models are subject to change. Some options are required in combination with other options. ZAMBONI and the configuration of the Zamboni® ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc. © Zamboni 2013

ZAMBONI®

Nothing else is even close

Zamboni USA
Frank J. Zamboni & Co., Inc.
15714 Colorado Ave., Paramount, CA USA 90723-4211
Phone (562) 633-0751 Fax (562) 633-9365

Zamboni Canada / Europe
Zamboni Company Ltd.
38 Morton Ave. East, Box 1388, Brantford, ON Canada N3T 5T6
Phone (519) 758-5000 Fax (519) 758-0500

www.zamboni.com

FRANK J. ZAMBONI & CO., INC.
15714 Colorado Avenue
Paramount, CA 90723-0770
Phone (562) 633-0751
Fax (562) 633-9365
www.zamboni.com

March 21, 2014

Mr. John Cirelli
Cyr Arena
Forest Park
200 Trafton Road
Springfield, MA 01108

PROPOSAL

MODEL: **Zamboni 552**

QUANTITY: One (1)

CAPACITY: **Full Size**

- Snow Tank
  100 cubic feet (actual volume)
  120 cubic feet (compacted)
- Ice Making Water Tank
  Constructed of High Density Polyethylene
  200 U.S. gallons
  Wash Water Tank (optional)
  Constructed of High Density Polyethylene
  82 U.S. gallons
  Total Water Capacity
  282 U.S. gallons

ELECTRONIC CONTROLS: **Sevcon® "Power Pak" MOSFET Controls**

- The 552 utilizes state-of-the-art Sevcon MOSFET (solid state) controls for both the vehicle traction drive and the accessory functions.
- The Sevcon controls offer the latest in electronics technology and provide exact optimized control to achieve outstanding operability. These controls have been proven throughout the world in demanding applications such as forklifts and airport equipment.

Attachment: Zamboni - j_cirelli5523-14.prop (2719 : Parks Department - 5 Year Zamboni Lease)

ELECTRONIC CONTROLS:

- The solid state MOSFET controls provide for infinitely variable traction speeds in forward and reverse, as well as optimum control of the accessory pump operation

Fully Programmable Features

-controlled acceleration.
-accessory pump speeds affecting conditioner/snow tank lift and auger speeds.
-compensation for different battery packages.

"On-Board" Diagnostic Features

-operator faults, such as starting in gear or parking brake on.
-faults due to component failure.
-hydraulic filter replacement.
-electric motor brush-wear sensors.
-motor temperature warning.

Sevcon Dash Display

- The Sevcon dash display acts as "window access" into the heart of the electric controls.

-full diagnostics with alphanumeric display including stored fault codes.
-battery discharge indicator and motor hourmeters.

ELECTRIC MOTORS:

- General Electric 17.5 HP traction drive motor with brush wear sensors.
- Baldor 8 HP accessory motor with temperature and brush wear sensors. Designed in motor "step-up" to maximize the usage and efficiency of the battery power.

BATTERY & CHARGER:

- 510 Amp Hour heavy-duty industrial type lead acid batteries. Heavy-duty features include a tabular solid plate design and heat bonded jar.
- "Intelligent" charger is microprocessor controlled to provide the best charging sequence in all conditions.

DRIVETRAIN:

Dana/Spicer Axles

- Front - Model 60, rated 6,400 lb. capacity.
- Rear - Model 60, rated 6,200 lb. capacity and is a rigid, full-float design.
- Because the 552 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.

Attachment: Zamboni - j_cirelli5523-14.proppg5 (2719 : Parks Department - 5 Year Zamboni Lease)

DRIVETRAIN:

- Our chassis/axle combination is the key to the Zamboni 552 having a turning radius of 16 feet, a full 3 feet tighter than most other machines.

Hub City Transfer Case

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Traction drive motor is directly-mounted to the housing for long shaft life.

Chassis

- 2" X 5" structural steel tubing for high strength and long service.

HYDRAULICS:

Danfoss Pump and Motor

- Gear-type for high efficiency, flow and speed. This design has been proven in many rugged applications and helps to continue Zamboni's reputation for the best conveyor performance in the industry.

Charlyn Steering Pump

- The use of a hydraulic steering system provides very smooth power steering with little effort.

Filtration and Tank

- Parker 10 micron hydraulic filter ensures a clean environment for all hydraulic components.
- Large 21 gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

SNOW TANK AND AUGERS:

- Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.
- Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are powder coated for durability.

CONDITIONER:

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

Attachment: Zamboni - j_cirelli5523-14.proppg5 (2719 : Parks Department - 5 Year Zamboni Lease)

HUMAN ENGINEERING:

- The operation of the 552 is very simple. The operator selects the travel direction, then drives the machine with a foot control. Because the conveyors are independent of vehicle speed, the 552 provides full power and speed to the augers at all times, even when slowing for corners.
- Speed is controlled by a single foot pedal. A solid-state electronic actuator provides smooth and responsive acceleration.
- Operator compartment has an ergonomic layout and includes a modern steering wheel with spinner knob.
- The Mosfet electronic controls, while securely locked to inhibit unauthorized entry, are conveniently located should service be necessary. The battery is easily accessed through both side doors for routine maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected.

FACILITY ENGINEERING:

- Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.
- Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 552 is designed with a flat bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Polyethylene ice-making water tank is standard. This tank is completely rust free and has a 8” quick access cover for inspection and clean-out.

MANUFACTURER’S STATEMENT: The Model 552 is proudly designed and manufactured in Paramount, California by Frank J. Zamboni & Co., Inc., a United States company.

WARRANTY: Twenty Four (24) months or 2,000 hours, parts replacement only.

SAFETY STANDARDS: The 552 is engineered to meet or exceed A.N.S.I. safety labelling requirements.

Attachment: Zamboni - j_cirelli5523-14.proppg5 (2719 : Parks Department - 5 Year Zamboni Lease)

NJPA CONTRACT PRICING:	**Zamboni 552**	$111,450.00
	• 510 AH Battery with Charger	$ Included
	• Board Brush	$ 5,300.00
	• Chrome Wheels	$ Standard
	• Wash Water System w/ Poly Tank	$ 4,450.00
	• Guide Wheel	$ Standard
	• Black Powder Coated Conditioner	$ Standard
	• Parking Brake	$ Standard
	• Conditioner Poly Side Plate	$ Standard
	• Stainless Steel Water Distribution Pipe	$ 365.00
	• Viscous Coupling	$ 1,525.00
SUBTOTAL:	Prior to NJPA discount	$123,090.00
	NJPA discount	$ -(3,692.70)
	Transportation	$ 3,500.00
TOTAL:		$122,897.30

F.O.B.: Paramount, CA

TERMS: Net 30 days on approved credit.
Shipment 300days or sooner from receipt of order.
Pricing firm for 30 days.
Pricing does not include any applicable sales tax.

THANK YOU: _____ 3/21/14
Doug Peters Date
Regional Sales Manager

Frank J. Zamboni & Co., Inc.
15714 Colorado Avenue
Paramount, CA 90723
Phone: (562) 633-0751
Fax: (562) 633-9365

Attachment: Zamboni - j_cirelli5523-14.proppg5 (2719 : Parks Department - 5 Year Zamboni Lease)

FAQs

Who is NJPA?

NJPA is a public corporation or agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 123A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for members is that NJPA employees have the same employment status as NJPA municipal members.

What is NJPA's primary purpose?

Among other things, NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

Who is eligible for NJPA membership?

How is NJPA governed?

How much does it cost to participate in NJPA?

How is NJPA funded?

How can we join and participate in NJPA and its contracts and services?

Does NJPA have a professional public purchasing board of advisors?

Can agencies other than government and education use the program?

What specific statute gives my agency the authority to participate?

What are the advantages of being a member of NJPA?

- The competitive bidding and contract process is completed and satisfied on behalf of your agency.
- National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing.
- Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors; a broad range of exceptional selections; substantial time savings and multiple other related benefits for participating agencies.
- Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies.
- NJPA contract solutions offer choice with the ability to continue to perform your own competitive bidding process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our process in creating a pathway to a unified process that is, and can be, accepted by agencies across the country. NJPA increases our members' comfort by conducting complete financial audits annually by an independent auditor with the results submitted to the State of Minnesota as required by state law.

Can my public agency use NJPA contracts without issuing our own solicitation?

How can I obtain copies of the legal documentation associated with each contract?

What is the solicitation and request for proposal (RFP) process?

How does the purchase process flow?

Can my agency add additional terms and conditions?

What about customer satisfaction and assurance?

Describe who NJPA contract awards to.

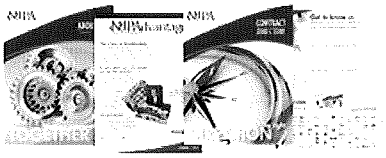
Attachment: NJPA info (2719 : Parks Department - 5 Year Zamboni Lease)

How do my regular suppliers become authorized suppliers for NJPA?

How do I get more information about NJPA?

How can we become a NJPA vendor?

Marketing Publications



** View Publications **

Testimonials

** View Testimonials **

Recent News

- News Update - Newly Awarded Contracts!
- Q1 2013 Newsletter

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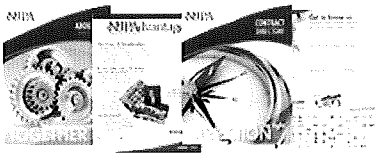

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Testimonials

** View Testimonials **

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Attachment: NJPA info (2719 : Parks Department - 5 Year Zamboni Lease)

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2720 A

Parks Department - 5 Year Lease Golf Course Equipment (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City of Springfield's Department of Parks, Buildings and Recreation Management, Parks Division, ("City") is in need of replacing its equipment use for maintenance of Franconia and Veteran's Golf Courses; and

WHEREAS, the City's Office of Procurement has received bid responses in accordance with Mass. Gen. Laws Ch. 30B and other Procurement statutes; and

WHEREAS, the City, with approval from the Chief Procurement Officer, now wishes to award a leasing agreement for the maintenance equipment to the lowest responsive and responsible bidder, Spafford Leasing Associates, Inc., for a term of five (5) years and a cost of $1,002,989.85;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the award of a contract for lease of the maintenance equipment for five (5) years.

RESULT:	**ADOPTED [11 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Melvin A. Edwards, Thomas M. Ashe

Dept. of Parks, Buildings and
Recreation Management
Parks Division
200 Trafton Road
Springfield, MA 01108

City of Springfield

Memo

To: Lauren Stabilo

From: Patrick J. Sullivan

CC:

Date: July 18, 2014

Re: Bid 15-003

We have selected Turf Products as the highly advantageous bidder and the bid justifications are attached.

Please contact this office if you need additional information.

Sincerely,

Patrick J. Sullivan, Executive Director
Department of Parks, Buildings and Recreation Management

PJS/kmc

PRICE LIST SHEET – BID NO. ~~14-208~~ 15-003

Section A Total Pricing

FRANCONIA GOLF COURSE – LOT #1

QUANTITY		UNIT PRICE	TOTAL PRICE	Lechy Equipment	Turf Products				
(2)	5- Gang 4 Wheel Drive Fairway Mowers	$	$			54,589.85	109,179.70		
(2)	Triplex Tee Mower	$	$			33,232.81	66,465.62		
(1)	Triplex Greens Mower	$	$			33,825.13	33,825.13		
(2)	4 Wheel Drive Heavy Duty Utility Vehicles	$	$	12,144.52	24,289.04	29,329.30	58,658.60		
(1)	Pull Behind Debris Blower	$	$				8,227.96		
(1)	Turf Sweeper	$	$				13,753.05		
(1)	Greens Roller	$	$				12,422.34		
(2)	68" Contour Following Rotary	$	$			33,797.82	67,595.64		
(1)	109" Contour Following Rotary	$	$				65,510.48		
(1)	Greens Aerator	$	$				23,688.03		
(2)	Mid-Duty Utility Vehicle	$	$	8,035.23	16,070.46	10,254.95	20,509.90		
					$40,359.58		$479,959.45		

FRANCONIA TOTAL COST $

VETERAN'S GOLF COURSE – LOT #2

QUANTITY		UNIT PRICE	TOTAL PRICE						
(2)	5- Gang 4 Wheel Drive Fairway Mowers	$	$			57,075.38	114,150.76		
(1)	Triplex Tee Mower	$	$				33,605.32		
(1)	Triplex Greens Mower	$	$				33,825.13		
(1)	4 Wheel Drive Heavy Duty Utility Vehicle	$	$	12,144.52	12,144.52		29,330.47		
(1)	4 Wheel Drive Heavy Duty Utility Vehicle with Cab	$	$	17,333.72	17,333.72		34,266.31		
(1)	Pull Behind Debris Blower	$	$				8,227.96		
(1)	72" 4wd Rotary Mower	$	$	19,849.45	19,849.45		25,968.57		
(1)	Greens Roller	$	$				12,442.22		
(2)	68" Contour Following Rotary	$	$			33,797.82	67,595.64		
(1)	150" Contour Following Rotary	$	$				75,360.92		
(1)	Self- Contained Spinner Topdresser	$	$				12,585.01		
(1)	Mid-Duty Utility Vehicle	$	$	8,035.23	8,035.23		16,254.95		
					$57,362.96		$457,606.80		

VETERAN'S TOTAL COST $

GRAND TOTAL FOR LOTS #1 AND #2 $

$97,722.54 | $937,564.35

Partial bid

937,564.44

Total award to one vendor

SECTION B

The bidder offers the following fixed, numerical, interest rate: (_____), which is available to the City for this procurement for ninety days, as preferred by the City, or until (date):_____/'14.

The following lease factor can be multiplied by the principal amount and the product will be the amount of each of the six, equal payments of: ($_____).

The firm agrees to submit a form of Lease / Purchase Agreement with this bid that conforms to Massachusetts General Laws, Chapter 30B. That form of agreement includes the following terms & conditions:

a. **Title shall pass to Lessee at the inception of the contract term with the Lessor noted as first lien holder. Lessee will gain title free of all liens at the end of the contract term and upon making all required lease / purchase payments.**
b. A down payment shall not be required except for any specification of the bid regarding initial installment or advance payment to be paid upon delivery and acceptance. All payments are to be level over the life of the contract. Any other costs or fees are the sole responsibility of the bidder.
c. The Lessee shall have the option to terminate the contract and acquire the equipment on any payment date at any time throughout the lease / purchase term.
d. This will be a net transaction, whereby maintenance, insurance, taxes, if any, and compliance with applicable laws and similar expenses shall be the responsibility of the Lessee.
e. All equipment manufacturer or vendor warranties are to be passed directly to the Lessee under the lease / purchase contract.
f. Acceptance of this bid is subject to the approval of the awarding authority.
g. Certification of Bid, in accordance with Chapter 30B, Section 10, is required.

The bidder is bidding as to the provision of lease-purchase financing and hereby certifies that, if awarded this bid, bidder shall pay the full purchase price to the equipment vendors(s).

	Leahy Equipment	Turf Products	Spafford Leasing Associates	TCF Equipment Finance
			2.79% Sept. 30 / '14	3.05% 9.1.14
			.1725 Payment factor	.21237 factor
Invitation For Bid or Price Agreement Coversheet Signed	yes	yes	yes	yes
Non-Collusion/Fraud Statement Signed	yes	yes	yes	yes
Tax Certification Affidavit Signed & Notarized	yes	yes	Not Notarized	yes
Affirmative Action Form Completed & Signed	yes	yes	yes	yes
5% Bid Bond	No	yes	NA	NA
Addendum No. 1	yes	yes	yes	yes

Bid Justification for Toro Groundsmaster 3280

The Kubota Unit does not offer the 5 year warranty.

The Kubota Unit does not offer 5 year maintenance plan.

The Kubota does not have Air Ride Seat.

The Kubota does not have a four caster wheel deck to eliminate scalping.

The Kubota deck spindles do not meet specifications, under sized.

Specifications call for individual wheel brakes for better control. Not listed.

The Toro Groundsmaster 3280 comes as specified, with a wireless hour meter, that communicates with a computer in real time for all maintenance.

Bid Justification

Item: 4 Wheel Drive Heavy Duty Utility Vehicle
(2) units Franconia G C
(2) units Veterans G C

1 The Toro Workman unit meets specifications offering a 5 year or 3500 hour warranty. Kubota does not.

2 Toro unit meets specifications with 5 year maintenance plan. Kubota does not cover maintenance.

3 Toro unit has wireless hour meter to monitor vehicle maintenance. Kubota does not

4 Specifications call for 32 horsepower engine. Toro Workman offers 32 horsepower. Kubota has a 21.6 horsepower engine. Much smaller engine.

5 Specifications call for cargo bed to be able to carry 2,790 lbs., Toro meets this capacity, Kubota carries 1,102 lbs and will not carry necessary payload

6 Specification call for an 8 gallon per minute remote hydraulics. Toro Workman has this option. Kubota does not. This is to run attachments.

7 Specifications call for towing capacity of 3,500 lbs. Toro meets this spec. Kubota tow 1,300 lbs.

8 Specification call for a bed size of 54.7" x 64.5". Kubota very small, 52" x 46.7". Toro Workman this spec.

Bid Justification

Item: Mid Duty Utility Vehicles
(2) Franconia G C
(1) Veterans G C

1 The Toro Workman unit meets specifications offering a 5 year or 3500 hour warranty. Kubota does not.

2 Toro Unit meets specifications with 5 year maintenance plan. Kubota does not offer maintenance.

3 Specification call for cargo bed capacity of 850 lbs, Toro Workman has 850 lbs, while Kubota has 441 lbs.

4 Specifications call for vehicle to have maximum speed of 15 miles per hour. Toro Workman is governed to 15 mph,. Kubota is 25 mph, much to fast.

5 Specification call for bed size 44.5" x 49". Toro workman meets this specification. Kubota bed is much smaller at 40.6" x 33.7".

6 Toro unit has wireless hour meter to monitor vehicle maintenance. Kubota does not

CITY OF SPRINGFIELD, MASS.

OFFICE OF PROCUREMENT

36 COURT STREET, ROOM 307, SPRINGFIELD, MASS. 01103

BID NO. 15-003

REQ. NO.

INVITATION FOR BID

DATE: 6/11/2014

PLEASE QUOTE US ON THIS SHEET ON THE ITEMS LISTED BELOW.

SEALED QUOTATIONS WILL BE RECEIVED UNTIL 2:00 P.M. JUNE 25, 2014 AND WILL BE CONSIDERED FINAL UNLESS REJECTED.

RETURN THIS FORM IN SEALED ENVELOPE ENCLOSED.

BY : LAUREN STABILO
CHIEF PROCUREMENT OFFICER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	NET UNIT PRICE	NET TOTAL PRICE
			Purchase of Equipment for Franconia and Veteran's Golf Courses for Springfield Parks Department		
			Section A – For Equipment Vendors ~~Section B – For Leasing Companies~~		$ 937,564.44
			Estimated cost of Landscape Equipment $950,000.00.		
			The unit(s)shall be furnished and delivered new, complete and ready for use and be delivered F.O.B. to the golf courses:		
			Franconia Golf Course, 619 Dwight Road, Springfield MA 01118 and Veteran's Golf Course, 1059 South Branch Parkway, Springfield, MA 01118. Attn: Mr. Patrick Sullivan, Director of Parks, Buildings and Recreation Management, (413) 787-6444 and Kevin Kennedy Golf Course Manager.		
			Note- All documents must be completed and returned with bids. All information required in the specifications must be included. Failure to adhere to these submission requirements will be cause for immediate rejection of your bid.		
			Bids to include all literature, warranties and exceptions to bid specifications.		
			THIS IS NOT AN ORDER		
			TERMS — % 21 DAYS OR NET 30 DAYS		
			WE CAN DELIVER IN 30 DAYS ARO		
			The City of Springfield is exempt from the payment of the Massachusetts Sales Tax. Do NOT include this tax in your quotations.		

DEL'D F.O.B Springfield Park Department, 200 Trafton Road, Springfield, MA 01108 P. Sullivan TOTAL $ 937,564.44

IN COMPLIANCE WITH THE ABOVE AND SUBJECT TO ALL OF THE CONDITIONS THEREOF, THE UNDERSIGNED AGREES, TO FURNISH ANY OR ALL OF THE ITEMS AT THE PRICES AND TERMS QUOTED ON THIS BID, AND WITHIN THE TIME STATED.

THIS FORM MUST BE COMPLETED AND SIGNED AT TIME OF BID OPENING.

COMPANY NAME Turf Products LLC
ADDRESS PO Box 1200 157 Moody Rd
CITY Enfield CT 06083
BY John Ferry
TITLE VP DATE 6/20/14
TELEPHONE NO. 800 243-4355 EXT. 7822 SIGNATURE

City of Springfield
Office of Procurement
36 Court Street – 3rd Floor, Springfield, MA 01103
Phone: (413) 787-6284
Facsimile: (413) 787-6295

Bid No. 15-003
Close Date: June 25, 2014

Equipment for Springfield Parks Department

Section A - Equipment List (Lot#1 Franconia Golf Course and Lot #2 Veteran's Golf Course) Per attached.

Section B - Financial Services to Lease-Purchase Golf Course Equipment – Estimated Cost $950,000.00

PLEASE NOTE FORMAT

Bidders are advised to read carefully the specification of this bid.

Failure to submit required documents may require the City to reject a low bid.

Offers to supply financial services per Section B must include sufficient information for the City to compare offers and should include the Terms & Conditions of Agreement form, completed and signed.

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

Invitation for Bids: Finance/Purchase of Landscaping Equipment for Franconia and Veteran's Golf Courses for Springfield Parks Department – Per Bid No. 15-003

will be received until 2:00 PM: **June 25, 2014** By:

The Office of Procurement
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room #307 Springfield, MA 01103
Phone (413) 787-6284 - Fax 787-6295

at which time the bids will be publicly reviewed in the Office of Procurement Bid Room.

This bid is subject to M.G.L. c. 30B. Bids will be available starting Wednesday, June 11, 2014.

Items to be purchased: 5- Gang 4 Wheel Drive Fairway Mowers, Triplex Tee Mower, Triplex Greens Mower, 4 Wheel Drive Heavy Duty Utility Vehicles, Pull Behind Debris Blower, Turf Sweeper, Greens Roller, 68" Contour Following Rotary, Greens Aerator, and Mid-Duty Utility Vehicles – Estimated Cost $450,000.00. per course Each unit will be the manufacturer's latest model. City looking to finance options for up to five (5) years.

The Chief Procurement Officer reserves the right to accept any bid, to reject and/or all bids and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City. The City of Springfield supports the goal of twenty percent minority and women participation in all contracts.

Note to Newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on: **June 11, 2014**
Phone: (413) 787-6284
Reference: 413 783-6285 Per Bid No. 15-003

tpc turf products
157 Moody Road • PO Box 1200 • Enfield, Connecticut 06083
Telephone: (860) 763-3581 • Fax: (860) 763-5550

City of Springfield
Office of Procurement
36 Court St, Room 307
Springfield, Ma 01103

Re: Bid No. 15-003
Due June 25, 2014 2:00 pm

The unit prices bid include:

Models and kits as detailed on Turf Products quotation sheet.

Standard factory warranty of 2 years or 1500 hours including parts, labor, mobil service, pickup and delivery if repaired in Enfield, Ct.

Extended Toro Protection Plus drive train warranty for a total of 5 years or 3500 hours (standard warranty of 2 years plus 3 years).

Installation of the Toro MyTurf fleet maintenance system including wireless hour meters, base station transmitter, and 5 year subscription to the service, (City to provide internet access).

5 years or 3500 hours of normal scheduled maintenance based on hour meter reading and manufacturer's recommendation. Does not include daily maintenance checks such as oil levels, cutting unit adjustments or sharpening.

tpc turf products corporation

TORO

Turf Products Corp
157 Moody Road P.O. Box 1200
Enfield CT 06083

Prepared for:
City of Springfield
Lot 2 Veteran's Gc

Proposal Date: 06/23/2014
Expiration Date: 02/26/2014
Quote ID: 1731929

Prepared by:
Jim Staszowski
jstaszowski@turfproductscorp.com

	Qty	Model Numbe	Description			Unit Price	Extension
#1	2	03670	Reelmaster 5410 - 35.5 hp Diesel			$55,680.83	$111,361.66
	10	03694	8 Blade Cutting Unit				
	10	03668	Powered Roller Brush				
	2	03671	CrossTrax All-wheel Drive Kit (Includes				
	2	30349	Universal Sunshade				
	2	D531	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#1A	--	03670	Spare cutting unit				
	1	03694	8 Blade Cutting Unit			$2,789.11	$2,789.11
	1	03668	Powered Roller Brush				
#2	1	04358	Greensmaster 3150-Q			$33,605.32	$33,605.32
	3	04618	8-Blade Cutting Unit				
	1	04627	Wide Wiehle Roller (.92" Spacing) (Set				
	3	120-9600	High HOC Kit				
	1	04476	3 WD Kit (Without ROPS) (Available				
	1	105-8336	Light Kit				
	1	D527	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#3	1	04358	Greensmaster 3150-Q			$33,825.13	$33,825.13
	3	04619	11-Blade Cutting Unit				
	1	04626	Narrow Wiehle Roller (.200" Spacing)				
	1	04476	3 WD Kit (Without ROPS) (Available				
	1	105-8336	Light Kit				
	1	D527	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#4	1	07386	Workman HDX 4WD (Kubota Gas)			$29,330.09	$29,330.09
	1	07316	High Flow Hydraulic Kit				
	2	D504	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#5	1	07386	Workman HDX 4WD (Kubota Gas)			$34,260.31	$34,260.31
	1	07316	High Flow Hydraulic Kit				
	1	07339	Deluxe Hard Cab (Does not include				
	1	07375	Cab - Sliding Window Door Kit				
	1	D504	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#6	1	44538	Pro Force			$8,227.96	$8,227.96
	1	D521	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				

tpc turf products corporation

TORO

Turf Products Corp
157 Moody Road P.O. Box 1200
Enfield CT 06083

Prepared for:
City of Springfield
Lot 2 Veteran's Gc

Proposal Date: 06/23/2014
Expiration Date: 02/26/2014
Quote ID: 1731929

Prepared by:
Jim Staszowski
jstaszowski@turfproductscorp.com

	Qty	Model Numbe	Description			Unit Price	Extension
#7	1	30345	Groundsmaster 3280-D 4WD			$25,968.57	$25,968.57
	1	31336	72" Side Discharge deck with 4 castor				
	1	24-5790-01	Rear Weight 35lb				
	2	325-8	SCREW-HH				
	2	3253-7	WASHER-LOCK				
	1	30313	Air Ride Seat Suspension				
	1	30398	Milsco Seat				
	1	30382	12V Power Port/Electrical Accessory Kit				
	1	D529	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#8	1	44912	GreensPro 1240			$12,442.22	$12,442.22
	1	44923	GreensPro 1240 LED Light Kit				
	1	44911	Smoothing Roller Scraper				
	1	D520	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#9	2	30807	Groundsmaster 3500-D (25hp Diesel			$33,797.82	$67,595.64
	2	30358	Bimini Canvas Sunshade				
	2	30841	Work Light Kit				
	2	D530	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#10	1	30882	Groundsmaster 4700-D (Tier 4 Final			$75,360.92	$75,360.92
	1	30349	Universal Sunshade				
	1	D538	Toro Protection Plus Drive Train Only -				
		TPCM-5	5 year maintenance contract				
#11	1	44700	ProPass 200 Wireless			$12,585.01	$12,585.01
	1	44704	Propass Tow-Type Chassis no fenders				
	1	44705	Propass Finder Kit				
	1	44706	Propass Tow Chassis Hose Ass'y				
		TPCM-5	5 year maintenance contract				
#12	1	07279	Workman MD (California CARB			$10,254.95	$10,254.95
	1	07389	MD/MDX/MDX-D Electric Cargo Bed Lift				
	1	D521	Toro Protection Plus Drive Train Only -				
	12	115-4754	wireless hour meter for MyTurf communication			No Charge	No Charge
	1	115-9542	base station for MyTurf communication			No Charge	No Charge

TOTALS	
Equipment Total	$457,606.89
Toro Protection Plus	No charge
Total	**$457,606.89**

Theocles, Theo

From: Ken Spafford <spafford@spafford.com>
Sent: Friday, July 25, 2014 11:25 AM
To: Theocles, Theo
Cc: Stabilo, Lauren
Subject: RE: Leasing of Gold Course Equipment
Attachments: CityofSpfldAnnualPymts.pdf

Dear Attorney Theocles;

I have attached our lease bid of 2.79% structured as 5 annual payments. One schedule reflects 5 equal annual payments in advance at $200,597.97 each. The other schedule reflects 5 equal annual payments in arrears at $206,194.65 each.

If you have any questions or need additional information please let me know.

Regards,
Ken

Kenneth C. Spafford
President and CEO
Spafford Leasing Associates, Inc.
60 Shaker Road
East Longmeadow, MA 01028
Tel 413-526-0975, Ext 1
Fax 413-526-0978
Cell 413-531-0880

This e-mail communication and any attachments hereto are intended only for the use by the addressee(s) named herein and may contain legally privileged, confidential information and may be protected from disclosure. If you are not the intended recipient of this e-mail, any dissemination, distribution, printing, disclosure or copying of this e-mail and any attachments hereto is strictly prohibited and may subject you to legal restriction or sanction. If you have received this e-mail communicaton in error, please delete it from any computer or network system and permanently delete all copies of this e-mail and notify us immediately at (413) 526-0975 or via e-mail at spafford@spafford.com.

From: Theocles, Theo [mailto:ttheocles@springfieldcityhall.com]
Sent: Friday, July 25, 2014 10:36 AM
To: spafford@spafford.com
Cc: Stabilo, Lauren
Subject: Leasing of Gold Course Equipment

Dear Mr. Kenneth Spofford:

I thank you for your interest and for submitting a bid for the City of Springfield Bid# 15-003, Financing of Landscape Equipment for Franconia & Veteran's Golf Courses. Please be advised that the City is still contemplating an award for this procurement. I have attached copies of your lease submission that you placed with your bid. The Instruction contained in the specifications asked bidders to submit a lease term/cost breakdown that was composed of Five (5) Annual and equal payments based on your offered rates. The breakdown that you submitted reflected Six(6) semi-annual payments. Can you please re-submit a lease breakdown with the proper payment amounts and values for the

five annual payment model as suggested in the City Specs? This would allow us to consider your bid, and we would then be able to move forward with potentially awarding the leasing contract.

Attorney Theo G. Theocles
Deputy Director of Procurement
City of Springfield
36 Court Street – Room 307
Springfield, Massachusetts 01103
Office: (413) 787-6284
Direct Line: (413) 784-4898
Fax: (413) 787- 6295

This e-mail message is generated from the City of Springfield Procurement Department, and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this email information is prohibited. If you have received this email in error, please notify the sender by return e-mail and delete it from your computer system.

SPAFFORD LEASING ASSOCIATES, INC.

June 23, 2014

COPY

To Whom This May Concern:

As a locally owned Leasing Company in our 25th year of business we look forward to doing business with the City of Springfield and keeping dollars working here with local companies.

If you should have any questions please contact any one of the undersigned.

Sincerely,

Angela M. Flebotte

Angela M. Flebotte

CFO and Owner

Kenneth C. Spafford

CEO and Owner

VISIT OUR WEB SITE AT www.spafford.com
60 SHAKER ROAD • EAST LONGMEADOW, MA 01028 • TEL. (413) 526-0975 • FAX (413) 526-0978

SECTION B

Bid No.15-003
Open: 6/25/2014

LEASE / PURCHASE
Quote for Third Party Financing
Terms & Conditions of Agreement

THE DATA IN THIS DOCUMENT INFORMS THOSE REVIEWING THE BID ABOUT THE LEASE OPTION. FAILURE TO INCLUDE THIS DOCUMENT WITH YOUR BID MAY PRECLUDE THE CITY FROM TAKING YOUR BID.

Spafford Leasing Associates, Inc.
(type or print name of firm)

Description of Vehicles:

Lot#1 – Landscaping Equipment for Franconia Golf Course
Lot#2 - Landscaping Equipment for Veteran's Golf Course

Estimated Cost of Equipment $950,000.00

offers to provide financial services to lease the goods at the costs offered in this bid by

(name of sales firm): To be determined by City of Springfield

FIRST LEASE PAYMENT DUE DATE: AUGUST 1, 2014

The primary and secondary contact officers of this firm who are authorized to communicate with the City of Springfield regarding this transaction are:

Ken Spafford, President
(type or print name and title)

Phone: (413) 526-0975 Ext. 1 Fax: (413) 526-0978
(type or print phone & fax numbers)

Angela M. Flebotte, CFO
(type or print name and title)

Phone: (413) 526-0975 Ext. 2 Fax: (413) 526-0978
(type or print phone & fax numbers)

City of Springfield Bid No. 15-003 Open: 6/25/2014
Annual Payments in Advance

Compound Period ..... : Annual

Nominal Annual Rate .... : 2.790 %

COPY

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/01/2014	950,000.00	1		
2	Lease Payment	08/01/2014	200,597.97	5	Annual	08/01/2018

AMORTIZATION SCHEDULE - Normal Amortization

Date	Lease Payment	Interest	Principal	Balance *
Lease 08/01/2014				950,000.00
1 08/01/2014	200,597.97	0.00	200,597.97	749,402.03
2014 Totals	200,597.97	0.00	200,597.97	
2 08/01/2015	200,597.97	20,908.32	179,689.65	569,712.38
2015 Totals	200,597.97	20,908.32	179,689.65	
3 08/01/2016	200,597.97	15,894.98	184,702.99	385,009.39
2016 Totals	200,597.97	15,894.98	184,702.99	
4 08/01/2017	200,597.97	10,741.76	189,856.21	195,153.18
2017 Totals	200,597.97	10,741.76	189,856.21	
5 08/01/2018	200,597.97	5,444.79	195,153.18	0.00
2018 Totals	200,597.97	5,444.79	195,153.18	
Grand Totals	1,002,989.85	52,989.85	950,000.00	

* These balances will be slightly higher than this column. This balance will be an "Option to Purchase" pursuant to Section 18 of the attached lease.

City of Springfield Bid No. 15-003 Open: 6/25/2014
Annual Payments in Arrears

Compound Period ..... : Annual

Nominal Annual Rate .... : 2.790 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/01/2014	950,000.00	1		
2	Lease Payment	08/01/2015	206,194.65	5	Annual	08/01/2019

AMORTIZATION SCHEDULE - Normal Amortization

Date	Lease Payment	Interest	Principal	Balance *
Lease 08/01/2014				950,000.00
2014 Totals	0.00	0.00	0.00	
1 08/01/2015	206,194.65	26,505.00	179,689.65	770,310.35
2015 Totals	206,194.65	26,505.00	179,689.65	
2 08/01/2016	206,194.65	21,491.66	184,702.99	585,607.36
2016 Totals	206,194.65	21,491.66	184,702.99	
3 08/01/2017	206,194.65	16,338.45	189,856.20	395,751.16
2017 Totals	206,194.65	16,338.45	189,856.20	
4 08/01/2018	206,194.65	11,041.46	195,153.19	200,597.97
2018 Totals	206,194.65	11,041.46	195,153.19	
5 08/01/2019	206,194.65	5,596.68	200,597.97	0.00
2019 Totals	206,194.65	5,596.68	200,597.97	
Grand Totals	1,030,973.25	80,973.25	950,000.00	

* These balances will be slightly higher than this column. This balance will be an "Option to Purchase pursuant to Section 18 of the attached lease.

CITY OF SPRINGFIELD OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307

SECTION B

BID OPENING: 2:00 P.M.
JUNE 25, 2014

REQUEST FOR PROPOSAL FOR: **FINANCING OF CITY EQUIPMENT FOR FRANCONIA AND VETERAN'S GOLF COURSES**

BID NUMBER: **15-003** DATE: June 11, 2014

TO: THE OFFICE OF PROCUREMENT, SPRINGFIELD, MASSACHUSETTS

TCF Equipment Finance, Inc. hereby proposes to furnish
Company Name

Lease/Financing of Landscaping Equipment for Franconia and Veteran's Golf Courses for the Department of Parks, Buildings and Recreation Department – Park Division, when and as the same may be ordered, beginning on or about: August 1, 2014 and ending July 31, 2015 by the City of Springfield by the Chief Procurement Officer, Office of Procurement, in accordance with the attached specifications and at the price(s) indicated:

Quantities are approximate only, and the City reserves the right to increase or decrease to best suit its needs.

THIS BID INVITATION OF PURPOSE OF EXECUTING A PRICE AGREEMENT ONLY.

TERMS: 5 year Municipal Lease w/ annual payments starting August 2014 DELIVERY: Aug 2014

I (we) hereby swear that this bid is made without the knowledge of or collusion with any other person, firm, corporation, or agent submitting a proposal for furnishing said material, and that only the following persons are interested with the undersigned in making this bid, viz:

COMPANY NAME: TCF Equipment Finance, Inc

ADDRESS: 11100 Wayzata Blvd. Suite 801, Minnetonka MN. 55305

SIGNED: [signature]

DATE: June 24, 2014

POST OFFICE ADDRESS: n/a

EMAIL: pveerman@tcfef.com

PHONE & FAX 866-204-8756, fax 800-741-8079

PLEASE NOTE – ALL BIDS ARE TO BE NOTARIZED

COMMONWEALTH OF MASSACHU

(All documents must be filled out completely and entirely; Some are
All required documents and forms must be returned with the bid).

STATE OF: MN

County of Hennepin ss.

Then personally appeared before me Philip Vee
and made oath that he has read the forgoing Proposal, and knows the con own
knowledge, except such as are stated to be alleged on information and be

Copy

GB-35 500 –

My commission

NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2018

SECTION B

Bid No.15-003
Open: 6/25/2014

LEASE / PURCHASE
Quote for Third Party Financing
Terms & Conditions of Agreement

THE DATA IN THIS DOCUMENT INFORMS THOSE REVIEWING THE BID ABOUT THE LEASE OPTION. FAILURE TO INCLUDE THIS DOCUMENT WITH YOUR BID MAY PRECLUDE THE CITY FROM TAKING YOUR BID.

TCF Equipment Finance, Inc.
(type or print name of firm)

Description of Vehicles:

Lot#1 – Landscaping Equipment for Franconia Golf Course
Lot#2 - Landscaping Equipment for Veteran's Golf Course

Estimated Cost of Equipment $950,000.00

offers to provide financial services to lease the goods at the costs offered in this bid by

(name of sales firm): Turf Products, LLC.

FIRST LEASE PAYMENT DUE DATE: AUGUST 1, 2014

The primary and secondary contact officers of this firm who are authorized to communicate with the City of Springfield regarding this transaction are:

Philip Veerman, Business Development Officer
(type or print name and title)

Kurt Schmitz, VP, Sales Manager
(type or print phone & fax numbers)

(type or print name and title)

(type or print phone & fax numbers)

SECTION B

The Appropriation of Funds Clause and Options to Renew

The bidder understands that the lease-purchase agreement will be in the form of a City of Springfield Contract. The initial term of the contract will be one year. The City, at its sole option, will upon the Mayor's approval and appropriation of funds, renew the contract for a second, third, fourth and fifth year. It is incumbent upon the Lessor and any assignees to complete and return required documents to the City of Springfield Office of Procurement.

Date: 6/24/2014

(signature of bidder)

Philip Veerman

(print or type name and title of person signing bid)

business address:

11100 Wayzata Blvd. Suite 801

Minnetonka, MN 55305

Telephone & fax numbers: 866-204-8756, FAX- 800-741-8079

E-Mail Address: pveerman@tcfef.com

Description of Equipment:

Landscaping Equipment for Franconia & Veteran's Gold Courses
(see attached equipment sheets)

Cost of Equipment $950,000.00

Per the attached bid specifications.

SECTION B

The bidder offers the following fixed, numerical, interest rate: (3.05%), which is available to the City for this procurement for ninety days, as preferred by the City, or until (date): 9/1/'14.

The following lease factor can be multiplied by the principal amount and the product will be the amount of each of the five (5), equal payments of: ($ → .21237 Lease Factor

The firm agrees to submit a form of Lease / Purchase Agreement with this bid that conforms to Massachusetts General Laws, Chapter 30B. That form of agreement includes the following terms & conditions:

a. **Title shall pass to Lessee at the inception of the contract term with the Lessor noted as first lien holder. Lessee will gain title free of all liens at the end of the contract term and upon making all required lease / purchase payments.**
b. A down payment shall not be required except for any specification of the bid regarding initial installment or advance payment to be paid upon delivery and acceptance. All payments are to be level over the life of the contract. Any other costs or fees are the sole responsibility of the bidder.
c. The Lessee shall have the option to terminate the contract and acquire the equipment on any payment date at any time throughout the lease / purchase term.
d. This will be a net transaction, whereby maintenance, insurance, taxes, if any, and compliance with applicable laws and similar expenses shall be the responsibility of the Lessee.
e. All equipment manufacturer or vendor warranties are to be passed directly to the Lessee under the lease / purchase contract.
f. Acceptance of this bid is subject to the approval of the awarding authority.
g. Certification of Bid, in accordance with Chapter 30B, Section 10, is required.

The bidder is bidding as to the provision of lease-purchase financing and hereby certifies that, if awarded this bid, bidder shall pay the full purchase price to the equipment vendors(s).

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2721

Pine Point Expansion Bond - $650,000 (Mayor Sarno)

BE IT ORDERED THAT: the sum of $650,000 is hereby appropriated to pay costs of designing, constructing, reconstructing, originally equipping and furnishing the Pine Point Library Expansion Project, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Sections 7(3) and 7(3A) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided that the amount of the authorized borrowing shall be reduced by the amount of such aid received prior to the issuance of bonds or notes under this order, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

BE IT FURTHER ORDERED: that the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

RESULT:	**ADOPTED [11 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Melvin A. Edwards, Thomas M. Ashe

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 8/18/2014

Re: Order for Council Meeting – 8/18/2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the August 18, 2014 Council meeting, which authorizes the City to pay $650,000 for designing, constructing, reconstructing, equipping and furnishing cost for the Pine Point Library Expansion Project. On March 3, 2014 the Council authorized the City to borrow $750,000; however, an additional borrowing is needed for unforeseen asbestos removal.

Background: The Pine Point Library branch was part of a system-wide reorganization re-use plan that converted the library in to a library express. During rehabilitation asbestos materials were identified and per EPA, any asbestos abatement performed within a facility involving more than three (3) linear feet or three (3) square feet of asbestos-containing material, one must conduct a full environmental study. In the environmental study, it has been determined that an additional $650,000 will be needed for unforeseen conditions and asbestos removal.

The City is ready to release the bids and have them due on September 29th with a projected project closeout date of May 18, 2015. The total cost of the project is $1,400,000 which includes upgrading the HVAC system due to code compliance and required air exchanges.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2723

Parker Street - $1,000,000.00 (Mayor Sarno)

BE IT ORDERED THAT: the City hereby appropriates the sum of $1,000,000 to pay costs of infrastructure and streetscape improvements for Parker Street, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Sections 7(1) and 7(6) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided that the amount of the authorized borrowing shall be reduced by the amount of such aid received prior to the issuance of bonds or notes under this order, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

WHEREAS, After reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44, Section 7 of the General Laws.

FURTHER ORDERED: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Thomas M. Ashe

City of Springfield
36 Court Street
Springfield, MA 01103

Office of Management and Budget

To: Springfield City Council

From: Timothy J. Plante, Chief Administrative & Financial Officer

Date: 8/18/2014

Re: Order for Council Meeting – 8/18/2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the August 18, 2014 City Council hearings meeting, which authorizes the City to borrow $1,000,000 to pay costs for infrastructure and streetscape improvements for Parker Street.

Background: The Department of Public Works has determined that Parker Street has sustained significant damage to its infrastructure over the last few winters. DPW has received and addressed numerous pothole and drainage complaints and has spent significant resources trying to maintain the integrity of the roadway infrastructure. This repair will provide Parker Street with a proper foundation to eliminate maintenance issues and free up City resources.

DPW has determined the only viable repair for Parker Street is to mill and overlay the entire roadway, perform spot roadway reconstruction, install new drainage systems, and install curbing along the length of the roadway. The length of the repair is estimated to be 6,000 linear feet, and based upon a preliminary estimate, the City has determined the cost of repair will be up to $1,000,000, which includes all incidental costs related to the Parker Street project.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Certification - Parker Street (2723 : Parker Street - $1,000,000.00)

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2724

City Hall Energy Improvements - $1,658,000.00 (Mayor Sarno)

BE IT ORDERED THAT: the sum of $1,658,000 is hereby appropriated to pay costs of making heating, ventilation and air conditioning repairs to City Hall boiler plant located on Columbus Ave., including boiler replacement, repair and restoration of the chimney, replacing chillers and cooling towers, the removal and replacement of the roof, and the rebuilding of walls and parapets, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3A) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore. The Mayor is hereby authorized to take any and all action necessary or convenient to accomplishing the purposes of this order; and

WHEREAS, After reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44, Section 7 of the General Laws; and

Further Ordered: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this order, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Thomas M. Ashe

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 8/18/2014

Re: Order for Council Meeting – 8/18/2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the August 18, 2014 Council meeting, which authorizes the City to pay $1,658,000.00 for costs associated with heating, ventilation and air conditioning repairs to City Hall Boilers.

Background: The existing towers at the Columbus Avenue boiler plant which services City hall and symphony hall are at the end of their expected useful lifecycles. The Department of Capital Asset and Construction recommends the replacement of the two (2) Symphony Hall cooling towers, the condenser water basins in each of these towers, interconnection of piping between the cooling loops for Symphony Hall and City Hall and install new piping and manual valves between the two systems.

Having the two systems would provide the City with redundancy so if we ever lose a tower at City Hall we would be able to manually valve off that tower and open up the Symphony Hall tower valves to keep City Hall cooling. This project also includes repair and restoration of the chimney, replacing chillers and cooling towers, replacement of the roof, and the rebuilding of walls and parapets.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Certification Bond Authorization - City Boilers (2724 : City Hall Energy Improvements - $1,658,000.00)

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2733

Appropriation Order for Purchase of 15 Catharine Street ($2,864,200.00) (Mayor Sarno)

Ordered: That the City appropriates Two Million Eight Hundred Sixty-Four Thousand Two Hundred Dollars ($2,864,200) to pay costs of acquiring the property located at 15 Catharine Street in the City, and environmental remediation at the property; that to meet this appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation and borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

WHEREAS, the order requires a two-thirds vote by the City Council and;

Further Ordered: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

FINANCIAL IMPACT:

Financial impact is $2,864,000.00.

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 8/18/2014

Re: Order for Council Meeting – 8/18/2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the August 18, 2014 Council meeting, which authorizes the City to pay $2,864,200.00 for costs associated with the purchase of 15 Catharine Street (Mason Square Daycare Facility).

Background: The City, in collaboration with the School Department is interested in purchasing the former Early Childhood Center on Catharine Street to help meet educational needs for the Springfield school district. The early childhood center closed in December of 2013 after providing programs for infants, toddlers, and pre-school children. The purchase of the school will assist with long-term classroom needs by providing additional classrooms and programs for the SPS district.

As you are aware, pre-kindergarten programs in the region are in high demand and lead to future success of our kids to graduate. This is a unique opportunity for the City to engage in a public/private partnership. Initially, the facility will be converted for public school use to replace two portable classrooms at the Mary Lynch and Brunton schools, which are in need of expensive repairs. The ultimate goal in the future is to outsource additional seats to programs looking to expand to number of children served.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2732

Order Approving the Purchase of 15 Catharine Street (Mayor Sarno)

WHEREAS, the Early Childhood Centers of Greater Springfield, Inc., seeks to sell its Early Childhood Education Center located at 15 Catharine Street in Springfield, MA., at the corner of State Street and Catharine Street; and

WHEREAS, the property consists of approximately 4.497 acres with frontage on Catharine Street and State Street; and

WHEREAS, the property is improved with a 1-story, 37,040 square foot building which was previously operated as an early childhood education center by the Early Childhood Centers of Greater Springfield, Inc. The building contains 4 infant classrooms, 8 toddler classrooms, 14 pre-school classrooms, a dance studio, a large gymnasium, a large commercial kitchen with 2 walk-in coolers/freezers, staff lounges, 13 staff and administrative offices, a conference room, a server room, a large outdoor play area with playground equipment, a small parking lot, and a large parking lot (90 parking spaces). The property is also immediately adjacent to the Rebecca Johnson Elementary School on Catharine Street; and

WHEREAS, the Springfield Public Schools has requested that the City purchase the property to be used for educational and related purposes; and

WHEREAS, the Springfield Public Schools proposes to use the property for a state-of-the-art early childhood education center which will provide an ideal model of early childhood programming through a private/public partnership between the private providers and the public schools. The proposed center will house a range of early childhood services and programs, including full or half-day programs, programs and services for young children with disabilities and English Language learners, programs for infants/toddlers and related services, early intervention services, and wraparound services to help support families to optimize their children's development. Wraparound services may include enrichment activities, social/emotional and behavioral supports, parent trainings and support groups, assessment supports and related services. The Springfield Public Schools envisions providing full and half day programs for students ages 3-5 years of age, and programs for infants and toddlers ages 0-3 years of age. This center would provide the opportunity to expand Springfield's vision of universal preschool by increasing early childhood seats through a collaboration of private and public providers in an effort to deliver high quality programs and services to our young children in order to better prepare them for academic success in later years; and

WHEREAS, the Springfield Public Schools does not have sufficient space to house all of its existing and prospective early childhood programs. This property has existing classroom space and other educational uses consistent with the School Department programs. The Premises has sufficient space and parking for the programs and

WHEREAS, the City is aware of no other property with these unique characteristics and location, and has determined that advertising pursuant to Mass. Gen. Laws ch. 30B, sec. 16, will not benefit its interests, and the City has submitted a determination to that effect for publication in the Central Register; and

WHEREAS, the City submitted a proposal to purchase the property for the amount of Two Million Eight-Hundred Sixty-Four Thousand Two-Hundred Dollars ($2,864,200.00), which represents the FY 2014 assessed value, subject to City Council approval of an appropriation of funds; approval of the acquisition by the City Council and the Mayor, and the seller's ability to transfer clear title to the property; and

WHEREAS, at a meeting on July 9, 2014, the Board of Directors of the Early Childhood Centers of Greater Springfield, Inc., voted to accept the City's offer; and

WHEREAS, when subsequent environmental testing at the site indicated that remediation measures would need to be taken, the City submitted a revised proposal to purchase the property, decreasing the amount by $100,000.00, to $2,764,200.00, which was accepted by the Board of Directors; and

WHEREAS, the City intends to use the $100,000.00 savings toward the remediation measures; and

WHEREAS, the City Council has approved an Order appropriating sufficient funds for these purposes;

NOW THEREFORE, BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B,sec. 16, and Mass. Gen. Laws ch. 40, sec. 3, the City Council hereby authorizes the purchase of 15 Catharine Street, Springfield, MA., from the Early Childhood Centers of Greater Springfield, Inc., in the amount of Two Million Seven-Hundred Sixty-Four Thousand Two-Hundred Dollars ($2,764,200.00), and further authorizes the Mayor, on behalf of the City, to take whatever steps are necessary to complete the purchase, accept a deed to the property in a form approved by the Law Department, and pay the purchase price to the seller, subject to the seller's ability to transfer clear title to the property. The City Council further authorizes the City to apply the additional $100,000.00 appropriated toward the remediation of the property.

FINANCIAL IMPACT:

The purchase price has been reduced to $2,764,200, with the additional $100,000 savings to be applied to environmental remediation measures.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2735

Order Declaring Real Property at 833 Page Boulevard and East Side Oak Street (Indian Orchard) Surplus and Available for Disposition (Mayor Sarno)

WHEREAS, the City of Springfield ("the City") is the owner of two (2) former fire stations located at **833 Page Boulevard in Springfield** (Parcel #09440-0943), and **East Side Oak Street in Indian Orchard** (Parcel #09182-0219), which are collectively referred to herein as "the Properties"; and

WHEREAS, the Springfield Fire Department no longer uses the Properties as fire stations; and

WHEREAS, the City desires to make the Properties available for disposition by declaring the Properties surplus, and soliciting requests for proposals for redevelopment of the Properties, in accordance with Massachusetts General Laws Chapter 30B section 16; and

WHEREAS, the City intends to offer the Properties for sale for redevelopment consistent with all applicable laws, rules regulations and ordinances, as well as the terms and conditions set forth in the draft Requests for Proposals attached hereto as Exhibit A (for 833 Page Boulevard) and Exhibit B (for East Side Oak Street); and

WHEREAS, **NOW THEREFORE, BE IT ORDERED**, that the City Council of the City of Springfield, with the approval of the Mayor, hereby declares the Properties surplus real property and available for disposition by the City of Springfield, and that the use of each property must be legal and conform to local zoning requirements and any applicable urban renewal covenants, and must be consistent with the terms and conditions set forth in the Requests for Proposals issued pursuant to Mass. Gen. Laws. chapter 30B section 16, including evaluation criteria, rules for award, proposal submission requirements, contract terms and conditions, and use restrictions set forth in such Requests for Proposals.

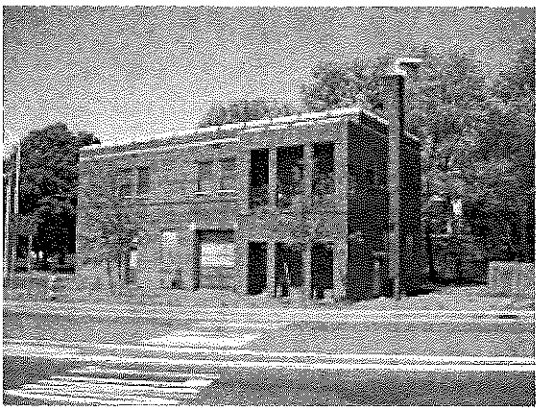
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

INFORMATIONAL

Vacant Fire Station Reuse Strategy

Project Introduction

With recent investments in larger fire facilities several of the older, historic fire stations have no longer been needed by the Springfield Fire Department.



Two of those Fire Stations, Sumner Avenue and Oakland Street, have been declared surplus by the Springfield City Council for purposes of redevelopment. Both have been made available for Request for Proposals, however to date neither property has been sold to date and both will be RFP'd again the future.

Two other stations, Page Boulevard and Oak Street (IO), are also vacant and need to be declared surplus in order to seek new investment.

Background

Recently the city hired Fort Point Associates to complete reuse assessment on the four vacant fire stations. The report provides data and insight that can help the City and potential prospective owners identify and evaluate new uses for the four decommissioned fire stations. The report examines each fire station and looks at various reuse scenarios both in financial aspects as well as site plan. The report will assist developers with local zoning and building codes, analysis the real estate market in Springfield and the region funding strategies and development ideas.

The report can be found on the City's website on the Office of Planning & Economic Development page at: http://www3.springfield-ma.gov/planning/510.0.html

Request for Proposals

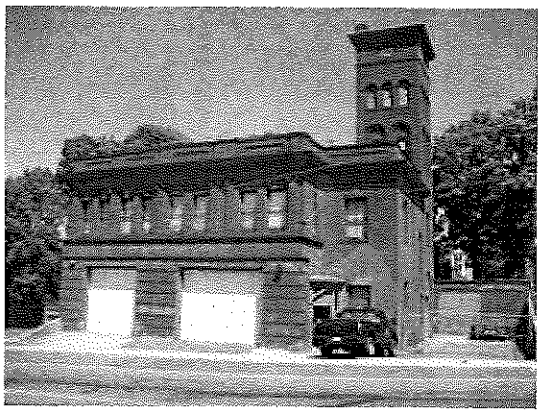
The Office of Planning & Economic Development is recommending making two of the stations available immediately via RFP and stagger the release of the additional two, to give the most developers the opportunity to examine each property. Proposers will be provided a copy of the city reuse assessment to assist them in developing reuse strategies for the buildings.

Attachment: Informational memo for surplus property order (2735 : Order Declaring Real Property Surplus and Available for Disposition)

Attachment: Informational memo for surplus property order (2735 : Order Declaring Real Property Surplus and Available for Disposition)

Surplus Vote

This action is being sought on the two fire stations that have yet to be declared surplus – Oak Street (IO) and Page Boulevard.



The Oak Street Station was decommissioned back around 1970 and the parcel sits on the corner of Oak Street and Berkshire Street in Indian Orchard, the parcel # is 09182-0219. This lot is a 13,500 square feet lot zoned as Residence B. The building has two floors and a basement. The total area of the building is approximately 11,732 square feet. The property including the building has an assessed value of $230,600. For proposers seeking to propose residential use, a zoning change will not be required, but the development of onsite parking will be required.

The Page Boulevard Station was decommissioned on July 20, 2001. The parcel sits on the corner of Page Blvd and Roosevelt Ave in East Springfield, parcel # is 09440-0943, this is an 11,814 square feet lot zoned as Business A. The building has two floors and a basement. The total area of the building is approximately 4,914 square feet. The property including the building has an assessed value of $113,300. For proposers seeking to propose residential use, a zoning change will not be required, but the development of onsite parking will be required.

The Page Boulevard station is being made available immediately, while the Oak Street station will made available later this summer as a current city storage and maintenance use is in the process of vacating the property.

June 20, 2014

EX. A

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

REQUEST FOR PROPOSALS

RFP (Bid) Number 15-021
Will be received at the Office of Procurement until 2:00 P.M. August 18, 2014 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.

By: **Lauren Stabilo, Chief Procurement Officer**

This Request for Proposal is for: Redevelopment of 833 Page Boulevard (Fire Station)
(Per the attached specifications)

As requested by: **Springfield Office of Planning and Economic Development**

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Proposal is submitted by: _____
(Company Name)

_____
(Company Address)

I acknowledge receipt of addenda numbered: _____, _____, _____, _____, _____.

signed by: _____
(Printed or Typed Name and Title)

_____/_____/_____
(Signature and Date)

Offering Price: $_____

Telephone Number: _____

Fax: _____

Email Address: _____

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

Request for Proposals for: Redevelopment of 380 Bay Street – Bid No. 15-019
Redevelopment of 1043 Sumner Avenue (Fire Station) – Bid No. 15-020
Redevelopment of 833 Page Boulevard (Fire Station) – Bid No. 15-021

will be received until 2:00 PM EST: **AUGUST 18, 2014** by:

The Office of Procurement
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103
Email: lstabilo@springfieldcityhall.com FAX 787-6295

At which time the bids will be opened and read. Bid documents and specifications will be available at no charge beginning July 16, 2014 at 9:00 AM at the office of Procurement:

15-019 – 380 Bay Street:
The property is located in the McKnight neighborhood and the parcel # is 01085-0077. The property's prior use was an auto service & repair shop. The lot is 7,241 square feet and is enhanced by a 1,485 square foot, one story wood frame building constructed in 1952. The assessed value of the property is $112,400 and the location is in a national historic district.

15-020 - 1043 Sumner Avenue (Fire Station)
This is a City owned property enhanced by a building that was previously occupied as a fire station. The parcel sits on the corner of Sumner Ave. and Howes Street, the parcel # is 11280-0330 it is 5,000 square feet, zoned Residence B. The building has 2 floors and a basement. The total area of the building is approximately 6,630 square feet with an assessed value of the property of $198,800.

15-021 – 833 Page Boulevard (Fire Station)
This is a City owned property enhanced by a building that was formally occupied as a fire station. The parcel sits on the corner of Page Blvd and Roosevelt Ave and the parcel # is 09440-0943, this is an 11,814 square feet lot zoned as Business A. The building has 2 floors and a basement. The total area of the building is approximately 4,914 square feet. The property including the building is assessed value of the property is $113,300. The property is known as 833 Page Blvd.

Site Visits:

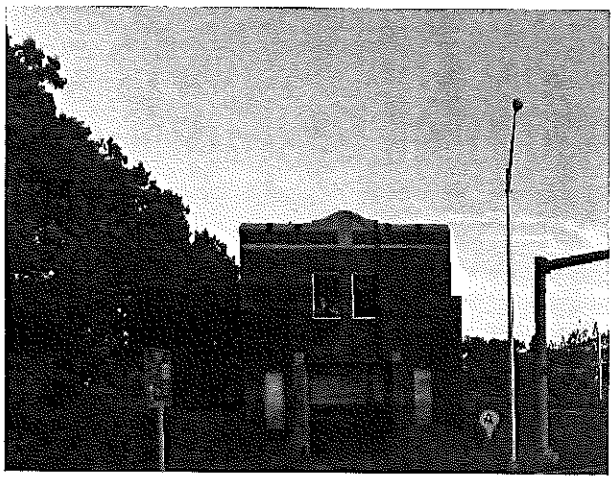
Location	Date & Time
380 Bay Street	July 23, 2014 @ 10:00 AM
1043 Sumner Avenue	July 24, 2014 @ 2:00 PM
	July 30, 2014 @ 10:00 AM
833 Page Boulevard	July 24, 2014 @ 2:00 PM
	July 30, 2014 @ 10:00 AM

In order to provide prompt answers to questions, the RFP Committee requests that all proposers submit written questions seven (7) days prior to the RFP response deadline. Accordingly, questions must be received in writing only at the City of Springfield, Office of Procurement. Questions may be faxed or emailed. The Office of Procurement fax number is (413) 787-6295 or contact Lauren Stabilo, CPO at lstabilo@springfieldcityhall.com. The CPO will compile written answers which will be mailed back to all Proposers who requested a copy of the RFP.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following two dates: **July 16th and July 23rd, 2014**
Phone: 787-6285
REFERENCE: 4137836285 per bid number 15-019, 15-020, & 15-021

City of Springfield, Massachusetts
Request for Proposals

833 Page Blvd



Bid No. 15-021

Proposals Due: Monday, August 18, 2014 at 2:00 p.m

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

833 Page Blvd

GENERAL INFORMATION

A. INTRODUCTION

The City of Springfield (hereafter "CITY") is requesting proposals for the redevelopment of 833 Page Blvd in the East Springfield neighborhood of Springfield, MA. This is a City owned property enhanced by a building that was formally occupied as a fire station. The parcel sits on the corner of Page Blvd and Roosevelt Ave and the parcel # is 09440-0943, this is an 11,814 square feet lot zoned as Business A. The building has 2 floors and a basement. The total area of the building is approximately 4,914 square feet. The property including the building is assessed value of the property is $113,300. The property is known as 833 Page Blvd.

For proposers seeking to propose residential use, a zoning change will not be required, but the development of onsite parking will be required.

833 Page Blvd is located in the northern tier of the city known as the East Springfield neighborhood and is about two and a half miles east of the Central Business District in the Metro Center neighborhood. It contains 1,504 acres and is the third largest of Springfield's seventeen neighborhoods. Its principal boundaries are Chicopee to the north, the Boston & Albany Railroad to the south, St. James Avenue to the west, and portions of Brookdale Drive, Page Boulevard and Worcester Street to the east. It should be noted that the property sits close to the entrance of interstate 291.
There are two public elementary schools in East Springfield: Bowles School and Mary Pottenger School.

B. ENVIRONMENTAL ISSUES

As a standard procedure, the CITY has not made and does not make any representation or warranty as to any matter affecting or relating to this or any parcel for disposition, and the selected developer acknowledges that no such representation or warranty has been made and Agrees to take the site in "as is" condition on the date of this agreement. The City shall not be liable or bound in any manner by any statement, representation, or information pertaining to the facilities which may have been furnished to the developer by any of the City's employees, attorneys, agents, servants or other persons.

Interested parties will have a fair and complete opportunity to inspect the parcel will accept it in "as is" condition with no exceptions. The selected developer will agree to indemnify the CITY, and hold the CITY harmless, from all damages, losses, and liabilities (including without limitation attorneys' and experts' reasonable fees and disbursement) arising under federal and state environmental statutes and regulations as a result of a relating to any conditions or activities at or involving the location.

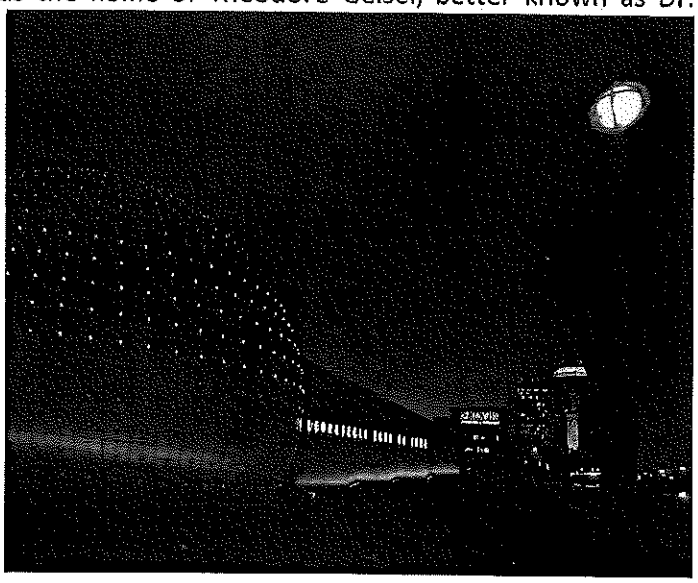
As noted, the City did not complete an asbestos and hazardous materials remediation process as part of the redevelopment.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

C. SPRINGFIELD PROFILE

Springfield is located along the Connecticut River 25 miles from Hartford, Conn.; 50 miles from Worcester; 80 miles from Albany, N.Y.; 85 miles from Providence, R.I.; 90 miles from Boston; and 140 miles from New York City.

Springfield has a notable history. It was the home of Theodore Geisel, better known as Dr. Seuss, and is the location of the Springfield Museum Quadrangle, which includes the Dr. Seuss sculpture garden. It is also the birthplace of basketball, invented by James Naismith at Springfield College, and home to the Naismith Memorial Basketball Hall of Fame.



Other points of interest include the Springfield Armory National Historic Site, Springfield Symphony Hall, CityStage, the Artists at Indian Orchard Mills complex, the Community Music School and many other arts and cultural attractions. The Springfield Museums, located on the State Street Corridor, house one of the most comprehensive collections of Currier & Ives prints in the world, and the G.W. Vincent Smith Art Museum at the Quadrangle holds one of the Western world's largest collections of Chinese cloisonné. The American Hockey League's Springfield Falcons franchise is based in Springfield, as is the league's headquarters. The city is also home to its own symphony – the Springfield Symphony Orchestra is the largest professional orchestra in Massachusetts outside of Boston, and has been existence for 70 years.

From its earliest beginnings Springfield had its roots in industry. In 1776, a national arsenal was sited within Springfield, and, in 1794, it was designated by Congress as the first National Armory. With the dawning of the Industrial Revolution, Springfield experienced growth across a spectrum of manufactured goods: handguns, railroad cars, motorcycles and cars.

Beyond its distinctive historical roots, the City is home to four colleges: Springfield College, American International College (AIC), Western New England University and Springfield Technical Community College (STCC), with a combined enrollment of nearly 20,000 students. The City is engaged in an economic and cultural partnership with Hartford, Conn., and the Springfield-Hartford region constitutes New England's Knowledge Corridor, with the second-largest concentration of institutions of higher learning in New England, outside Boston.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

Major and prominent employers in the City include the world headquarters of MassMutual Financial Group – which is located on State Street; Liberty Mutual also on State Street; Baystate Health; Mercy Health System; Big Y World Class Markets; Peter Pan Bus Lines; Smith & Wesson; Milton Bradley and Merriam-Webster. Baystate Health completed a $296 million expansion, in 2012, and will create more than 500 new jobs on the 54-acre Baystate Medical Center campus located in the North End of the city. BMC is also the western campus of Tufts University School of Medicine. Baystate is currently the city's largest employer with over 9,200 local employees.

Springfield is the third largest city in Massachusetts and fourth largest in New England (behind Boston, Providence, and Worcester). Springfield is commonly known as the City of Homes for its vast stock and variety of historic architecture and housing styles, and as the City of Firsts for its being the home to many "firsts," such as the birth of basketball, the nation's first Armory, the first motorcycle, and the first gasoline-powered commercial car.

There are proposed plans to link downtown Springfield via frequent commuter rail service to Hartford, New Haven and points thereafter including New York City. These locales are already served by Amtrak rail, with daily trips from Springfield.

D. SITE AND SYSTEMS INFORMATION, STREET ADDRESS

This property is close to Interstate 291 and 91 the parcel sits on the corner of Page Blvd and Roosevelt Ave, the parcel # is 09440-0943 and is 11,814 square feet zoned as Business A. The building has 2 floors and a basement. The total area of the building is approximately 4,914 square feet. The property including the building is assessed at $113,300. The property is known as 833 Page Blvd.

E. DEVELOPMENT CONCEPT

The City is seeking to select a developer who submits the most advantageous proposal consistent with the selection criteria and proposal requirements set forth in this RFP, and who demonstrates the ability to perform as proposed in a timely fashion. The City will give preference to developers, whose proposal includes the purchase and redevelopment of the site.

While the financial benefits (*i.e.*, price paid for the property) of a proposal are important to the selection of a developer, coupled with all selection criteria, the City will also consider the broader fiscal and economic benefits to be realized from the redevelopment project. The City will not be obligated to select the proposer offering the highest purchase price if another proposal better satisfies the selection criteria and other requirements of this RFP as a whole.

The City is most interested in proposals that creatively integrate the site with the surrounding area, respecting zoning that creates a viable redevelopment opportunity and enhances the aesthetic appeal of the streetscape. Proposers should be familiar with abutting uses and

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

mindful of such when developing a redevelopment project and program to ensure the project is respectful of existing neighbors. The parcel is currently zoned Business A.

REQUIREMENTS FOR BUSINESS A

Business A		
Uses		Major outlying business concentrations, residential uses
Minimum Lot Size or Density Per Family		Non-residential; see Residence C for residential uses
Minimum Lot Width Feet	Street Line	None
	Bldg. Line	None
Height Maximum		4 stories or 60 feet
Minimum Front Yard (Feet)		10 (none in certain cases)
Minimum Side Yard (Feet)		None or 10 feet if abutting a residential district
Minimum Rear Yard (Feet)		None or 7 feet if abutting a residential district
Percentage Lot Coverage		75
**Additional dimensional standards apply to lots with principal buildings equal or greater than 2,000 s.f. in ground floor area.		

The city envisions a development that incorporates any reasonable proposals which could include some or all of the following elements:

- Featuring and preserving historic features and attributes of the property
- Firm commitment letters from any and all tenants proposed for the building
- Firm financing letters or proof of funding to undertake redevelopment costs
- **Due to the nature of the existing traffic patterns, the city is seeking low-impact uses that will not create new traffic or parking concerns**
- Proposals that do not require new curb-cuts, and do not attract additional traffic (i.e daily retail customers, etc.) beyond the proposed occupant of the structure

F. Restrictions and Requirements

- An exterior preservation restriction shall be set on the property in perpetuity. As such, any exterior building alterations including the replacement of any windows, vehicle or pedestrian doorways will require approval of the Springfield Historical Commission.

- The property will be conveyed with a reverter clause which will require completion of development within twelve (12) months of conveyance of the deed and which will require to be occupied by an owner for a minimum of three (3) years.

- The property is being sold in as is condition, and the designated developer will take responsibility for any and all environmental conditions upon transfer.

- Automotive related uses will not be permitted (i.e. used car sales, auto repair, etc.) and/or uses that consist primarily of bottle and/or can redemption. Interior auto storage will be permitted.

- The City will require a certificate of occupancy within 12 months of the transfer of property to the designated developer or the property will revert back to the City.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

- Prior to property transfer, the designated developer will produce financial commitment documentation for the value of the project from its lenders and/or funding sources.

- Prior to closing, the designated developer will produce a detailed project schedule and final floor plans for the building.

- The Office of Planning & Economic Development will maintain a Site Plan approval of final landscaping/parking on-site plans. No tree removal or other landscaping or site plan alterations should be made prior to this approval.

G. PRICE PROPOSAL

The City will entertain all competitive bids for the property. Price will not be the only factor in selection, but proposers are encouraged to make the best financial benefit case possible to the city and selection committee.

H. ANTICIPATED SCHEDULE OF EVENTS

The anticipated schedule is as follows:

July 16, 2014	RFP advertise in Springfield Republican
July 16, 2014	RFP advertise in MA Central Register
July 16, 2014	RFP issued
July 24, 2014	Site walk (2 PM)
July 30, 2014	Site walk (10 AM)
August 6, 2014	RFP questions due by 4:00 p.m.
August 11, 2014	RFP questions answered
August 18, 2014	**Proposals due by 2:00 PM to Procurement Office**
August, 2014	Proposals Reviewed
August, 2014	Committee's Recommendation to Mayor
August, 2014	Preferred developer selected
September, 2014	City Council approval

Schedule may be modified as needed at the discretion of the city or the Review Committee.

I. PRE-PROPOSAL ASSISTANCE/QUESTIONS & ANSWERS

The site is on a major public throughway and can be viewed from the public sidewalks at anytime. Interested parties are asked not to enter the private property at any time, other than the designated site walks. Attachments include further information on the property.

Questions regarding the RFP may be submitted in writing to the Procurement Department. In order to provide prompt answers to questions, the City requests that all proposers submit **written** questions to the City of Springfield's, Office of Procurement no later than 4:00 p.m. August 6, 2014. Questions may be faxed or e-mailed. The Procurement Department's fax number is (413) 787-6295 or email Lauren Stabilo, CPO at lstabilo@springfieldcityhall.com. The

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

City will compile written answers which will be mailed to all Proposers who requested a copy of the RFP, no later than August 11, 2014.

To maintain a fair and impartial competitive process, the City can only answer written questions. **Private communication is not allowed with any RFP Review Committee Members or members of the Office of Planning and Economic Development or other City staff during the proposal preparation and evaluation period.** Proposers who initiate private communication or attempt to violate the process outlined herein may be disqualified.

J. SUBMISSION DEADLINE AND REQUIREMENTS

COMPLETED SUBMISSION PROPOSALS MUST BE RECEIVED BY **August 18, 2014 at 2:00p.m.** BY:

LAUREN STABILO, CHIEF PROCUREMENT OFFICER
SPRINGFIELD OFFICE OF PROCUREMENT
36 COURT STREET, CITY HALL – ROOM 307
SPRINGFIELD, MASSACHUSETTS 01103

Complete proposals should include all of the following:

1) A cover letter is required that summarizes the project AND addresses the following legal matters:

- State if the Bidder, its principals, and/or personnel has filed for U.S. Bankruptcy Court protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.

- State if the Bidder is a joint venture, and if so, provide the joint venture agreement and a statement that all joint venture partners will be jointly and severally liable.

- Document any name changes or changes in corporate organization that have necessitated a filing with the Secretary of the Commonwealth or other state authority during the last ten (10) years. Explain the reasons behind these changes.

- State whether within the past ten (10) years there have been or whether there are currently pending or any past civil or criminal investigations and/or conviction of or actions against you, your firm, or individual employees by a federal or state regulatory agency or taxing authority in connection with any work with which you or your firm has been associated which have led to convictions.

- State whether any of the key personnel you propose to assign to this project have been or are now subject to any such investigations or actions. If the response to any

- of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

2) Properly executed bid forms including (forms for items are provided with the RFP package):
- Request for Proposal Form Completed and Signed (Coversheet)
- Offering Price
- Tax Certification Affidavit, Signed and Notarized
- Non-Collusion/Fraud Statement, Signed
- Disclosure of Beneficial Interests, Completed and Signed

3) Project Specific Information. Complete proposals should also include the following items as well as respond to the MINIMUM REQUIREMENTS of Section L.

a. Narrative description of the proposed redevelopment program, including the type of use proposed (residential, commercial, etc), a preliminary site plan and elevations. If project includes a job creation component, narrative should clearly identify number and type of jobs expected to be created.
b. If proposing residential use, proposer should clearly identify number of units with conceptual layout, as well as whether units would be owner-occupied, rental, and if any public subsidies would be required. **Proposers would be responsible for any regulatory approvals needed in regards to the use change for commercial proposals as the property is currently not zoned for commercial uses.**
c. Purchase price and terms, specifying the total proposed purchase price for the Project Site(s)
d. Financial plan for the project including anticipated sources and uses budget, and estimates of direct construction and general development costs. Proposal should include proof of financing and/or financing commitments to encompass all proposed redevelopment costs.
e. Tenant commitment letters of interest of any proposed tenants planned to locate as part of the redevelopment.
f. Project schedule with proposed timelines for implementation of the proposed redevelopment plan, including construction schedule, any proposed phasing, etc.
g. A listing of the development team members, including the lead development team entity(s); construction manager/general contractor; management agent; architect; engineer; consultant(s); legal counsel; broker; etc. The proposal should identify the contact person who will represent each team member.
h. Previous relevant experience of development team members. A resume, including development experience must be included for *each* of the following parties who are members of the development team:
    - Corporate general partners or controlling member/manager of the development entity (s) (including non-profits).
    - Individual general partners or controlling member/manager of the development entity (s).

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

i. A company background statement for the lead development entity, to include:

- Name of legal entity.
- Names of principals in firm.
- Addresses and telephone numbers of all entity officers.
- Structure of entity, i.e., individual, partnership, corporation, LLC.
- Years entity has been in business.
- Names of individuals familiar with the developer's work on similar projects who may be contacted as references.

In addition, any and all relevant supporting information and documentation should be included within the proposal.

Bidders are subject to all current zoning, building restrictions and controls as well as design review by the Office of Planning and Economic Development. Bidders must be current on all taxes, fines, fees and other debts and liabilities, or payment plans that they may have to the City. Any bidder with a significant history of non-compliance with Code Enforcement will be disqualified. Bidders must make known in the proposal should any current liabilities exist.

The submissions package proposal must be submitted as follows:

Bidder's name, address, phone and fax number marked on the outside of the envelope, with enclosed proposals, whether they are for one package or both packages, the envelope should be marked: **"Request for Proposals for 833 Page Boulevard – Per Bid No. 15-021". One (1) unbound original proposal and three (3) copies should be included for a total of four (4) copies.**

K REVIEW COMMITTEE

A Review Committee will be established by the City to review and evaluate complete proposals. The review committee may be composed of representatives from organizations such as the City of Springfield Office of Planning and Economic Development, Office of Neighborhood Services, and local neighborhood and civic associations. If the Review Committee recommends to accept a proposal with Mayor's approval, the selected developer will be notified and preferred developer agreement will be entered into, under which the developer will be given a period of time to complete its due diligence under the conditions outlined in Section F.

The CITY may, in its sole and absolute discretion, reject any and all, or parts of any and all proposals; may re-advertise this RFP if so inclined; postpone or cancel at any time this RFP process; change, adjust, or modify the anticipated schedule of events. The City reserves the right to waive any minor informalities pertaining to any proposals received. Proposals will be evaluated pursuant to MGL 30B. Upon completion of the evaluation process the RFP Review Committee will make its recommendation(s) to the Mayor and its determination of the most advantageous proposal, as a result of this RFP. All dispositions by the CITY shall be in its sole and absolute discretion and upon a determination that the proposed redeveloper possesses the

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

significant qualifications and has furnished satisfactory evidence of financial resources necessary to complete any proposed redevelopment. The disposition of the property to the selected developer is subject to approval by the Springfield City Council and the Mayor.

Any proposal that is accepted will be required to obtain a site plan approval letter through the Office of Planning & Economic Development prior to any construction activity taking place. If a nonprofit organization is designated preferred developer, it will be expected to enter into an agreement with the City of Springfield to make an annual in-lieu-of-tax payment equal to fifty percent (50%) of the amount of the annual tax amount; the amount to be negotiated with the Board of Assessors and approved the City of Springfield.

The CITY has made every effort to ensure that the information is accurate. However, it is the buyer's responsibility to investigate to their satisfaction any matter as it may relate to the property or its purchase.

Private communication is not allowed with any RFP Review Committee Members or members of the Office of Planning and Economic Development or other City staff during the proposal preparation and evaluation period. Proposer's who initiate private communication or attempt to violate the process outlined herein may be disqualified.

L. MINIMUM EVALUATION CRITERIA

Proposers should clearly respond to these items:

- The Proposer has a good track record in real estate redevelopment projects, as demonstrated by at least three (3) similar projects.
- The Proposer has documented a development schedule and budget.
- A timeline for the redevelopment plan is included in the proposal.
- Proposer has included the names and background of the development team in the proposal.
- The proposer clearly states the price offer for the property.

M. PROPOSAL EVALUATION CRITERIA

Acceptable proposals (those deemed complete by the Office of Procurement) will be evaluated by the Review Committee in accordance with the following Comparative Evaluation Criteria:

- Developer history and capacity
- Project feasibility
- Achievement of Public Policy Goals and Significant Public Purposes
- Readiness to Proceed
- Direct Financial Benefit

Please see **"Comparative Evaluation Criteria"** for a detailed copy of the Comparative Evaluation Criteria used by the review committee.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

COMPARATIVE EVALUATION CRITERIA

Ratings of Highly Advantageous ("HA"), Advantageous ("A"), Not Advantageous ("NA"), or Unacceptable ("U") will be given to each of the following criteria for each Proposer. A composite rating of "Highly Advantageous" or "Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below.

A. Proposer Experience and Capacity

HA - Proposer team has an extensive successful track record in redeveloping historic properties as demonstrated by at least three (3) similar projects.

A – Proposer team has a good track record in redeveloping historic properties as demonstrated by at least two years' experience and completion of at least one (1) similar project.

NA – Proposer team has minimal experience or a poor track record in construction or has not assembled a development team with sufficient expertise.

U – Non-responsive.

B. Project Feasibility

HA – Proposer has documented a clear, comprehensive development plan. The schedule and budget as supported by detail construction costs are reasonable. Proposer has resources and/or commitments readily available to undertake the project and has attached letters and proof of such resources.

A – Proposer has documented an acceptable development schedule and budget but aspects of the plan are not clearly defined and / or realistic. The Proposer's response is not fully detailed and / or committed.

NA – Proposer has submitted a development plan that lacks sufficient detail and / or unrealistic.

U – Non–responsive.

C. Readiness to Proceed

HA – Proposer has demonstrated the expertise to complete successfully the project in a timely manner. Proposer has proposed an aggressive but realistic development timeline and has a favorable plan to secure immediately the property from the elements. The schedule indicates all improvements to be complete within 12 months.

A – Proposer has partially demonstrated the expertise to complete the project. Proposer's timeline is questionable and/or needs clarification or indicates a timeline greater than 12 months.

NA – Proposer has not demonstrated that they are ready to proceed. The timeline is unsupported.

U – Non-responsive.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

833 Page Blvd

D. Level of Investment

HA – Proposer budget shows the highest level of investment

A – Proposer budget shows the second highest level of investment

NA – Proposer plans are unclear regarding the level of investment.

U – Non-responsive.

E. Owner-Occupancy

HA – Development plan will renovate property as an owner-occupied office or owner-occupied single-family house.

A – Development plan will renovate property as an owner-occupied house with a rental apartment.

NA – Development plan does not meet the goal of owner-occupancy.

U – Non-responsive.

F. Historic Preservation

HA – Proposer clearly references accepting an exterior historic preservation restriction and retaining/restoring all exterior elements

A – Proposer has partially referenced restoring original exterior elements.

NA – Proposer has not referenced plans to restore any historic exterior elements.

U – Non-responsive.

G. Traffic Impact

HA – Proposal does not result in any additional traffic or parking impact

A – Proposal results in moderate vehicle traffic and/or parking impact

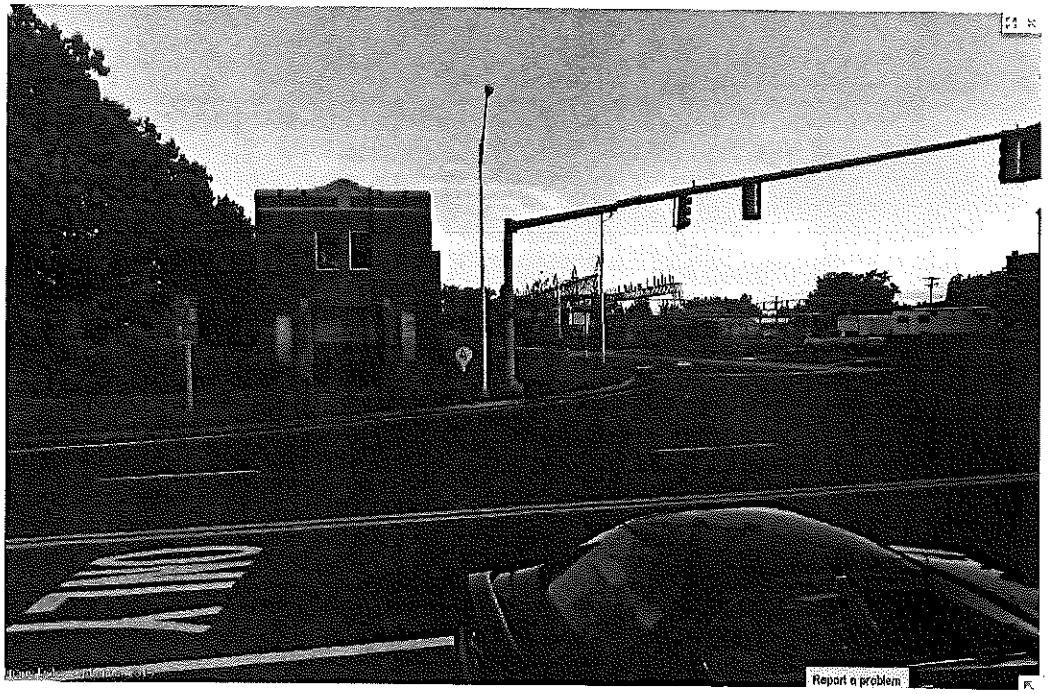
NA – Proposal results in significant traffic or parking impacts

U – Non-responsive.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

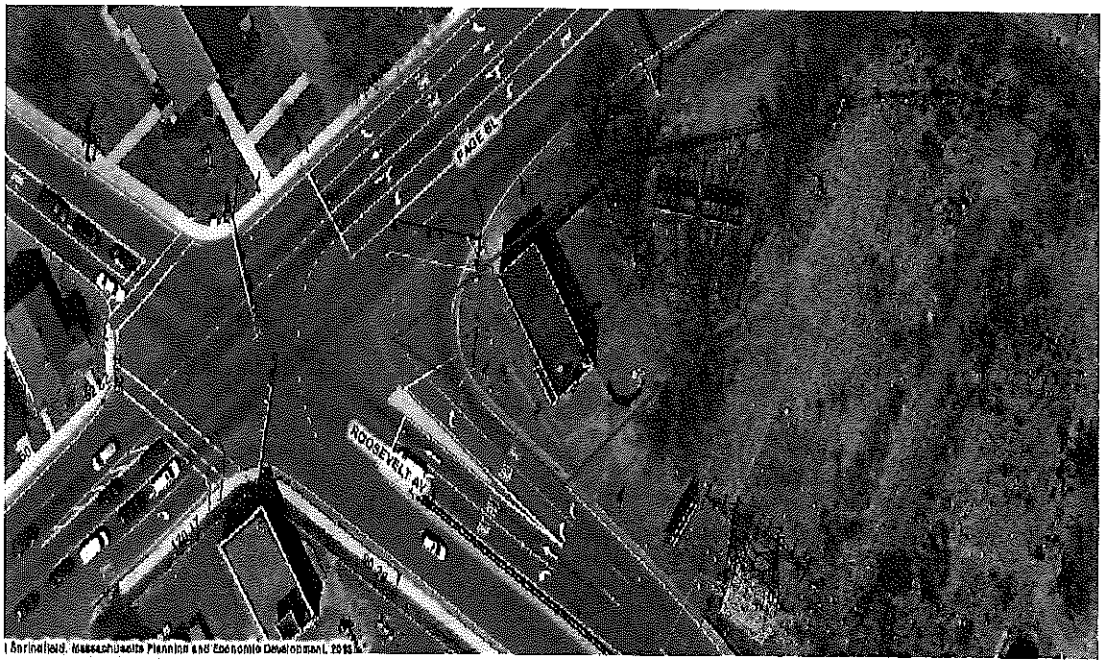
833 Page Blvd

Photos



Front View of 833 Page Blvd

833 Page Blvd

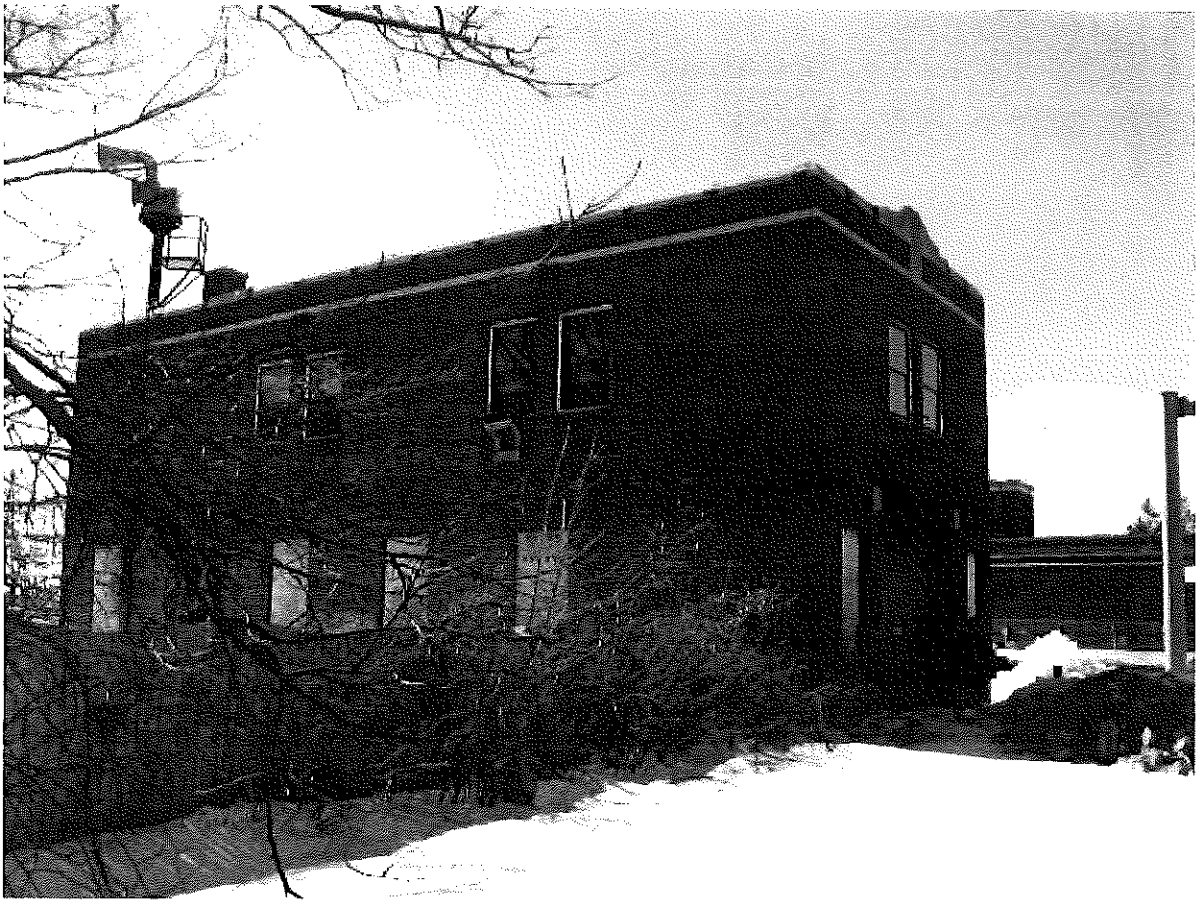


Springfield, Massachusetts Planning and Economic Development, 2013

Aerial View of 833 Page Blvd

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

833 Page Blvd

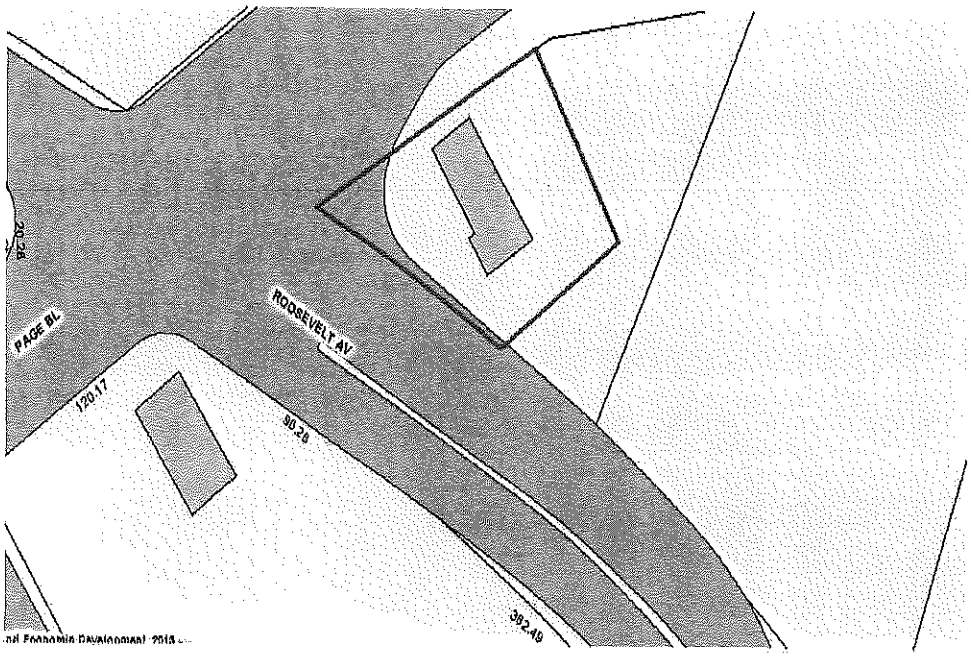


Side View of 833 Page Blvd

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

833 Page Blvd

MAP



Map of 833 Page Blvd

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

_____
(NAME OF PERSON SIGNING BID)

_____
(SIGNATURE)

_____
(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor,** with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ **Street Address Only:** _____

City/State/Zip Code: _____

Telephone Number: _____ **Fax Number:** _____ **Email:** _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ **Name of Individual:** _____

Partnership _____ **Names of all Partners:** _____

Limited Liability Company _____ **Names of all Managers:** _____

Limited Liability Partnership _____ **Names of Partners:** _____

Limited Partnership _____ **Names of all General Partners:** _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law.

_____ Bidder/Proposer/Contracting Entity _____ Authorized Person's Signature Date: _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **City of Springfield taxes** required by law(has/have entered into a Payment Agreement with the City).

_____ Bidder/Proposer/Contracting Entity _____ Authorized Person's Signature Date: _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____ Bidder/Proposer/Contracting Entity _____ Authorized Person's Signature Date: _____

Notary Public

STATE OF _____ _____, 2014

County of _____ ,ss.

Then personally appeared before me [name]_____,[title]_____ of [company name]_____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name]_____.

_____
Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED MAY BE REJECTED.

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

Disclosure of Beneficial Interests in Real Property Transaction - Bid No. 15-021

RFP: Redevelopment of 833 Page Boulevard (Fire Station)

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the City Office of Planning and Economic Development as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: o Sale o Lease or rental for: _____(term)

4. Seller(s) or Lessor(s): _____

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

_____ _____

5. Continued

None of the persons listed in this section is an official elected to public office in the City of Springfield except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with Springfield Office of Planning and Economic Development within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

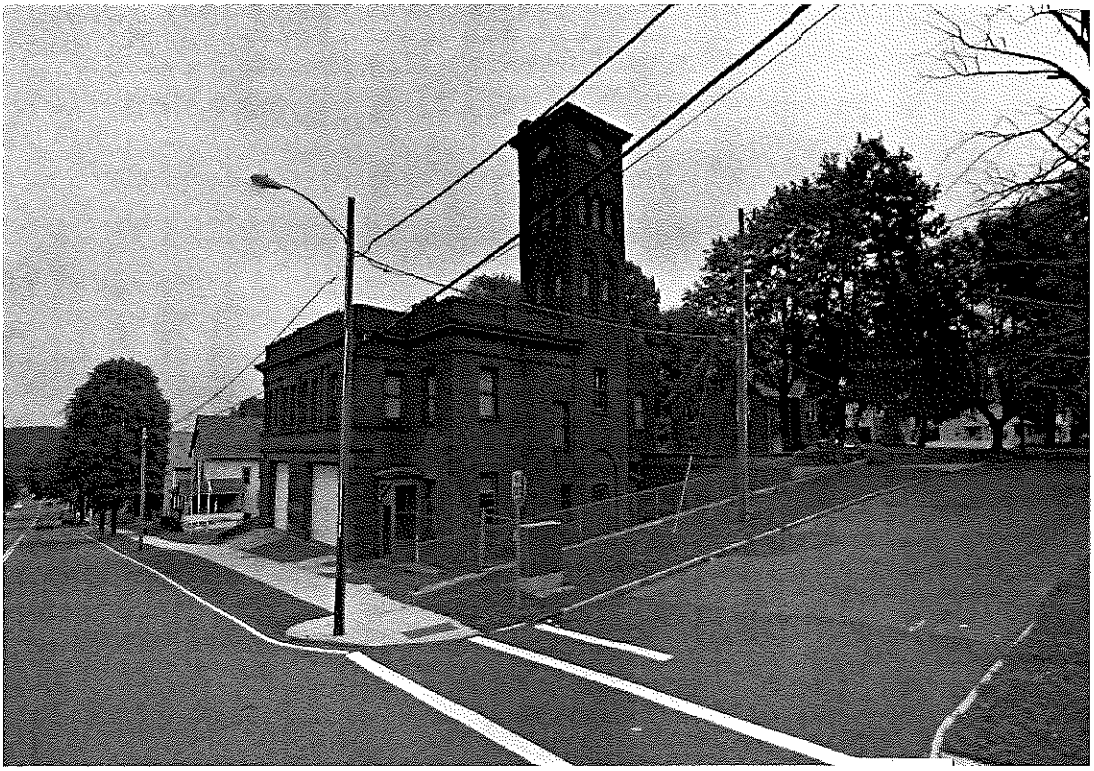
Date: _____

Attachment: Exhibit A, RFP for 833 Page Boulevard (2735 : Order Declaring Real Property Surplus and Available for Disposition)

EX.B

City of Springfield, Massachusetts
Request for Proposals
DRAFT

E S Oak Street Indian Orchard



Bid No. _____

Proposals Due:
Wednesday October 8, 2014 at 2:00 p.m.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

Oakl Street IO DRAFT RFP (1st Draft 7.22.14)

GENERAL INFORMATION

A. INTRODUCTION

The City of Springfield (hereafter "CITY") is requesting proposals for the redevelopment of E S Oak Street Indian Orchard formerly known as the Oak Street Fire Station in the Indian Orchard Section of Springfield, MA. This is a City owned property enhanced by a two story brick building including a basement. The Oak Street Station is the parcel that sits on the corner of Oak Street and Berkshire Street Indian Orchard. The parcel # is 09182 – 0219 and it is a 13,500 Square foot lot zoned as Residential B. The total area of the building is approximately 11,732 square feet and assessed at $230,600. For proposers seeking to propose other than residential a zoning change will be required but the development of onsite parking will be required.

The property E S Oak Street is a visible property that sits on a main intersection in Springfield. Located in the northeastern corner of Springfield, the Indian Orchard neighborhood is the fifth largest of Springfield's seventeen neighborhoods. It contains 1251 acres of land plus rights of way and bodies of water. Principal boundaries are the Chicopee River to the north, the Boston & Albany Railroad to the south, the Town of Wilbraham to the east, and portions of Brookdale Drive, the Athol rail line and Worcester Street to the west. There are over 100 acres of parks and other open areas in Indian Orchard. Over half of this amount is located in Hubbard Park. Among the signature features of the neighborhood are the so-called "kettle hole lakes," water holes formed from natural glacial deposits which are unconnected to other bodies of water.

The property is approximately one mile to the Massachusetts Interstate 90 in Ludlow and three and a half miles to the 291 on ramp in Springfield.

The property is being sold "as is" and the City makes no representations regarding the environmental and/or physical condition of the properties and will require the buyer to assume responsibility for these conditions. Prospective developers should undertake their own reviews and reach their own conclusions concerning zoning, title and survey matters, required approvals, physical conditions, environmental conditions, reuse potential, utility services and development, leasehold, legal and other considerations. Proposers are responsible for making their own determinations of existing conditions.

B. ENVIRONMENTAL ISSUES

As a standard procedure, the CITY has not made and does not make any representation or warranty as to any matter affecting or relating to this or any parcel for disposition, and the selected developer acknowledges that no such representation or warranty has been made and agrees to take the site in "as is" condition on the date of this agreement. The City shall not be liable or bound in any manner by any statement, representation, or information pertaining to the facilities which may have been furnished to the developer by any of the City's employees, attorneys, agents, servants or other persons.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

The selected developer will have a fair and complete opportunity to inspect the parcel and accepts it "as is" with no exception. The selected developer agrees to indemnify the CITY, and hold the CITY harmless, from all damages, losses, and liabilities (including without limitation attorneys' and experts' reasonable fees and disbursement) arising under federal and state environmental statutes and regulations as a result of a relating to any conditions or activities at or involving the location.

As noted, the City did not complete an asbestos and hazardous materials remediation process as part of the redevelopment.

C. SPRINGFIELD PROFILE

Springfield is located along the Connecticut River 25 miles from Hartford, Conn.; 50 miles from Worcester; 80 miles from Albany, N.Y.; 85 miles from Providence, R.I.; 90 miles from Boston; and 140 miles from New York City.

Springfield has a notable history. It was the home of Theodore Geisel, better known as Dr. Seuss, and is the location of the Springfield Museum Quadrangle, which includes the Dr. Seuss sculpture garden. It is also the birthplace of basketball, invented by James Naismith at Springfield College, and home to the Naismith Memorial Basketball Hall of Fame.

Other points of interest include the Springfield Armory National Historic Site, Springfield Symphony Hall, CityStage, the Artists at Indian Orchard Mills complex, the Community Music School and many other arts and cultural attractions. The Springfield Museums, located on the State Street Corridor, house one of the most comprehensive collections of Currier & Ives prints in the world, and the G.W. Vincent Smith Art Museum at the Quadrangle holds one of the Western world's largest collections of Chinese cloisonné. The American Hockey League's Springfield Falcons franchise is based in Springfield, as is the league's headquarters. The city is also home to its own symphony – the Springfield Symphony Orchestra is the largest professional orchestra in Massachusetts outside of Boston, and has been existence for 70 years.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

From its earliest beginnings Springfield had its roots in industry. In 1776, a national arsenal was sited within Springfield, and, in 1794, it was designated by Congress as the first National Armory. With the dawning of the Industrial Revolution, Springfield experienced growth across a spectrum of manufactured goods: handguns, railroad cars, motorcycles and cars.

Beyond its distinctive historical roots, the City is home to four colleges: Springfield College, American International College (AIC), Western New England University and Springfield Technical Community College (STCC), with a combined enrollment of nearly 20,000 students. Cambridge College has a downtown center located at Tower Square, and UMASS Amherst plans to open its own center at the same location in the Fall, 2014. The City is engaged in an economic and cultural partnership with Hartford, Conn., known as the Springfield-Hartford region constitutes New England's Knowledge Corridor, with the second-largest concentration of institutions of higher learning in New England, outside Boston.

Major and prominent employers in the City include the world headquarters of MassMutual Financial Group – which is located on State Street; Liberty Mutual also on State Street; Baystate Health; Mercy Health System; Big Y World Class Markets; Peter Pan Bus Lines; Smith & Wesson; Milton Bradley and Merriam-Webster. Baystate Health completed a $296 million expansion, in 2012, and will create more than 500 new jobs on the 54-acre Baystate Medical Center campus located in the North End of the city. BMC is also the western campus of Tufts University School of Medicine. Baystate is currently the city's largest employer with over 8,000 local employees.

Springfield is the third largest city in Massachusetts and fourth largest in New England (behind Boston, Providence, and Worcester). Springfield is commonly known as the City of Homes for its vast stock and variety of historic architecture and housing styles, and as the City of Firsts for its being the home to many "firsts," such as the birth of basketball, the nation's first Armory, the first motorcycle, and the first gasoline-powered commercial car.

There are proposed plans to link downtown Springfield via frequent commuter rail service to Hartford, New Haven and points thereafter including New York City. These locales are already served by Amtrak rail, with daily trips from Springfield.

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D. SITE AND SYSTEMS INFORMATION, STREET ADDRESS

This is a City owned property enhanced by a two story brick building that once was occupied as a fire station. The Oak Street Station is the parcel that sits on the corner of Oak Street and Berkshire Street in Indian Orchard. The parcel # is 09182 – 0219 and it is a 13,500 Square foot lot zoned as Residential B. The total area of the building is approximately 11,732 square feet and assessed at $230,600.

E. DEVELOPMENT CONCEPT

The City is seeking to select a developer who submits the most advantageous proposal consistent with the selection criteria and proposal requirements set forth in this RFP, and who demonstrates the ability to perform as proposed in a timely fashion.

While the financial benefits (*i.e.*, price paid for the property) of a proposal are important to the selection of a developer, coupled with all selection criteria, the City will also consider the broader fiscal and economic benefits to be realized from the redevelopment project. The City will not be obligated to select the proposer offering the highest purchase price if another proposal better satisfies the selection criteria and other requirements of this RFP as a whole.

The City is most interested in proposals that creatively integrate the site with the surrounding area, respecting zoning that creates a viable redevelopment opportunity and enhance the aesthetic appeal of the streetscape. Proposers should be familiar with abutting uses and mindful of such when developing a redevelopment project and program to ensure the project is respectful of existing neighbors. As mentioned before the parcel is zoned as residential B; any other use will require a zone change. This would be up to the developer to investigate any changes in zoning.

The City envisions a development that incorporates any reasonable proposals which could include some or all of the following elements:

- Creating jobs for Springfield residents
- Featuring and preserving historic features and attributes of the property
- Creating positive street level activity on Oak and Berkshire Street.
- Firm financing letters or proof of funding to undertake redevelopment costs
- Timeline to have building occupied

F. DEVELOPMENT CONDITIONS

- The designated developer, its agents, consultants, engineers, other contractors and designees will be granted a right of entry to advance its due diligence activities, subject to providing the City in advance with certificates of insurance evidencing that such parties have in place reasonable amounts of comprehensive general liability and workers compensation insurance for their activities on the premises.

- The designated developer should give the City 48 hours notice of any required entry to the property.

- An exterior preservation restriction shall be set on the property in perpetuity. As such, any exterior building alterations including the removal of the two large front garage doors will require approval of the Springfield Historical Commission.

- The property is being sold in as-is condition, and the designated developer will take responsibility for any and all environmental conditions upon transfer.

- The City will require a certificate of occupancy within 365 days of the transfer of property to the designated developer or the property will revert back to the City.

- Prior to property transfer, the designated developer will produce financial commitment documentation for the value of the project from its lenders and/or funding sources.

- Prior to closing, the designated developer will produce a detailed project schedule and final floor plans for the building.

- The Office of Planning & Economic Development will maintain a Site Plan approval of final landscaping/parking on-site plans. No tree removal or other landscaping or site plan alterations should be made prior to this approval.

F. Restrictions and Requirements

- The property will be conveyed with a reverter clause which will require completion of development within twelve (12) months of conveyance of the deed and which will require to be occupied by an owner within twelve (12) months.

- Automotive related uses will not be permitted (i.e. used or new car sales, auto repair, etc.) and or uses that consist primarily of bottle and or can redemption. Interior auto storage will be permitted.

G. PRICE PROPOSAL

The city will entertain all competitive bids for the property. Price will not be the only factor in selection, but proposers are encouraged to make the best financial benefit case possible to the city and selection committee.

H. ANTICIPATED SCHEDULE OF EVENTS

The anticipated schedule is as follows:

September 08, 2014	RFP advertise in Springfield Republican
September 08, 2014	RFP advertise in MA Central Register
September 17, 2014	RFP issued
September 24, 2014	Site walk (10 AM)
October 01, 2014	RFP questions due by 4:00 p.m
October 02, 2014	RFP questions answered

October 08, 2014	Proposals due by 2:00 PM to Procurement Office
October, 2014	Proposals Reviewed
October, 2014	Committee's Recommendation to Mayor
October, 2014	Preferred developer selected

Schedule may be modified as needed at the discretion of the City. Bidders will be notified of any changes by a written addendum. All changes must go through the Office of Procurement.

I. PRE-PROPOSAL ASSISTANCE/QUESTIONS & ANSWERS

The site is on a major public throughway and can be viewed from the public sidewalks at anytime. Interested parties are asked not to enter the private property at any time, other than the designated site walks. Attachments include further information on the property.

Questions regarding the RFP may be submitted in writing to the Procurement Department. In order to provide prompt answers to questions, the City requests that all proposers submit **written** questions to the City of Springfield's, Department of October 01, 2014. Questions may be faxed or mailed. The Procurement Department's fax number is (413) 787-6295. The City will compile written answers which will be mailed to all Proposers who requested a copy of the RFP, no later than October 02, 2014.

To maintain a fair and impartial competitive process, the City will only answer written questions submitted to the Procurement office. **Private communication is not allowed with any RFP Review Committee Member or member of the Office of Planning and Economic Development or other city staff during the proposal preparation and evaluation period.** Proposers who initiate private communication or attempt to violate the process outlined herein will be disqualified.

J. SUBMISSION DEADLINE AND REQUIREMENTS

COMPLETED SUBMISSION PROPOSALS MUST BE RECEIVED BY **October 08, 2014 at 2 pm.** BY:

LAUREN STABILO, CHIEF PROCUREMENT OFFICER
SPRINGFIELD OFFICE OF PROCUREMENT
36 COURT STREET, Room 307
SPRINGFIELD, MASSACHUSETTS 01103

Complete proposals should include all of the following:

1) A cover letter is required that summarizes the project AND addresses the following legal matters:

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

- State if the Bidder, its principals, and/or personnel has filed for U.S. Bankruptcy Court protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.

- State if the Bidder is a joint venture, and if so, provide the joint venture agreement and a statement that all joint venture partners will be jointly and severally liable.

- Document any name changes or changes in corporate organization that have necessitated a filing with the Secretary of the Commonwealth or other state authority during the last ten (10) years. Explain the reasons behind these changes.

- State whether within the past ten (10) years there have been or whether there are currently pending or any past civil or criminal investigations and/or conviction of or

- Actions against you, your firm, or individual employees by a federal or state regulatory agency or taxing authority in connection with any work with which you or your firm has been associated which have led to convictions.

- State whether any of the key personnel you propose to assign to this project have been or are now subject to any such investigations or actions. If the response to any

- of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.

2) Properly executed bid forms including (forms for items are provided with the RFP package):

- Request for Proposal Form Completed and Signed
- Bid Purchase Price Offer
- Tax Certificate Affidavit, Signed and Notarized
- Collusion Statement
- Disclosure of Beneficial Interests

3) Project Specific Information. Complete proposals should also include the following:

a. Narrative description of the proposed redevelopment program, including the type of use proposed (residential, commercial, etc), a preliminary site plan and elevations. If project includes a job creation component, narrative should clearly identify number and type of jobs expected to be created.
b. If proposing residential use, proposer should clearly identify number of units with conceptual layout, as well as whether units would be owner-occupied, rental, and if any public subsidies would be required. **Proposers would be responsible for any regulatory approvals needed in regards to the use change for residential proposals as the property is currently not zoned for residential uses.**

c. Purchase price and terms, specifying the total proposed purchase price for the Project Site(s)

d. Financial plan for the project including anticipated sources and uses budget, and estimates of direct construction and general development costs. Proposal should include proof of financing and/or financing commitments to encompass all proposed redevelopment costs.

e. Tenant commitment letters of interest of any proposed tenants planned to locate as part of the redevelopment.

f. Project schedule with proposed timelines for implementation of the proposed redevelopment plan, including construction schedule, any proposed phasing, etc.

g. A listing of the development team members, including the lead development team entity(s); construction manager/general contractor; management agent; architect;

h. engineer; consultant(s); legal counsel; broker; etc. The proposal should identify the contact person who will represent each team member.

i. Previous relevant experience of development team members. A resume, including development experience must be included for *each* of the following parties who are members of the development team:
   - Corporate general partners or controlling member/manager of the development entity (s) (including non-profits).
   - Individual general partners or controlling member/manager of the development entity (s).

i. A company background statement for the lead development entity, to include:

   - Name of legal entity.
   - Names of principals in firm.
   - Addresses and telephone numbers of all entity officers.
   - Structure of entity, i.e., individual, partnership, corporation, LLC.
   - Years entity has been in business.
   - Names of individuals familiar with the developer's work on similar projects who may be contacted as references.

In addition, any and all relevant supporting information and documentation should be included within the proposal.

Bidders are subject to all current zoning, building restrictions and controls as well as design review by the Office of Planning and Economic Development. Bidders must be current on all taxes, fines, fees and other debts and liabilities, or payment plans that they may have to the City. Any bidder with a significant history of non-compliance with Code Enforcement will be disqualified. Bidders must make known in the proposal should any current liabilities exist.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

The submissions package proposal must be submitted as follows:

Bidder's name, address, phone and fax number marked on the outside of the envelope, with enclosed proposals, whether they are for one package or both packages, the envelope should

be marked: **"Request for Proposals for E S Oak Street". One (1) unbound original proposal and three (3) copies should be included for a total of four (4) copies**.

K. REVIEW COMMITTEE

A Review Committee will be established by the City to review and evaluate complete proposals. The review committee may be composed of representatives from organizations such as the City of Springfield Office of Planning and Economic Development, Office of Neighborhood Services, and local neighborhood and civic associations. If the Review Committee recommends accepting a proposal with Mayor's approval, the selected developer will be notified and preferred developer agreement will be entered into, under which the developer will be given a period of time to complete its due diligence under the conditions outlined in Section F.

The CITY may, in its sole and absolute discretion, reject any and all, or parts of any and all proposals; may re-advertise this RFP if so inclined; postpone or cancel at any time this RFP process; change, adjust, or modify the anticipated schedule of events. The City reserves the right to waive any minor informalities pertaining to any proposals received. Proposals will be evaluated pursuant to MGL 30B. Upon completion of the evaluation process the RFP Review Committee will make its recommendation(s) to the Mayor and its determination of the most advantageous proposal, as a result of this RFP. All dispositions by the CITY shall be in its sole and absolute discretion and upon a determination that the proposed redeveloper possesses the significant qualifications and has furnished satisfactory evidence of financial resources necessary to complete any proposed redevelopment. The disposition of the property to the selected developer is subject to approval by the Springfield City Council and the Mayor.
Any proposal that is accepted will be required to obtain a site plan approval letter through the Office of Planning & Economic Development prior to any construction activity taking place. If a nonprofit organization is designated preferred developer, it will be expected to enter into an agreement with the City of Springfield to make an annual in-lieu-of-tax payment equal to fifty percent (50%) of the amount of the annual tax amount; the amount to be negotiated with the Board of Assessors and approved the City of Springfield.

The CITY has made every effort to ensure that the information is accurate. However, it is the buyer's responsibility to investigate to their satisfaction any matter as it may relate to the property or its purchase.

Private communication is not allowed with any RFP Review Committee Member or member of the Office of Planning and Economic Development or other city staff during the proposal

preparation and evaluation period. Proposers who initiate private communication or attempt to violate the process outlined herein may be disqualified.

L. Minimum Requirement

- The Proposer has a good track record in real estate redevelopment projects, as demonstrated by at least three (1) similar projects.
- The Proposer has documented a development schedule and budget.
- A timeline for the redevelopment plan is included in the proposal.
- Proposer has included the names and background of the development team in the proposal.
- The proposer clearly states the price offer for the property.

M. PROPOSAL EVALUATION CRITERIA

Acceptable proposals (those deemed complete by the Purchase Department) will be evaluated by the Review Committee in accordance with the following Comparative Evaluation Criteria:

- Developer history and capacity
- Project feasibility
- Achievement of Public Policy Goals and Significant Public Purposes
  Readiness to Proceed
- Direct Financial Benefit
- Experience Developing Historic properties

Please see **"Comparative Evaluation Criteria"** for a detailed copy of the Comparative Evaluation Criteria used by the review committee.

COMPARATIVE EVALUATION CRITERIA

REVIEW COMMITTEE CRITERIA

Ratings of Highly Advantageous ("HA"), Advantageous ("A"), Not Advantageous ("NA"), or Unacceptable ("U") will be given to each of the following criteria for each Proposer. A composite rating of "Highly Advantageous" or "Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below.

A. Proposer History and Capacity

HA The Proposer has an extensive successful track record in real estate redevelopment projects, as demonstrated by at least three (3) similar projects.

The Proposer has a good track record in real estate redevelopment projects, as demonstrated by at least one (1) comparable project.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

NA Proposer has minimal experience or a poor track record in real estate redevelopment projects or has not assembled a development team with sufficient expertise.

U Non-responsive.

B. Project Feasibility

HA The Proposer has documented a clear, comprehensive development plan and/or management plan. The schedule and budget as supported by detail, and construction and/or rehabilitation costs (where applicable) are reasonable. The Proposer has resources and/or commitments readily available to undertake the project and has attached letters and proof of such resources. The long term operations budget is feasible.

A The Proposer has documented an acceptable development schedule and budget but aspects of the plan are not clearly defined and/or realistic. The Proposer's response is not fully detailed and/or committed.

NA The Proposer has submitted a development plan that lacks sufficient detail and/or unrealistic.

U Non–responsive.

C. Achievement of Public Policy Goals

HA The Proposer's development plan, whether residential or commercial, greatly enhances the neighborhood, redevelops the property in an efficient timeline, improved streetscape, preserves historic attributes, and is respectful of the surrounding and adjacent properties in both design and use. Residential proposals offering a single family, owner-occupied reuse.

A The Proposer's development plan, whether residential or commercial, redevelops the property in a reasonable timeline and redevelopment plan will have a positive effect on neighborhood. Residential proposals offering a multi-unit, owner-occupied reuse.

NA The Proposer's development plan does not meet the goals of neighborhood revitalization and does not indicate when improvements will be complete. Residential proposals offering a multi-unit, non-owner-occupied reuse.

U Non-responsive.

D. Readiness to Proceed

HA The Proposer has assembled an experienced development and/or management team with the expertise to successfully complete the project in a timely manner and to successfully operate the property going forward. The proposer has proposed no greater than a 12 month construction schedule for completion.

A Proposer has partially assembled a development team with the expertise to complete the project and requires limited public financial assistance to proceed. The proposer has proposed no greater than an 18 month construction schedule for completion.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

NA Proposer has not demonstrated that they are ready to proceed. The timeline is unsupported and the project requires substantial public financial assistance.

U Non-responsive.

E. Direct Financial Benefit

HA The proposal offers the greatest, direct financial benefit (e. price paid for the property, future tax revenue, etc.) to the City of Springfield

A The proposal offers the second-highest direct financial and/or fiscal benefits (e. price paid for the property, future tax revenue, etc.) to the City of Springfield.

NA The proposal offers less than the second highest direct financial and/or fiscal benefits (e. price paid for the property, future tax revenue, etc.) to the City of Springfield.

U Non-responsive.

Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

Oakl Street IO DRAFT RFP (1st Draft 7.22.14)

ADDITIONAL PHOTOS

GIS MAP

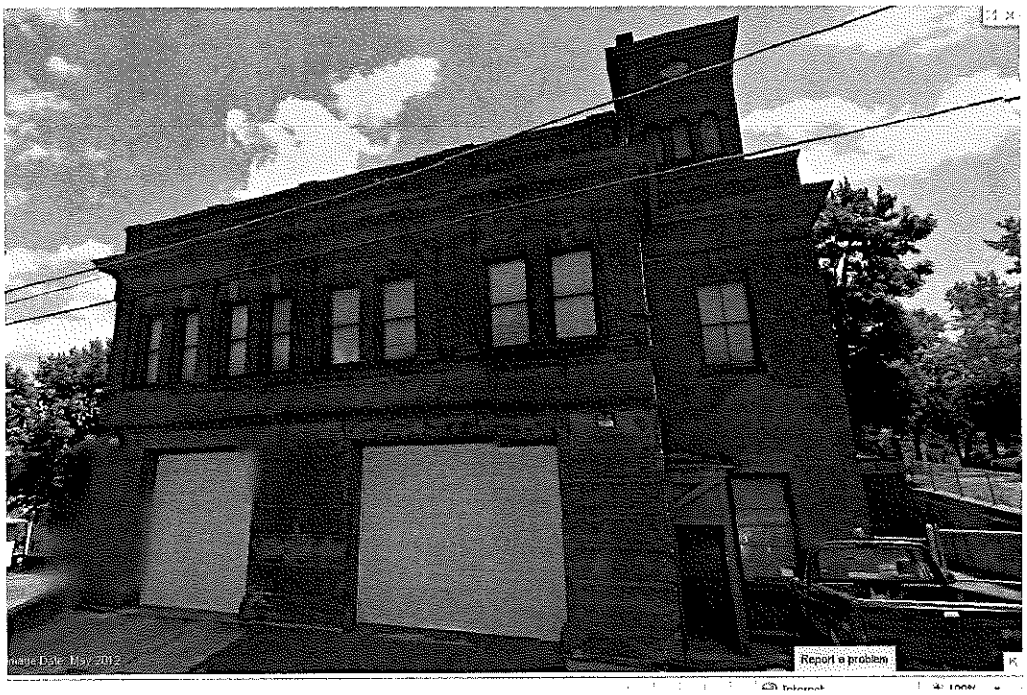
Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

Oakl Street IO DRAFT RFP (1st Draft 7.22.14)

AERIAL VIEW

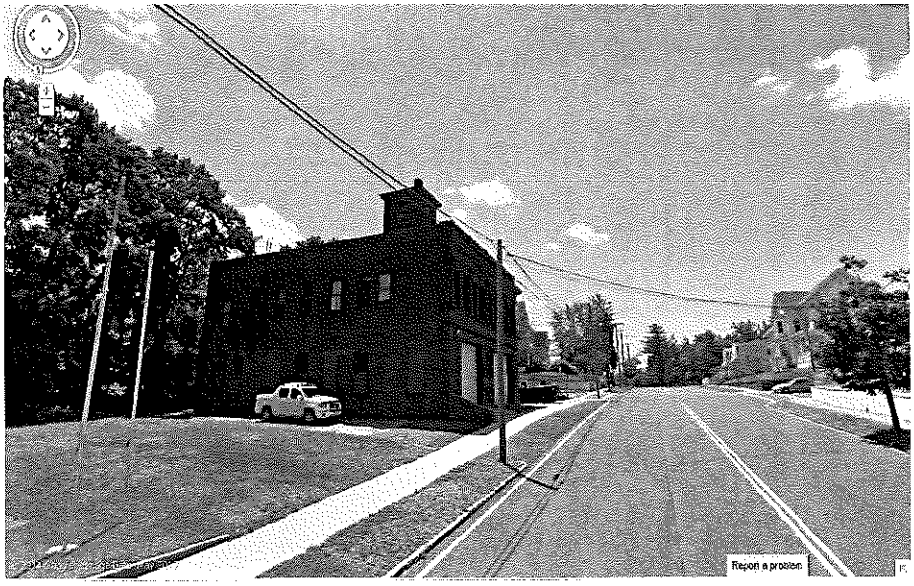
Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

View of Front Oak Street



Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

OAK STREET SIDE VIEW



Attachment: Exhibit B, RFP for East Side Oak Street, Indian Orchard (2735 : Order Declaring Real Property Surplus and Available for

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2736

Order Approving a Tax Incentive Financing Agreement for Freedom Credit Union (Mayor Sarno)

Whereas, the City wishes to encourage the retention of office space and investment, within the City, the retention and creation of job opportunities for City residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to both the retention and creation of jobs, investment and economic development in the City, as outlined in the attached *Tax increment Financing Agreement, By and Between the City and* the Company (see Exhibit A);

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer to apply to the EACC for the revocation of 77 Boylston Street's existing EOA designation and to apply for a new EOA designation, with a term of five years, for 77 Boylston Street, and submit on behalf of the City of Springfield all necessary written municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendants regulations at 402 CMR 2.00;

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City to execute and deliver the *Tax Increment Financing Agreement, By and Between the City of Springfield & the Company*, in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Williams, Ramos, Rooke, Concepcion, Hurst, Fenton
ABSENT:	Zaida Luna, Melvin A. Edwards, Thomas M. Ashe

EXHIBIT A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
Freedom Credit Union

This Agreement is made this _____ day of August, 2014 between the CITY OF SPRINGFIELD, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), and Freedom Credit Union, a corporation, organized under the laws of Massachusetts, with a principal place of business at 1976 Main Street, Springfield, Massachusetts (hereinafter "the "Company.")

WITNESSETH

WHEREAS, Freedom Credit Union intends to acquire and redevelop the usable space within the existing 11,950 square foot building at 77 Boylston Street, Springfield, Massachusetts to expand its operations to 77 Boylston Street in Springfield while retaining its current location at 1976 Main Street, Springfield, MA (hereinafter the "Project"); and

WHEREAS the Project is expected to result in an estimated capital investment of approximately $1,350,000 for the purchase of the property and an additional $850,000 for a total project investment of $2,200,000 improvements and betterments while relocating approximately 16 jobs from Agawam, MA, transferring 26 based Springfield employees, and creating 13 new jobs in Springfield all at the new 77 Boylston Street location for office positions.

WHEREAS the Project site, City Assessor's parcel No. 01720-0022, is located within the boundaries of and ETA created in the City, as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project site is located within the 77 Boylston Street EOA in the City, as that term is used in M.G.L. c. 23A, section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City in expansion of an existing building, reduction of blight, addition of employment in the Metro Center neighborhood, creation of new jobs expected to be filled by City residents, all which are likely to encourage redevelopment and employment in this area; and

WHEREAS, Freedom Credit Union is seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

Attachment: Exhibit A to Order Approving Tax Increment Financing Agreement for Freedom Credit Union (2736 : Order Approving a Tax

WHEREAS, the City is willing to enter into a TIF in return for the acts of the Company of investing in this Project, relocating an existing facility into the city, creating new jobs for city residents, and the resulting expected improvement to the City's economy, tax base, job base, decrease of blight, and encouragement redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City and the Company do mutually agree as follows:

1. This TIF Agreement will take effect upon approval from the Economic Assistance Coordinating Committee in **September 24, 2015.**

2. The City and Freedom Credit Union contingent on approval from the Mayor and Springfield City Council enters into this TIF for the Project.

3. This TIF Agreement shall only apply to space at 77 Boylston Street of which is being utilized by the Company as determined by the City of Springfield Assessor's Department. This agreement shall not apply to space that is being utilized by other tenants and/or other uses in the building.

4. Freedom Credit Union agrees to:

a. redevelop City Assessor Parcel No. 01720-0022 at 77 Boylston Street, Springfield, Mass. (the premises);

b. makes a total capital investment into the Project of approximately $2,200,000 by June, 2015;

c. relocating approximately 16 jobs from Feeding Hills, while creating 13 new jobs in Springfield for office positions. The project will include transferring 26 Springfield base employees to this location.

d. agree to use best efforts to market and recruit new employees in the City of Springfield with priority to residents of the immediate Metro Center Neighborhood and to add to the level of jobs in the area during the effective dates of the TIF;

e. is responsible for payment all real estate taxes assessed on the Premises as provided in this TIF.

4. The City shall grant a TIF exemption to Freedom Credit Union in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:

a. The exemption shall be granted and shall apply only to the new assessed value of the Premises described in the Project (the "Incremental Value") and only to space

Attachment: Exhibit A to Order Approving Tax Increment Financing Agreement for Freedom Credit Union (2736 : Order Approving a Tax

being utilized by the Company, as determined by the City of Springfield Assessors Department.

b. The Incremental Value shall be that value which is in excess of the baseline assessed value of the Premises for Tax Year 2015, as determined by the City of Springfield, Board of Assessors.~~for **Tax Year 2015** is $1,276,000.~~

c. The exemption shall be for a period of five (5) years commencing **July 1, 2015 and ending June 30, 2020.**

d. The exemption shall be calculated for each Tax Year as follows:

(i) The Parties agree that the Base Valuation for this TIF ~~is $1,276,000.~~will be the assessed value for Tax Year 2015, as determined by the City of Springfield, Board of Assessors.

(ii) For **Tax Year 2016** (July 1, 2015– June 30, 2016), 77 Boylston Street shall be assessed at the Base Valuation with **0% taxation** of any Incremental Value.

(iii) For each tax year after Tax Year 2016, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.

(iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 20% for **Tax Year 2017 (July 1, 2016 – June 30, 2017)** and increasing by 20% each year, culminating in 100% taxation of the Incremental Value in **Tax Year 2021** and no further exemption thereafter.

(v) The tax exemption to be applied to the schedule applicable to the Premises is as follows: ~~Assessed value $1,276,000.~~

TAX YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
2015	Base Year	
2016	1	100%
2017	2	80%
2018	3	60%
2019	4	40%
2020	5	20%
2021	Full Value	0%

e. Any exemptions for property taxes realized pursuant to this agreement shall be contingent upon the Company continued occupancy of 77 Boylston Street. Except in the case of a natural disaster or similar circumstance, freedom Credit Union hereby agrees to pay back any property tax benefits realized under this agreement in the

Attachment: Exhibit A to Order Approving Tax Increment Financing Agreement for Freedom Credit Union (2736 : Order Approving a Tax

event that the Company ceases to occupy 77 Boylston Street at any point within a period of ten (10) years after the commencement of this agreement.

5. Upon the failure of the Company to comply with this TIF and to meet all of its obligations contained herein, the City reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

With a copy to

Mayor of City of Springfield
36 Court Street
Springfield, Massachusetts 01103

And a copy to

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

To Freedom Credit Union:

Barry F. Crosby
77 Boylston Street
Springfield, Massachusetts 01101

With a copy to

_____.
_____.
_____.
_____.

Attachment: Exhibit A to Order Approving Tax Increment Financing Agreement for Freedom Credit Union (2736 : Order Approving a Tax

7. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

(1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or

(2) hand delivery to the intended address, or

(3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

(i) in three (3) Business Days after deposit in United States Mail in case of (1) above,

(ii) actual delivery in case of (2) above, and

(iii) the next Business Day in case of (3) above.)

8. A. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

Signed, under seal, by all parties, effective on the last date noted below.

Freedom Credit Union

_____
By: Barry F. Crosby
Title; President & CEO
Date Signed _____

CITY OF SPRINGFIELD

_____
Name: Kevin Kennedy_____
Title: Chief Development Officer
Date Signed _____

Approved as to Appropriation

_____

City Comptroller
Date Signed _____

Approved by the Board of Assessors

_____

_____

_____

Assessors Department
Date Signed _____

Approved as to Form:

_____
Law Department
Date signed _____

Reviewed:

_____
Administrative and Financial Officer
Date Signed _____

Approved:

_____

Freedom Credit Union

DOMENIC J. SARNO, Mayor
Date signed _____

INFORMATIONAL

Freedom Credit Union Project Summary

Project Introduction

Freedom Credit Union was incorporated in Springfield in 1922 and is currently located at 1976 Main Street and is planning to expand its operation by adding a second location at 77 Boylston Street. The property at 77 Boylston Street was purchased on July 31, 2014. The two properties sit next to each other and both properties are in the City's Metro Center neighborhood.

The project will relocate 16 employees from Feeding Hills as well as relocating 26 Springfield based employees to 77 Boylston Street and create 13 new jobs by the first quarter of 2015.

The investment includes $1,350,000 for the purchase of the building and $850,000 in refurbishing 77 Boylston Street. The incentives will enable Freedom Credit Union to expedite the hiring of the additional positions and allow for additional spending on renovations through local contractors. This project will create new tax revenue from the redeveloped square footage, provide new job opportunities and create economic spin-off to area businesses.

Freedom Credit Union since 1922 has been considered a highly regarded credit union with 9 locations through out the region. A 10th location will be added in September, 2014 at **Putnam Vocational High School** where Freedom will train and employ high school students in the banking industry. They have been performing exceptional services with a wide range of products such as competitive home equity loans, mortgages and certificates and IRAs.

Property

Freedom Credit Union will be expanding its corporate headquarters to include 77 Boylston Street; an 11,950 square foot newly acquired building in the Metro Center neighborhood. The property is assessed at $1,276,000 and Freedom Credit Union is purchasing the property for $1,350,000.

Attachment: Informational memo on Freedom Credit Union TIF (2736 : Order Approving a Tax Increment Financing Agreement for Freedom

Freedom Credit Union

Project

The project consists of expanding its operation to include 77 Boylston Street and improving the building's interior usable space. The interior of building will include the complete interior renovation of the 11,950 square foot building. Freedom Credit Union will occupy the entire building. Feeding Hills will lose 16 positions which Springfield will gain and the move will allow for the anticipated growth of an additional 13 new positions in Springfield by the end of the first quarter of 2015 with additional capacity for 23 more in future years.

.Taxes & Tax Increment Financing (TIF)

The property at 77 Boylston Street was assessed at $1,276,000 for FY14. It is important to understand that under a TIF, all taxes get fully paid on existing value. As the TIF Plan only applies to new value, Freedom Credit Union will continue to pay all baseline taxes during the proposed five-year life of the TIF. This amounts to an estimated $49,636.00 each year that will continue to be paid using FY14 values.

The firm is expecting to invest $850,000 in interior improvements and capital equipment. Below is a graph that outlines what the TIF plan will save the company on new growth taxes, as well as what the company will pay in both baseline (existing) taxes as well as the new growth taxes. Please note all numbers are estimates.

The proposed TIF plan would be for five years, and would begin in July, 2015. The schedule of exemption on new growth would be 100%, 80%, 60%, 40%, and 20% before returning to full value in the final year.

FY	Municipal Tax Rate Per Thousand	Baseline Assessed Value	Expected Future Value	Increase in Value	Projected Annual Property Tax Bill for Incremental	TIF/STA Yearly Exemption %	Company savings	New Growth Taxes to be paid	Base Line Value taxes to be paid	Total Taxes to be paid
2015	$38.98	$1,276,000	$1,914,000	$638,000	$24,869	1.00	$24,869	$0.00	$ 49,636.00	$49,636.00
2016	$38.98	$1,276,000	$2,009,700	$733,700	$28,600	0.8	$22,880	$5,719.93	$ 49,636.00	$55,355.93
2017	$38.98	$1,276,000	$2,110,185	$834,185	$32,517	0.6	$19,510	$13,006.61	$ 49,636.00	$62,642.61
2018	$38.98	$1,276,000	$2,215,694	$939,694	$36,629	0.4	$14,652	$21,977.57	$ 49,636.00	$71,613.57
2019	$38.98	$1,276,000	$2,326,479	$1,050,479	$40,948	0.2	$8,190	$32,758.14	$ 49,636.00	$82,394.14
TOTAL							$90,100.11	$73,462.24	$ 248,180.00	$321,642.24

Baseline Value Assessment = $1,276,000 (Please note this is the FY2014 value for sample purposes only)
Baseline Tax Bill = $49,636.00 annually
All future values and tax projections are estimates provided for evaluation purposes and not a commitment of future values.

Attachment: Informational memo on Freedom Credit Union TIF (2736 : Order Approving a Tax Increment Financing Agreement for Freedom

Freedom Credit Union TIF

77 Boylston Street Springfield

Aerial View

Attachment: Informational memo on Freedom Credit Union TIF (2736 : Order Approving a Tax Increment Financing Agreement for Freedom

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2737

CCLC Grant - No Match Required $495,000 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded a 21st Century Community Learning Centers (CCLC) Grant of $495,000.00 from the MA Department of Elementary and Secondary Education's 21st Century Community Learning Centers Program; and

WHEREAS, the purpose of the program is to support the planning and implementation of additional time for learning for students in grades K-12; and

WHEREAS, the Department intends to use the grant funds to fund both afterschool and summer components for the Mary O. Pottenger School. Funding in the amount of $165,000 will be available for each of the next three years for a total of $495,000; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

21st Century Community Learning Centers (CCLC) Grant - $495,000.00

RESULT:	**PASSED BY VOICE VOTE**

Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

MEMORANDUM

TO: Springfield Parks & Recreation

FROM: Karyl Resnick – 21st Century Community Learning Centers Program Coordinator

DATE: August 5, 2014

RE: FY15 21st Century Community Learning Centers Grants (21st CCLC) - Fund Codes 647-B1, 647-A, & 245-A

I am pleased to inform you that the Massachusetts Department of Elementary and Secondary Education has awarded **Springfield Parks & Recreation** the following Fiscal Year 2015 (2014-2015) 21st Century Community Learning Centers (CCLC) Grant(s):

	A. Total Grant Award	**B. Approved Amt Processed for School Yr (9/1/14 - 6/30/15)**	**C. Amt. Requested for Summer 2015 (7/1/15-8/31/15)**	**D. Balance for FY16 Carryover (9/1/15-12/31/15)**
Fund Code (FC) 647-B1 FY15 Supporting Additional Learning Time Grant (ELT or OST)	$165,000	$82,671	$82,329	
FC 647-A FY15 21st CCLC Continuation Grants Fund Code				
FC 647-A Carryover (FY14 intoFY15) *(FY13 FC 647-B1 Sites Only)*				
FC 245-A FY15 Special Ed. Enhancement Continuation Grants				

The approved school year budgets (column B above) will be forwarded to the Grants Management Office to be entered into the grants payment system. The first payment is likely to arrive mid-September. The approved grant programs are authorized to be run between September 1, 2014 and June 30, 2015.

The funds requested for summer use (July 1 - August 31, 2015) will be reviewed and processed during spring 2015. We will be in communication in the spring about summer budgets as well as the process for doing increase and decrease amendments.

If you have any questions please contact me via phone: 781-338-3515 or e-mail: kresnick@doe.mass.edu.

Thank you

Attachment: Award letter-21cclc Memo 15[1]-8-5-14 [Revision 1] (2737 : CCLC Grant - No Match Required $495,000)

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2739

Dispatch Support & Incentive Grant - No Match - $663,261 (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") has been awarded an "FY 2015 State 911 Department Support & Incentive Grant" of $663,261.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, the grant is intended to support the City's dispatch center; and

WHEREAS, the Department intends to use the grant funds to pay for dispatchers' salaries; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

State 911 Support Incentive Grant $663,261

RESULT:	**PASSED BY VOICE VOTE**

C#20141157

FY 2015

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Police Department - Dispatch Dept.	COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS
Legal Address: (W-9, W-4,T&C): 36 Court St Springfield MA 01103	Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780
Contract Manager: Melissa Nazzaro, Dispatch Director	Billing Address (if different):
E-Mail: mnazzaro@springfieldpolice.net	Contract Manager: Marilyn Godfrey
Phone: 413-750-2383 Fax: 413-787-6304	E-Mail: 911DeptGrants@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 508-821-7299 Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CT SUPG RFR/Procurement or Other ID Number: FY2015 SUPG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ Statewide Contract (OSD or an OSD-designated Department)
- __ Collective Purchase (Attach OSD approval, scope, budget)
- X Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
- __ Emergency Contract (Attach justification for emergency, scope, budget)
- __ Contract Employee (Attach Employment Status Form, scope, budget)
- __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.

Enter Amendment Amount: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- __ Amendment to Scope or Budget (Attach updated scope and budget)
- __ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- __ Contract Employee (Attach any updates to scope or budget)
- __ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 663,261

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X__agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2015 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and no obligations have been incurred **prior** to the Effective Date.

__3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Domenic J. Sarno Date: 6/26/13

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Domenic J. Sarno

Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [signature] Date: 7/22/14

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

Attachment: FY15 911 Support & Incentive Grant (2739 : Dispatch Support & Incentive Grant - No Match - $663,261)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911

DEVAL L. PATRICK
Governor

ANDREA J. CABRAL
Secretary of Public Safety and Security

FRANK POZNIAK
Executive Director

July 22, 2014

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2015 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **July 22, 2014** and will run through June 30, 2015. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2015.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2015.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2015 Support and Incentive Grant File

Attachment: FY15 911 Support & Incentive Grant (2739 : Dispatch Support & Incentive Grant - No Match - $663,261)

City of Springfield

ADOPTED

Meeting: 08/18/14 06:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2738

Dispatch Training Grant - No Match - $135,661 (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") has been awarded a " FY2015 State 911 Department Training Grant" of $135,661.00 from the Executive Office of Public Safety and Security; and

WHEREAS, the purpose of this grant is to reimburse for training-related costs associated with the 9-1-1 system. This is a non-supplanting grant; and

WHEREAS, the Department intends to use the grant funds for training and membership fees along with software and lodging expenses related to training; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

FY2015 State 911 Department Training Grant - $135,661.00

RESULT:	**PASSED BY VOICE VOTE**

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Police Department. Dispatch Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4,T&C): 36 Court St Springfield MA 01103	**Business Mailing Address:** 1380 Bay Street, Building C, Taunton, MA 02780
Contract Manager: Melissa Nazzaro	**Billing Address** (if different):
E-Mail: mnazzaro@springfieldpolice.net	**Contract Manager:** Marilyn Godfrey
Phone: 413-750-2383 **Fax:** 413-787-6304	**E-Mail:** 911DeptGrants@state.ma.us
Contractor Vendor Code: VC6000192140	**Phone:** 508-821-7299 **Fax:** 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** CT GRNT **RFR/Procurement or Other ID Number:** FY2015 GRNT

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
X Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date** ***Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ Amendment to Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach any updates to scope or budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ 135,661.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X__agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **For disbursement of funds under the State 911 Department FY2015 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 6/26/2015
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J Sarno
Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: 7/22/14
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Frank Pozniak
Print Title: Executive Director

Attachment: FY15 State 911 Training Grant (2738 : Dispatch Training Grant - No Match - $135,661)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911

DEVAL L. PATRICK
Governor

ANDREA J. CABRAL
Secretary of Public Safety and Security

FRANK POZNIAK
Executive Director

July 22, 2014

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2015 State 911 Department Training Grant and EMD / Regulatory Compliance Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **July 22, 2014** and will run through June 30, 2015. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2015.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2015.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2015 Training Grant and EMD / Regulatory Compliance Grant File

Attachment: FY15 State 911 Training Grant (2738 : Dispatch Training Grant - No Match - $135,661)

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

Meeting: 08/18/14 06:00 PM
Department: City Clerk
Category: General
Prepared By: Wayman Lee
Initiator: Wayman Lee
Sponsors: Mayor Sarno, President - Ward 2 Councilor Fenton
DOC ID: 2734 C

SPECIAL ACT (ID # 2734)

An Act Filling Vacancies in Ward Seats of the City Council or School Committee by Special Election

The Commonwealth of Massachusetts

In the Year Two Thousand Twelve

AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL OR SCHOOL COMMITTEE BY SPECIAL ELECTION

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Section two of chapter three hundred and eight of the Acts of nineteen hundred and ninety-two will have no force and effect upon ward seats of the Springfield City Council or School Committee.

Section 2. Notwithstanding the provisions of section fifty A of chapter forty-three of the general laws or any other general or special law to the contrary, if a vacancy occurs, for any reason, in a ward seat of the city council or school committee more than two hundred and ten (210) days prior to the expiration of that term, the city clerk shall notify the city council or school committee prior to their next respective meetings.

At the first meeting, following notice from the clerk, the city council shall adopt an order calling for a special preliminary election, on a Tuesday, not less than sixty-two and not more than seventy-six days after the adoption of such order and a special election, on a Tuesday, not more than forty-five days after the preliminary election. The special election shall be conducted consistent with the Charter of the City of Springfield.

If the number of candidates, certified by the elections office, is less than double the number plus one of the vacant seats then the Board of Election Commissioners shall cancel the preliminary election.

The ward seat shall remain vacant until such time as it has been filled by election. If the vacancy shall occur less than 210 days prior to the expiration of the term of that seat, but at least ten days before the regularly scheduled general election to fill that seat, the candidates in that general election shall be notified by the Election Commission of the vacancy.

Section 3. Notwithstanding any general or special law to the contrary, the election commission of the city of Springfield may hold a special election to ascertain the will of the residents of Springfield, with concurrent polling hours as the state election. The election commission shall cause the following question to be placed on the ballot at the special election to be held on November 4, 2014.

THIS QUESTION IS BINDING.

Shall vacancies in ward seats of the city council and the school committee of the city of Springfield be filled by special election?"

Section 4. If a majority of the voters casting a ballot on the question in section 2 vote in the affirmative, section 1 shall take effect on January 1, 2015.

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts In the General Court Assembled.

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, respectfully in

the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled "**AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL OR SCHOOL COMMITTEE BY SPECIAL ELECTION**", in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

_____

Domenic J. Sarno, Mayor

City of Springfield
36 Court Street
Springfield, MA 01103

RESULT:	**ADOPTED [10 TO 1]**
MOVER:	Michael A. Fenton, President - Ward 2 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Allen, Twiggs, Shea, Walsh, Edwards, Rooke, Concepcion, Hurst, Ashe, Fenton
NAYS:	Bud L. Williams
ABSENT:	Zaida Luna
RECUSED:	Orlando Ramos