

RESOLUTION NO. 2022-048

A RESOLUTION AUTHORIZING PURSUANT TO O.R.C. 505.267  
A LEASE-PURCHASE AGREEMENT WITH KS STATEBANK

RECITALS

1. WHEREAS, the Board of Trustees (the "Board") of Franklin Township, Franklin County, Ohio (the "Township") believes that there is a need for one 2022 KOBELCO SK555RX-6E MINI EXCAVATOR, SN: PS05060334, and one 2021 CRONKHITE 2960EWA TRAILER, VIN: 473BF2325M1000526 (the "Equipment");
2. WHEREAS, pursuant to the requirements of O.R.C. 505.267, the Board desires to enter into a Lease-Purchase Agreement with KS Statebank regarding the Equipment; and
3. WHEREAS, the Board believes that it is in the best interest of the Township and its residents to enter into the Lease-Purchase Agreement on file with the Township for the Equipment.

RESOLUTION

NOW THEREFORE, upon motion of Ralph Horn, seconded by John Fleshman, BE IT RESOLVED that the Board of Township Trustees of Franklin Township, Franklin County, Ohio, that the following Resolutions be and hereby are adopted:

A. RESOLVED, that the Board hereby adopts, approves, and authorizes the execution of the form Lease-Purchase Agreement, related Exhibits, and other corresponding documents (hereinafter collectively referred to as the Agreement) on file with the Township, together with such changes therein and amendments thereto that are not inconsistent with this Resolution and not adverse to the Township and which shall be approved by two trustees of the Board, with the approval and adoption of said Agreement, being evidenced as effective upon two trustees' execution of said Agreement.

B. BE IT FURTHER RESOLVED, that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

C. BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Adopted: 4/7/22

Attest: Nicholas Dunn  
Nicholas Dunn, Fiscal Officer

BOARD OF TOWNSHIP TRUSTEES  
FRANKLIN TOWNSHIP  
FRANKLIN COUNTY, OHIO

John Fleshman  
John Fleshman, Township Trustee  
Ralph Horn  
Ralph Horn, Township Trustee

James Leezer  
James Leezer, Township Trustee

**CERTIFICATE OF AVAILABLE FUNDS**

The undersigned, Fiscal Officer of Franklin Township, Franklin County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Franklin Township, Franklin County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.



\_\_\_\_\_  
Fiscal Officer  
Franklin Township, Franklin County, Ohio

Dated: April 7, 2022

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**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022**

**WHEREAS**, the (Franklin Township, Franklin County) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29 **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

Ralph Kern (Authorized Signature) 4/1/22 Approval Date  
[Signature] (Authorized Signature) 4/7-22 Approval Date  
\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN APRIL 29, 2022.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT AN ELECTRONIC VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of March 10, 2022, between KS StateBank (Obligee) and Franklin Township, Franklin County, Ohio (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2022 Kobelco SK55SRX-6E Mini Excavator, SN: PS05060334, and One (1) 2021 Cronkhite 2960EWA Trailer, VIN: 473BF2325M1000526

Physical Address of Equipment after Delivery : 2193 Frank Rd., Columbus, OH 43223

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.


Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.


Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below

Franklin Township, Franklin County, Ohio

KS StateBank

  
Signature of Township Trustee

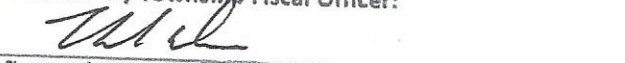
RALPH HORN  
Printed Name

  
Signature of Township Trustee

Printed Name

Signature  
Jaymie Paavola-Luckert, Vice President  
Printed Name and Title

Attested By Township Fiscal Officer:

  
Signature of Township Fiscal Officer

Nick Dunn, Fiscal Officer  
Printed Name



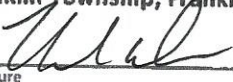
**EXHIBIT B**  
**PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of March 10, 2022, between KS StateBank (Obligee) and Franklin Township, Franklin County, Ohio (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$82,844.52
Total Number of Payments:	Three (3)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$28,332.03	\$0.00	\$28,332.03	\$54,751.43
2	10-Mar-23	\$28,332.03	\$1,428.22	\$26,903.81	\$27,689.63
3	10-Mar-24	\$28,332.03	\$723.35	\$27,608.68	\$0.00

Franklin Township, Franklin County, Ohio



Signature

Nick Dunn, Fiscal Officer

Printed Name and Title

\*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

EXHIBIT C

FISCAL OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of March 10, 2022, between KS StateBank (Obligee) and Franklin Township, Franklin County, Ohio (Obligor)

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1. The undersigned as the fiscal officer of Franklin Township, Franklin County, Ohio, the "Obligor," hereby certifies that the money required for the payment of the obligations of the Obligor under Exhibit B to Government Obligation Contract, dated March 10, 2022 have been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. § 5705.41.
  
2. Furthermore, the undersigned as the fiscal officer hereby certifies that it specifically authorizes and approves of Obligee, or its assignee, selling or assigning fractionalized interests in the Contract referenced above, pursuant to O.R.C. 9.94.

Franklin Township, Franklin County, Ohio

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Signature of Fiscal Officer

Nick Dunn, Fiscal Officer

\_\_\_\_\_  
Printed Name and Title