REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JANUARY 7, 2020
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION HONORING – WILLIAM H. PITSENBARGER

OATH OF OFFICE
FIRST WARD COMMISSIONER – THOMAS FOGT

OATH OF OFFICE
SECOND WARD COMMISSIONER – CYNTHIA PEARSON

OATH OF OFFICE
FIFTH WARD COMMISSIONER – KATHRYN B. HINDS

OATH OF OFFICE
MAYOR -

OATH OF OFFICE
VICE MAYOR

RESIDENCE PRIDE AWARDS-HOLIDAY LIGHT DISPLAYS
Hartzell Propeller Inc. 1 Propeller Way
William & Joetta Didier 208 Ford Drive
Daniel & Vickie Pierre 2104 Fawn Court
The Smith Family 1244 Broadway Street
Randall & Jennifer Breaden 620 Caldwell Street

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the December 17, 2019 Regular Piqua City Commission Meeting

2. RES. NO. R-1-20
   A Resolution appointing a member to the Piqua Energy Board

3. RES. NO. R-2-20
   A Resolution appointing a member to the Piqua Energy Board

4. RES. NO. R-3-20
   A Resolution appointing a member to the Grow Piqua Now Board

5. RES. NO. R-4-20
   A Resolution appointing a member to the Miami County Council
6. RES. NO. R-5-20
   A Resolution appointing a member to the Miami Valley Regional Planning Commission

7. RES. NO. R-6-20
   A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

8. RES. NO. R-7-20
   A Resolution appointing a member to the Governing Board of the Piqua Improvement Corporation

NEW BUSINESS

9. ORD. NO. 1-20 (1st Reading)
   An Ordinance declaring the improvement of certain real property located in the City of Piqua, Ohio to be a public purpose; declaring such property to be exempt from real property taxation; designating public infrastructure improvement to be made that will benefit such property; requiring annual service payments in lieu of taxes; authorizing the execution of a Tax Increment Financing Agreement; and establishing a Municipal Public Improvement Tax Increment Equivalent Fund

10. RES. NO. R-8-20
    A Resolution requesting authorization to enter into Jobs and Commerce Economic Development Agreement between the State of Ohio Department of Transportation and City of Piqua for the extension of Scarbrough Drive

11. RES. NO. R-9-20
    A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the 2020 year

12. RES. NO. R-10-20
    A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the resurfacing of Covington Avenue (U.S. Route 36) between R.M. Davis Parkway and Sunset Drive

13. RES. NO. R-11-20
    A Resolution authorizing the City Manager to continue to contract with Frank J. Patrizio as Law Director and McCulloch, Felger, Fite and Gutmann Co., L.P.A. as Legal Counsel for the City of Piqua

PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission regarding agenda items, issues, or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager’s office.)

CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
PIQUA CITY COMMISSION
MINUTES
Tuesday, December 17, 2019
6:00 P.M.

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order.

Roll Call as follows: Present: Mayor Hinds, Commissioner Lee, Commissioner Grissom, Commissioner Martin, and Commissioner Vogt.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the December 3, 2019 Regular City Commission Meeting

Commissioner Martin moved for the approval of the Consent Agenda; motion was seconded by Commissioner Vogt

Motion was carried unanimously, and Mayor Hinds declared the Consent Agenda approved.

OLD BUSINESS:

ORD. NO. 7-19 3rd Reading - Amended
An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2020

This is the third reading and Cynthia Holtzapple, Assistant City Manager, Finance Director presented the staff report.

Mayor Hinds noted that this is an amended ordinance and that a vote was needed to accept the amendment. Commissioner Lee moved for acceptance of the amendment, motion was seconded by Commissioner Vogt. Motion was carried unanimously and Mayor Hinds declared the Amended Ordinance accepted.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt ORD NO. 7-19; motion seconded by Commissioner Lee, motion was carried unanimously and Mayor Hinds declared ORD. NO. 7-19 passed.

ORD. NO. 8-19 3rd Reading
An Ordinance repealing existing Chapter 33.04 and 33.08 and enacting a new Chapter 33.04 and 33.08 of the Piqua Code, relating to Employee Vacation and Employee Insurance.

This is the third reading and Catherine M. Bogan, Human Resources Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt ORD NO. 8-19; motion seconded by Commissioner Lee, motion was carried unanimously and Mayor Hinds declared ORD. NO. 8-19 passed.
NEW BUSINESS

ORD. NO. 9-19 (1st Reading)
An Emergency amended Ordinance to make Appropriations for the City of Piqua, Ohio for the year 2019

Motion to waive the 3 reading rule was made by Commissioner Martin, seconded by Commissioner Vogt.

Motion carried unanimously and Mayor Hinds declared the waiving of the three reading rule for ORD. NO. 9-19 passed.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Vogt to adopt ORD NO. 9-19; motion seconded by Commissioner Martin, motion was carried unanimously and Mayor Hinds declared ORD. NO. 9-19 passed.

ORD. NO. 10-19 (1st Reading)
An Emergency Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

Motion to waive the 3 reading rule was made by Commissioner Lee, seconded by Commissioner Grissom.

Motion carried unanimously and Mayor Hinds declared the waiving of the three reading rule for ORD. NO. 10-19 passed.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Vogt to adopt ORD NO. 10-19; motion seconded by Commissioner Lee, motion was carried unanimously and Mayor Hinds declared ORD NO. 10-19 passed.

RES. NO. R-94-19
A Resolution authorizing the City Manager to continue City Membership in American Municipal Power, Inc.

Ed Krieger, Power Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Lee questioned how much were these fees, possibly in excess of $50,000?

Mr. Krieger responded that the legislation is up to $75,000.

Commissioner Grissom asked if that is what it was last year.

Mr. Krieger responded it was in the neighborhood of $72,500. It is based on projected sales to customers.

Mayor Hinds asked for any questions or comments from the Public.

Cindy Vogt (non-Piqua area resident) questioned where the figures are for the estimation of the usage.
City Manager Huff replied that we have a set standard that we use for membership. Mr. Krieger reiterated that the rate was based on projected sales from the last five years.

Joe Drapp, 1366 Park Avenue commented in support of membership in the organization since virtually all of our power comes through our association with AMP.

Motion was made by Commissioner Martin to adopt RES NO. 94-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 94-19 passed.

RES. NO. R-95-19
A Resolution authorizing the City Purchasing Agent to purchase #2 Fuel Oil on the open and spot market

Ed Krieger, Power Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Grissom asked if there was any alternative?

Mr. Krieger responded in buying fuel for these units that we have never been able to find a vendor that will lock in any rate for a long period of time.

Commissioner Lee asked for confirmation that the two vendors are Mansfield and Schafer Oil.

Mr. Krieger responded that was correct.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 95-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 95-19 passed.

RES. NO. R-96-19
A Resolution retaining the services of SSOE Group to provide professional consulting and engineering services for the Power System

Ed Krieger, Power Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Grissom to adopt RES NO. 96-19; motion seconded by Commissioner Martin, motion was carried unanimously and Mayor Hinds declared RES NO. 96-19 passed.

RES. NO. R-97-19
A Resolution authorizing a purchase order to Miami Valley Risk Management Association for the purchase of Insurance

Catherine M. Bogan, Human Resources Director presented the staff report.

City Manager Huff stated that typically after they close out a year the City gets a pretty large refund because of the safety measures that the City takes.
Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Lee asked if there were any increases from the previous year

Ms. Bogan responded that there is about a 3% increase due to the addition of the city of Fairfield to the plan.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 97-19; motion seconded by Commissioner Lee, motion was carried unanimously and Mayor Hinds declared RES NO. 97-19 passed.

RES. NO. R-98-19
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2019

Cynthia Holtzapple, Finance Director presented the staff report.

Mayor Hinds stated that the Auditor tells us we have to do this to which Ms. Holtzapple confirmed yes.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Martin inquired if this would get us all the way to the end of 2019. Ms. Holtzapple confirmed with a yes.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Vogt to adopt RES NO. 98-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 98-19 passed.

RES. NO. R-99-19
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2020.

Cynthia Holtzapple, Finance Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt RES NO. 99-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 99-19 passed.

RES. NO. R-100-19
A Resolution authorizing temporary loan of cash from the General Fund to the other funds for the Fiscal Year 2019

Cynthia Holtzapple, Finance Director presented the staff report.

Commissioner Lee inquired as to what program this money was loaned to. Ms. Holtzapple replied that this money is for CDB grants, or anything the fire department or the police department may anticipate. Money is reimbursed to these funds.
Commissioner Grissom inquired as to whether the money loaned for grants is already secured. Ms. Holtzapple responded yes.

Mayor Hinds asked for any further questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 100-19; motion seconded by Commissioner Vogt, motion was carried unanimously and **Mayor Hinds declared** RES NO. 100-19 **passed**.

**RES. NO. R-101-19**
A Resolution authorizing temporary loan of cash from the General Fund to the other funds for the Fiscal Year 2020

Cynthia Holtzapple, Finance Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt RES NO. 101-19; motion seconded by Commissioner Grissom, motion was carried unanimously and **Mayor Hinds declared** RES NO. 101-19 **passed**.

**RES. NO. R-102-19**
A Resolution of Intent to replate several lots north of Wood Street, vacate public right-of-way and dedicate new public right-of-way

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 102-19; motion seconded by Commissioner Vogt, motion was carried unanimously and **Mayor Hinds declared** RES NO. 102-19 **passed**.

**RES. NO. R-103-19**
A Resolution authorizing the sale of City owned real estate located at 111 S. Main Street

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public.

Bill Jaqua, 607 N. Sunset Drive stated that he would like the resolutions explained in more detail to the citizens of Piqua with regard to what is the value, how much we paid for the properties and how much we are selling them for. Mr. Jaqua also asked that we explain what the Piqua Improvement Corp is. There is confusion that the boards overlap and are transferring land between themselves.
Joe Drapp, 1366 Park Avenue stated that the transaction amount with regard to the Mo’s building was a private transaction between himself and the City of Piqua.

City Manager Huff asked Mr. Schmiesing to summarize these projects.

Mr. Schmiesing replied that the City was working on the downtown revitalization project five years ago and identified properties they would need for the development of the area. As those properties became available the city acquired the properties to secure control of the properties until the time that development was imminent. Plan visions are becoming “bricks and mortar” and projects are coming to fruition. City acquires the property to provide to developers.

Motion was made by Commissioner Martin to adopt RES NO. 103-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 103-19 passed.

RES. NO. R-104-19
A Resolution authorizing the sale of City owned real estate located at 120 S. Main Street

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt RES NO. 104-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 104-19 passed.

RES. NO. R-105-19
A Resolution authorizing the sale of City owned real estate located at 201 Spring Street

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Grissom inquired if we get any insight as to what type of apartments/quality of the town homes will be?

Mr. Schmiesing replied that the developer would provide a letter of intent describing project to be sure it is consistent with the needs of the city. Checks and balances are in place.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 105-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 105-19 passed.

RES. NO. R-106-19
A Resolution authorizing the sale of City owned real estate located at 212 E. Water Street

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission
Commissioner Lee inquired as to the number of apartments, and the estimated affordability for each apartment.
Mr. Schmiesing replied 7 to 8 depending on the footprint and floor plan. The developer is working through the proforma and working with realtors in the community to understand market conditions and market interest in relation to cost point. No specific answer at this time.

Commissioner Grissom inquired about the properties where the city is being made whole by the investor, asking if there is an opportunity for profit gain for future reinvestments in that area.

Mr. Schmiesing stated that there is an opportunity for PIC to realize a small amount of revenue but the end goal is to induce the redevelopment. We need to be working to make sure we get the right types of products.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt RES NO. 106-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 106-19 passed.

RES. NO. R-107-19
A Resolution authorizing an amendment to Zoning Map to assign the zoning designation of parcel M40-057815to OS (Open Space) upon annexation of the property

Chris Schmiesing, Community and Economic Development Director presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission

Commissioner Grissom asked if the annexation would provide any benefits for the City.

Mr. Schmiesing replied that we would have the upper hand in terms of future development

Ed Krieger stated that this is interconnected to our electrical system which is located in the City and it is important to get that property into the City as well.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt RES NO. 107-19; motion seconded by Commissioner Vogt, motion was carried unanimously and Mayor Hinds declared RES NO. 107-19 passed.

RES. NO. R-108-19
A Resolution authorizing the City Manager to execute an agreement with the Trustees of Springcreek Township to furnish Emergency Ambulance Service and Fire Protection

Brett Pohlcschneider, Fire Chief presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt RES NO. 108-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 108-19 passed.

RES. NO. R-109-19
A Resolution authorizing the City Manager to execute an agreement with the Trustees of Washington Township to furnish Emergency Ambulance Service and Fire Protection
Brett Pohlschneider, Fire Chief presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public.

Dan French, 1127 N. Sunset Drive, inquired as to how the previous contracts worked out for the city cost-wise, did we go over and cost the City more money, did we make money, how do you price something like this?

City Manager Huff responded that the previous contract was for ten years. With the three year contract the City is doing a lot more study to obtain a very detailed study to determine costs.

Motion was made by Commissioner Martin to adopt RES NO. 109-19; motion seconded by Commissioner Grissom, motion was carried unanimously and Mayor Hinds declared RES NO. 109-19 passed.

PUBLIC COMMENT

Joe Drapp – spoke with regard to the Lamp Post building at 120 S. Main Street, and inquired about tax credits for the Zollinger project

Bill Jaqua – spoke with regard to the tax increases for streets, street conditions, comparative tax rates with Troy and Sidney and asked for an explanation as to why the rate is what it is. Mr. Jaqua also commented on the economic development research results (growth) over the last 8 years and the amount of good paying jobs in Piqua. Mr. Jaqua also commented on Dan French’s previous statement with regard to Piqua not needing 1,000 new jobs.

Dan French, 1127 N. Sunset Drive clarified that he had been misquoted by Mr. Jaqua. Mr. French clarified that his point about 1,000 jobs was that cities that have a single employer with that many jobs may cripple a city in the event of job cut-backs or closures.

Joe Wilson, 211 W. Greene Street expressed his thanks to Bill Vogt and John Martin and for their willingness to vote their conscience.

CITY MANAGER’S REPORT

City Manager Huff reported that the city offices would be closed December 24, December 25, 2019 and January 1, 2020 in observation of the holidays and that the first meeting in January (January 7th) will begin at 7:30 p.m. as required by the City Charter. City Manager Huff also expressed his appreciation and sincere gratitude for Commissioner Vogt and Commissioner Martin service to the City and their confidence in him.

COMMISSIONERS’ COMMENTS

Commissioner Lee expressed thanks to Commissioner Vogt and Commissioner Martin for their years of service and dedication to the City. Commissioner Lee also inquired as to when the economic development plan will be revised.

City Manager Huff stated that we usually try to look at those at least every five years. It is coming up and we will have some discussion this year. Commissioner Lee stated that for citizens that would like to have an input on development plans, that this would be the time.

Commissioner Lee made positive comments with regard to the Riverfront project. Commissioner Lee also inquired about the bird droppings issue. City Manager Huff stated that the issue is with the dense foliage of the pear trees and for a couple weeks throughout the year the birds come into the trees. He
stated the city has trimmed the trees this fall and has started power washing the bird droppings from the buildings.

Commissioner Lee also inquired about the street signs being changed. City Manager Huff stated that the signs would be changed from green to white over the winter.

Commissioner Lee wished a Merry Christmas and happy holidays to the citizens.

Commissioner Grissom expressed his thanks to Commissioner Vogt and Commissioner Martin for welcoming him onto the council and appreciated their help and support. Happy holidays and Merry Christmas.

Commissioner Vogt stated that it has been 16 years and it has had his challenges but for the most part he has enjoyed it, that he feels he has helped get things done and has helped his city and his area. He has been pleased with the cooperation among the commissioners, good luck to the incoming commissioners, happy holidays and be safe.

Commissioner Martin inquired as to the increase of the city debt and asked for an explanation.

Cindy Holtzapple responded that the two areas where the city holds debt are utility funds, the first one being the water fund. The city had to invest heavily in the opening of the new water plant by borrowing through the OWDA at zero to low interest rates. The second area is wastewater and we have been going through a three year upgrade to our wastewater facility that is estimated to be completed early next year, again with a very low to zero percentage interest rate with parts of the loan being forgiven. Both major infrastructure projects were required by the EPA to meet compliance requirements and to maintain operation of the water and wastewater facility.

Commissioner Martin then commented that it has been 12 years and that he has been overall happy with where the city is now compared to when he started and he is proud of the work that has been accomplished.

Mayor Hinds expressed thanks to Commissioner Vogt and Commissioner Martin and stated that the commission makes the decisions the best that they can with the information that they have to try to make the city the best it can be. Mayor Hinds then offered her blessing for what comes next and wished everyone happy holidays and wonderful New Year. Be safe and enjoy some time with family and friends.

**ADJOURNMENT**

Motion made by Commissioner Vogt to adjourn from the Regular City Commission Meeting at 7:00 p.m. motion seconded by Commissioner Martin, motion carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________

KAREN S. JENKINS
CLERK OF COMMISSION
RESOLUTION NO. R-1-20

A RESOLUTION APPOINTING A MEMBER
TO THE PIQUA ENERGY BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Thomas Fogt is hereby appointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2021 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

__________________________
MAYOR

PASSED: ___________________

ATTEST: ____________________
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________________
Commissioner Thomas Fogt ____________________
Commissioner Cindy Pearson ____________________
Commissioner Kris Lee ____________________
Commissioner Chris Crissom ____________________
RESOLUTION NO. R-2-20

A RESOLUTION APPOINTING A MEMBER
TO THE PIQUA ENERGY BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Chris Grissom is hereby appointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2021 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

, MAYOR

PASSED: ______________________

ATTEST: ______________________

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________ seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________________
Commissioner Thomas Fogt ____________________
Commissioner Cindy Pearson ____________________
Commissioner Kris Lee ____________________
Commissioner Chris Grissom ____________________
RESOLUTION NO. R-3-20

A RESOLUTION APPOINTING A MEMBER TO
THE GROW PIQUA NOW BOARD

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Cindy Pearson is hereby appointed as a member of the Grow Piqua Now Board for a term of (3) years to expire on December 31, 2022, or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and the earliest period allowed by law.

_________________________  MAYOR

PASSED: ____________________

ATTEST:  
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________ seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  ____________________

Commissioner Thomas Fogt  ____________________

Commissioner Cindy Pearson  ____________________

Commissioner Kris Lee  ____________________

Commissioner Chris Grissom  ____________________
RESOLUTION NO. R-4-20

A RESOLUTION APPOINTING A MEMBER TO THE
MIAMI COUNTY COUNCIL

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Commissioner Kris Lee is hereby appointed as a member of the Miami County Council for a term of two (2) years to expire on December 31, 2021, or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

________________________________________, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________ seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________________
Commissioner Thomas Fogt ____________________
Commissioner Cindy Pearson ____________________
Commissioner Kris Lee ____________________
Commissioner Chris Grissom ____________________
RESOLUTION NO. R-5-20

A RESOLUTION APPOINTING A MEMBER TO THE
MIAMI VALLEY REGIONAL PLANNING COMMISSION

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Kathryn B. Hinds is hereby appointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2021 or until her successor is confirmed and qualified.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

____________________, MAYOR

PASSED:

ATTEST:
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____________ seconded by ________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds _______________
Commissioner Thomas Fogt _______________
Commissioner Cindy Pearson _______________
Commissioner Kris Lee _______________
Commissioner Chris Grissom _______________
RESOLUTION NO. R-6-20

A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Chris Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2021 or until his successor is confirmed and qualified.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

__________________________________________, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________________ seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________________________
Commissioner Thomas Fogt ____________________________
Commissioner Cindy Pearson ____________________________
Commissioner Kris Lee ____________________________
Commissioner Chris Grissom ____________________________
RESOLUTION NO. R-7-20

A RESOLUTION APPOINTING A MEMBER TO
THE GOVERNING BOARD OF THE PIQUA IMPROVEMENT
CORPORATION

WHEREAS, by Resolution No. C-6538, passed September 5, 1979, this
Commission nominated the elected or appointed officials of the City to sit on the
Governing Board of the Piqua Improvement Corporation; and

WHEREAS, a vacancy now exists on said Governing Board; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of
Piqua, Miami County, Ohio, the majority of all members elected thereto concurring,
that:

SEC. 1: Cindy Pearson is hereby appointed as one of the City officials
authorized for appointment to the Governing Board of the Piqua Improvement
Corporation.

SEC. 2: This Resolution shall take effect and be in force from and the
earliest period allowed by law.

__________________________, MAYOR

PASSED: ______________________

ATTEST: ______________________
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________________
Commissioner Thomas Fogt ____________________
Commissioner Cindy Pearson ____________________
Commissioner Kris Lee ____________________
Commissioner Chris Grissom ____________________
ORDINANCE NO. 1-20

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF PIQUA, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND

WHEREAS, the development of commercial properties in the City of Piqua, Ohio (the "City") will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and (vi) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the current owner of a certain parcel of real property located in the City (the "Owner," and including any future owners of said real property, the "Owners"), as further described in EXHIBIT B attached hereto and made a part hereof (the "Site," with the parcel comprising the Site, as currently existing on the Miami County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as the "Parcel") wishes to construct or cause to be constructed certain new commercial improvements including, but not limited to an expansion of the existing facility located on the Parcel; and

WHEREAS, the development of the Site will benefit the City and its residents by creating economic opportunities, enlarging the property tax base, stimulating collateral development in the City; and

WHEREAS, the City desires to grant a seventy-five percent (75%) exemption from real property taxation for a period of ten (10) years for the improvement to the Site; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to require the Owner(s) to make service payments in lieu of taxes with respect to the Improvement (as defined herein) pursuant to Ohio Revised Code Section 5709.42; and

WHEREAS, the City desires to facilitate the construction of the public infrastructure improvements described in EXHIBIT A, attached hereto and incorporated herein by this reference (the "Public Infrastructure Improvements"); and

WHEREAS, this Commission has determined to provide for the execution and delivery of a Tax Increment Financing Agreement (the "Tax Increment Financing Agreement") with [INNER COMPASS OHIO LLC, dba IDC SPRING, a Minnesota corporation (the "Developer")], which is attached hereto and
incorporated herein by this reference, in order to provide for the funding of certain Public Infrastructure Improvements, consisting generally of the construction, improvement, and lengthening of Scarborough Drive in the City with related curb, lighting and landscaping improvements; the construction and extension of water and wastewater lines; and related improvements and, to the extent that funds are available, additional Public Infrastructure Improvements that directly benefit the Site, all as further provided in the Tax Increment Financing Agreement; and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to the Boards of Education of the Piqua City School District (the "School District") and the Upper Valley Career Center (the "Joint Vocational School District") in accordance with the requirements of O.R.C. Section 5709.83;

NOW, THEREFORE, BE IT ORDKAINED BY THE COMMISSION OF THE CITY OF PIQUA, OHIO

THAT:

Section 1. It is hereby declared that seventy-five percent (75%) of the increase in the assessed value of the Parcel subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing with the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40, 5709.42 and 5709.43 of the O.R.C. (the "TIF Statutes") and this Ordinance (the "TIF Exemption") (the 75% portion of the Improvement that is exempt for each Parcel shall be hereinafter referred to as the "Exempted Portion of the Improvement").

Section 2. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of each parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Miami County Treasurer (the "County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the county budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

Section 3. This Commission hereby approves the Tax Increment Financing Agreement with the Developer and authorizes the City Manager to execute, deliver, and perform the Tax Increment Financing Agreement, substantially in the form now on file with this Commission, with such modifications to the form of the Tax Increment Financing Agreement as shall be approved by the City Manager, shall not be materially adverse to the City, and not inconsistent with this Ordinance, all of which shall be conclusively evidenced by the City Manager's signature on the Tax Increment Financing Agreement.

Section 4. There is hereby established within the City treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund") into which shall be deposited service payments in lieu of taxes received from the Owners and distributed to the City by the County Treasurer, and hereby appropriates all of the moneys deposited in the Tax Increment Fund from time to
time to pay any costs associated with the Public Infrastructure Improvements approved by the City, including, but not limited to, the "costs of permanent improvements" described in R.C. Section 133.15(B).

The Tax Increment Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with R.C. Section 5709.43(D). Upon dissolution, any incidental surplus money remaining in the Fund shall be transferred to the City's general fund as provided in R.C. Section 5709.43(D).

Section 5. This Commission hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and Joint Vocational School District in accordance with O.R.C. 5709.83, and hereby ratifies the giving of that notice.

Section 6. The City has created a Tax Incentive Review Council with the membership of that Council constituted in accordance with Ohio Revised Code Section 5709.85. That Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

Section 7. The City Manager is hereby directed to deliver, not later than 15 days after the effective date of this Ordinance, a copy thereof to the Director of the Development Services Agency of the State of Ohio and to further deliver to such Director, not later than March 31 of each year during which the tax exemption remains in effect, a status report outlining the progress of the project herein described.

Section 8. The City Manager is hereby authorized to take all actions, including the execution of any instruments or certificates and any additional documents or amendments, necessary to establish the TIF Exemption, to carry out the purposes of this Ordinance and the Tax Increment Financing Agreement, to implement and administer the Tax Increment Fund, and not substantially inconsistent with this Ordinance.

Section 9. It is hereby found and determined that all formal actions of this Commission concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Commission, and that all deliberations of this Commission 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 O.R.C.

1st Reading: 
2nd Reading: 
3rd Reading: , MAYOR

PASSED: 

ATTEST: 
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by
seconded by and on roll call the following vote ensued:

Mayor Kathryn Hinds Commissioner Kris Lee
Commissioner Cindy Pearson Commissioner Chris Grissom
Commissioner Thomas Fogt
EXHIBIT A

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements that shall directly benefit all or a portion of the Site, include any and all "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), and any and all "costs of permanent improvements," as that term is defined in R.C. Section 133.15(B), including, but not limited to, payment of debt service payments on obligations issued to finance the costs of the Public Infrastructure Improvements. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

1. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore, and the continued maintenance of those improvements.

2. Constructing and reconstructing public fountains, public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto.

3. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, and the continued maintenance of those improvements.

4. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing.

5. Constructing and installing communications service facilities, including but not limited to cable and broadband service infrastructure improvements.

6. Stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety, and welfare.

7. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service (including fiber optics), including aid to construction fees for gas, aid to construction fees for electric, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes, with related site improvements and appurtenances thereto.

8. Acquisition and development of property, including acquisition in aid of industry, commerce, distribution, or research, demolition of blighted, dilapidated, or functionally obsolete structures for redevelopment opportunities, including demolition on private property when determined to be necessary for economic development purposes.

9. Enhancement of public waterways through improvements that allow for greater public access.

10. Environmental studies and remediation.

11. Acquiring real estate or interests in real estate, including related right-of-ways, necessary to accomplish the improvements enumerated in clauses 1 through 9.
12. Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the service payments in lieu of taxes, including but not limited to engineering, architectural, legal, and other consulting and professional services.

13. All inspection fees and other governmental fees related to the foregoing.

14. Any other costs of public infrastructure improvements as permitted by law.
EXHIBIT B

DESCRIPTION OF THE SITE

Parcel # N44-074315 as shown on the records of the Auditor for the County of Miami, Ohio and generally known as 9200 N Country Club Road, Piqua, Ohio 45356
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td><strong>AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF PIQUA, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND</strong></td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director</td>
</tr>
<tr>
<td></td>
<td>Development Department</td>
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<tr>
<td>AGENDA CLASSIFICATION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☑Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑City Manager</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td><strong>IDC Spring is constructing a $2.3 MM building improvement that will benefit its operations and also provide local economic benefits. In support of the building improvement project the City of Piqua will finance and construct street improvements that will extend Scarbrough Drive the length of the subject property frontage. Doing so will accommodate the building improvement project and provide access to 10 acres of land available for industrial development activity.</strong></td>
</tr>
<tr>
<td>(Description, background, justification)</td>
<td>The street improvements will be paid for through a State of Ohio Jobs and Commerce Grant and Tax Increment Financing (TIF). These funding sources will reimburse local fund sources that will be used to finance the construction of the street improvements. Jobs and Commerce has provided the subject grant in recognition of the job creation and future development opportunity the project represents. Likewise, a TIF is commonly used by local governments to fund public infrastructure projects that support economic development activity. A TIF does not increase or decrease the property tax obligations of the property owner or change anything about the way the tax payments are collected; rather, it simply redirects the increase in tax dollars being collected due to the increase in valuation of the property that occurs as a result of the property improvements. The mechanism for redirecting the increase in the valuation of a property as a result of certain improvements is referred to as a TIF (Tax Increment Financing).</td>
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<td></td>
<td>IDC Spring is not seeking any other form of financial assistance or tax abatement from the City of Piqua for this project.</td>
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</table>
| **BUDGET/FINANCIAL IMPACT**  
(Project costs and funding sources) | Budgeted $: | $35,140 Professional Services; $228,250 Construction; $25,000 Resurfacing |
<table>
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<tr>
<td>Expenditure $:</td>
<td>$288,390</td>
<td></td>
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<tr>
<td>Source of Funds:</td>
<td>Initial Sources:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development $10,000, Street $176,190, Street Tax $25,000, $34,700 Storm, $42,500 Water</td>
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<td></td>
<td>Reimbursement Sources:</td>
<td></td>
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<td></td>
<td>Jobs and Commerce $75,000, TIF $213,390</td>
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<tr>
<td>Narrative:</td>
<td>Approving the ordinance will allow for the construction of the street improvements at a zero net expense to the City of Piqua.</td>
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| **OPTIONS**  
(Include deny/approval option) | 1. Pass the ordinance to authorize the TIF. |
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<tr>
<td>2. Deny the ordinance to reject the TIF.</td>
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<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>January 7, 2020 – Ordinance 1st Reading</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 21, 2019 – Ordinance 2nd Reading</td>
</tr>
<tr>
<td></td>
<td>February 4, 2020 – Ordinance 3rd Reading</td>
</tr>
</tbody>
</table>

| **STAFF RECOMMENDATION** | Approve the proposed ordinance |

| **ATTACHMENTS** | Ordinance and Exhibits |
TAX INCREMENT FINANCING AGREEMENT
Developers Project

THIS TAX INCREMENT FINANCING AGREEMENT ("Agreement") is between INNER COMPASS OHIO LLC, dba IDC SPRING, a Minnesota corporation, having an address at 9200 N Country Club Rd, Piqua, Ohio 45356 ("Developer") and the CITY OF PIQUA, OHIO, a municipal corporation organized under the laws of the State of Ohio, having an address at 201 W. Water Street, Piqua, Ohio 45356 (the "City").

RECITALS

A. Developer is the fee owner of certain real property situated in the City, a description of which real property is attached hereto as Exhibit A (the "Project Site") and incorporated herein by reference, with such parcel of real property referred to herein as the "Parcel" (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates).

B. Developer desires to expand its facilities on the Project Site including certain Developer Costs (as defined herein) in support thereof (collectively, the "Project"). The estimated aggregate hard construction cost of the Project is approximately two-million two-hundred thousand dollars ($2,200,000.00).

C. In order to successfully develop the Parcel, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (the "Public Improvements"), which the City and Developer agree will directly benefit the Parcels; and

D. Pursuant to Ordinance No. __-20, adopted __________, 2020 (the "TIF Ordinance"), City Commission for the City declared that the increase in the assessed value of the Property (the "Improvement," as further defined in the TIF Ordinance) is a public purpose pursuant to R.C. §5709.40, and that 75% of such Improvement (the "TIF Exemption") is exempt from real property taxation for a period commencing with the first tax year that begins after the effective date of the TIF Ordinance and in which an Improvement on the Parcel would first appear on the tax list and duplicate of real and public utility property were it not for the exemption granted by the TIF Ordinance (the "Commencement Date"), and ending on the earlier of (A) ten (10) years after the Commencement Date for the TIF Exemption or (B) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of with the requirements of Sections 5709.40, 5709.42 and 5709.43 of the O.R.C. (the "TIF Statutes") and the TIF Ordinance (the 75% portion of the Improvement that is exempt for each Parcel shall be hereinafter referred to as the "Exempted Portion of the Improvement").

E. Pursuant to the TIF Ordinance, Developer and any future owners of the Project Site (each individually an "Owner" and collectively the "Owners") are required to make service payments in lieu of taxes (the "Service Payments") with respect to the
Project Site equal to the real property taxes that would have been payable but for the TIF Exemption.

F. Developer and the City desire to enter into this Agreement on the terms and conditions hereinafter set forth and agree that the Service Payments will be allocated to pay for the Public Improvements as specified herein.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following terms and conditions:

1. General Agreement and Term

1.1 Developer agrees that the Project will be constructed in a manner which is consistent with generally accepted construction industry standards and guidelines applicable to similar projects. If any portion of the Project does not meet the requirements of the City's zoning or other applicable regulations, Developer must obtain the applicable City approvals for the portion(s) of the Project through the appropriate reviewing body or reconstruct the noncomplying portion of the Project.

1.2 Except as provided herein, the costs of the Project shall be paid solely and exclusively from funding obtained by Developer.

1.3 This Agreement shall become effective as of the Effective Date and terminate (a) two (2) years after the Effective Date if the Contingencies, as defined below, have not been met, upon written notice delivered by the City to Developer, or (b) on such earlier date as may be determined pursuant to Section 8 or mutually agreed by the Parties; provided, however, the following provisions shall survive any termination of this Agreement: Sections 5, 7.2, 7.4, 7.7, 7.8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21.

2. Contingencies

Unless otherwise determined by the City in its sole discretion, the obligation of the City to construct the Public Improvements is contingent upon Developer satisfying all of the following contingencies with respect to the Project (collectively, the "Contingencies"):

2.1 Plans. Developer shall have caused the plans for the Project (the "Project Plans") to be prepared and submitted to the City, and the City shall have approved such plans.

2.2 Completion of Project. Developer shall have substantially completed the Project, including all of Developer Costs, with such modifications thereto that are acceptable to the City in its reasonably exercised discretion based on a consideration of generally accepted industry standards, costs, and guidelines applicable to similar projects.
2.3 Permits. Developer shall have obtained the required permits for construction of the Project, including Developer Costs.

2.4 Transfer of Project Site. If Developer conveys all or a portion of the Project Site to another entity, Developer shall have provided evidence satisfactory to the City in its reasonable discretion that Developer has conveyed the Project Site to an entity obligated by the terms of such conveyance to comply with the obligations of Developer hereunder with respect to the Project Site, including specifically those set forth in Sections 3, 4, 5, 6, 7.1, 7.2 and 8 of this Agreement.

Each of the agreements, evidence, or other documents required to be submitted to satisfy an Incentive Contingency must be in form and substance reasonably acceptable to the City in order for the Incentive Contingency to be satisfied.

Developer will proceed diligently and in good faith to pursue the satisfaction of the Incentive Contingencies in a timely and coordinated manner intended to result in the timely development of the Project in accordance with the provisions of this Agreement. The Parties will coordinate their efforts to pursue the satisfaction of the Incentive Contingencies as soon as practical. From time to time, at the request of Developer, the City shall confirm the satisfaction, waiver, or failure of any of the Incentive Contingencies which have been satisfied, waived, or not been met.

3. Construction of the Project

At such time as Developer has obtained all building permits, zoning approvals, and other governmental approvals required for the Project, Developer shall commence and thereafter complete the construction of the Project as reflected in the Project Plans, in compliance with all applicable laws. Developer shall be responsible for acquiring and paying for all State, local, or federal permits required for the Project.

4. Allocation of Service Payments

The Service Payments will be collected by the Miami County Auditor (the "County Auditor") and distributed to the City for deposit into a municipal public improvement tax increment equivalent fund (the "TIF Fund"). The Service Payments will be allocated as follows:

4.1 First, to repay the City for the cost of constructing and installing the Public Improvements, plus 10% of that cost.

4.2 Second, the City will retain any remaining Service Payments to pay for other eligible public infrastructure improvements that directly benefit the Project Site.

5. Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the "Indemnified Parties" and each an
“Indemnified Party”), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the “Liabilities” and each a “Liability”), other than Excluded Liabilities, as defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer or its affiliates to satisfy their obligations under this Agreement or any other agreement by and between the City and Developer with respect to the Project (each, a “Project Agreement”); (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Agreement.

“Excluded Liability” means each Liability to the extent it is attributable to the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of Developer, or, to the extent Developer’s ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to Developer. Upon receipt of written notice of the assertion of a Liability, Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer’s expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of Developer, or if there is a final judgment for the plaintiff in an action, Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

6. Time for Performance. The intent and understanding of the parties is for Developer to have the Project constructed and completed within six (6) months of executing this Agreement. The time for performance is subject to any approved
extensions by the City for delays beyond the reasonable control of Developer that prevent Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at the discretion and approval of the City.

7. **Events of Default and Remedies.**

7.1 **Developer Defaults.** Any one or more of the following shall constitute a "Developer Default":

7.1.1 Developer shall fail to observe or perform any agreement, term or condition stated in this Agreement, and such failure shall continue for a period of ten (10) business days (with respect to these failures which may be cured by the payment of money) or thirty (30) days (with respect to any other failure) after Developer has received written notice of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if Developer shall have failed to proceed diligently to commence to cure such failure within such 30-day period after notice and thereafter fails to cure such failure;

7.1.2 Any representation or warranty made by Developer in this Agreement or in any other Project Agreement is false or misleading in any material respect as of the time made;

7.1.3 Any report, certificate, or other document furnished by Developer to the City pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time furnished and has been relied upon by the City to its material detriment prior to correction by Developer;

7.1.4 The filing by Developer of a petition for the appointment of a receiver or trustee;

7.1.5 The making by Developer of a general assignment for the benefit of creditors;

7.1.6 The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer as debtor;

7.1.7 Developer shall develop, or permit to be developed, any portion of the Project Site as a Parcel that is used or will be used for residential purposes, as defined in Ohio Revised Code Section 5709.40;
7.1.8 The filing by Developer of an insolvency proceeding with respect to Developer or any proceeding with respect to Developer for compromise, adjustment, or other relief under the laws of any country or state relating to the relief of debtors; or

7.1.9 The occurrence of a default by Developer under any of the loan documents or equity investment documents that is not either (i) cured within the applicable cure period, if any, provided therein or (ii) waived in writing by Developer's lenders or investors, as applicable.

7.2 Remedies for Developer Default. At any time as of which a Developer Default exists, the City at its option, may, but shall not be obligated to, exercise any one or more of the following remedies:

7.2.1 By written notice to Developer, terminate this Agreement, provided that such termination shall not affect the obligations of Developer that have then accrued;

7.2.2 By written notice to Developer, cease disbursements of proceeds from the TIF Fund;

7.2.3 (i) recover from Developer any sums of money that are due and payable by Developer to or for the benefit of the City under this Agreement; (ii) commence an action for specific performance or other equitable relief against Developer with respect to the defaulted obligations as provided in Section 8.6; and (iii) exercise the City's rights under Section 8.7 with respect to Developer Default; and

7.2.4 Enforce, or avail themselves of, any other remedies available to them at law or in equity.

7.3 City Default. Any one or more of the following shall constitute a "City Default":

7.3.1 The City shall fail to observe or perform any agreement, term or condition stated in this Agreement, and such failure shall continue for a period of ten (10) business days (with respect to these failures which may be cured by the payment of money) or thirty (30) days (with respect to any other failure) after the City has received written notice of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if the City shall have failed to proceed diligently to commence to cure such failure within such 30-day period after notice and thereafter fails to cure such failure;
7.3.2 Any representation or warranty made by City in this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City; or

7.3.3 Any report, certificate or other document furnished by City to Developer pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City.

7.4 Remedies for City Default. At any time as of which a City Default exists, Developer, at its option, may, but shall not be obligated to, exercise any one of more of the following remedies, provided, however, that in no event shall the City be obligated hereunder to pay amounts to Developer from sources other than the Service Payments:

7.4.1 By written notice to the City, terminate this Agreement, provided that such termination shall not affect the obligations of the City that have then accrued;

7.4.2 (i) recover from City any sums of money that are due and payable by City to or for the benefit of Developer under this Agreement; (ii) except for obligations requiring City Commission approval, commence an action for specific performance or other equitable relief against City with respect to the defaulted obligations as provided in Section 8.6; and (iii) exercise Developer's rights under Section 8.7 with respect to the City Default; and

7.4.3 Enforce, or avail itself of, any other remedies available to it at law or in equity.

7.5 Default Notices. At any time when there exists a default by Developer in the due and punctual payment, performance or observance of any obligation of Developer under this Agreement or any other Project Agreement, City may give Developer a written notice, indicated as being a "Default Notice" under this Section. At any time when there exists a default by City in the due and punctual payment, performance or observance of any obligation of City under this Agreement or any other Project Agreement, Developer may give the City a written notice, indicated as being a "Default Notice" under this Section. Any notice given in accordance with this Section is called a "Default Notice."

7.6 Enforcement. As the remedy at law for the breach of any of the terms of this Agreement may be inadequate, each enforcing Party has a right of temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to
enforce any provision hereof, without the necessity of proof of actual damage or inadequacy of any legal remedy.

7.7 Interest. Except as otherwise expressly provided herein, amounts that are due and payable by Developer to City under this Agreement will bear interest if not paid when due, until paid, (a) at the prime rate published in the "Money Rates" section of the Wall Street Journal from time to time for the first thirty (30) days after due, and (b) at the higher of the rate provided for in clause (a) or 8% per annum beyond the first thirty (30) days after due.

7.8 Costs of Enforcement. If an action is brought by the City for the enforcement of any provision of this Agreement, Developer, and only to the extent that Developer is found to be in default or breach of this Agreement or another Project Agreement, will pay to the City all costs and other expenses that become payable as a result thereof, including without limitation, reasonable attorneys' fees and expenses.

7.9 Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when the City Engineer issues a stop work order for local, county or state construction code violations or construction defects.


8.1 Prior to receiving all permits required to commence construction of the Project, Developer shall deposit a non-refundable amount estimated to be necessary to pay the City's cost of plan review. Developer shall also pay for all inspection fees incurred by Developer.

8.2 Developer shall permit the City or its agents to inspect the Project upon one full business days' notice at any time during business hours and shall provide the City or its agents such information as they shall reasonably require in order to perform inspections of the Project from time to time.

9. Representations. Developer represents and warrants that the execution and delivery by Developer of this Agreement and the compliance by Developer with all of the provisions herein (i) are within the authority and powers of Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which Developer is a party or by which it may be bound, or, to Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of Developer.
The City hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by the TIF Ordinance; and (ii) the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

10. **Waiver.** In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either Developer or the City and the breach shall have been waived thereafter by Developer or the City, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

11. **Severability.** In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

   (a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

   (b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

   (c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

12. **Assignment.** Except as otherwise provided in this Section 12, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section 12, Developer may assign its interest in this Agreement to an Affiliate (defined herein) or in connection with any merger, reorganization, sale of all or substantially all of Developer’s assets or any similar transaction without the prior written consent of the City, conditioned upon an assignment including the assignment of both the rights and obligations of Developer hereunder, and a copy of such assignment being timely provided to the City. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Developer. All representations and warranties of Developer and the City herein shall survive the execution and delivery of this Agreement.

13. **Non-Discriminatory Hiring Practices.** Developer and any subsequent Owners agree that they shall not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, ancestry, sexual orientation, gender identity and expression, age, or veteran status. Such covenant must run with the land and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit of and enforceable
by, the City, its successors and assigns, against Developer and its successors and assigns, to the Parcels, including, but not limited to, any grantee in a conveyance of the Parcels through judicial process. Developer and any subsequent Owners furthermore agree that they shall use commercially reasonable efforts to require that any lessees located within the Site comply with the provisions of this Section 13.

14. **Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

**If to the City to:**

City of Piqua  
Attn: Gary Huff, City Manager  
201 W. Water Street  
Piqua, Ohio 45356  
Phone: 937-778-2051

**If to Developer to:**

Inner Compass Ohio LLC  
Attn: Jeremy Sizer, Owner  
360 Coon Rapids Blvd.  
Minneapolis, MN 55433  
Phone: (763) 786-4730

or to any such other persons or addresses as may be specified by either party, from time to time, by prior written notification.

15. **Administrative Actions.** To the extent permitted by law, and except as otherwise provided in this Agreement, all actions taken or permitted to be taken by the City under or in furtherance of this Agreement (excepting the TIF Ordinance and related legislative approvals) may be taken by the City Manager and will not require legislative action of a City Commission beyond the legislative actions authorizing this Agreement. The City Manager, on behalf of the City, is authorized to make all approvals and consents that are contemplated by this Agreement and other Project Agreements, without the separate approval by the City Commission, including reviews, approvals, and consents (including but not limited to, such actions with respect to the Incentive Contingencies) and any and all such other approvals contemplated herein. All actions, approvals, and consents of City required under this Agreement must be given in writing in order to be effective.

16. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Developer, its
employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Miami County, Ohio.

17. Confidentiality. Unless otherwise directed by court order, the City will treat any equity or loan documents provided to it by Developer, the commitments of any tenants or purchasers of the Project, the expected or actual tenant and ownership mix of the Project, any proformas, and any other information provided to the City and clearly marked "trade secret" as trade secrets and not as public records or information, and will not disclose such documents or information to any third party without the written consent of Developer. The City will promptly notify Developer within three (3) business days of (a) any public records request made to it that seeks disclosure of such documents or information and (b) any court action filed against it to compel the disclosure of such documents or information. The City will reasonably cooperate with Developer in defending any such court action. Developer will defend the City against any third party claim related to Developer's designation of certain records as exempt from public disclosure, and will hold harmless the City for any liability or award to a plaintiff for damages, costs and reasonable attorney's fees, incurred by the City by reason of such claim.

18. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

19. Time is of the Essence. Time is of the essence in this Agreement.

20. Diligent Performance. With respect to any duty or obligation imposed on a Party by this Agreement, unless a time limit is specified for the performance of such duty or obligation, it is the obligation of that Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of that obligation as soon as reasonably practicable after commencement of performance.

21. Exemption Filing. In accordance with R.C. Sections 5715.27 and 5709.911, Developer shall file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) with the County Auditor for the Improvement to each Parcel. The City and Developer agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement. If the application for exemption is filed by the City, Developer shall cause each Owner to provide its written consent to the application.

Developer shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Ordinance and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
22. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

23. **Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

24. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

25. **Recording.** Upon execution of this Agreement, an original counterpart of this Agreement shall be placed of record in the real estate records of the Recorder of the County of Miami, Ohio with respect to each parcel comprising the Project Site, and each and every term and provision of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and any successors and assigns of the parties.

26. **City Obligation Limited.** Notwithstanding anything to the contrary herein, the financial obligation of the City hereunder is expressly limited to Service Payments actually received by the City.

[Balance of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

CITY:

CITY OF PIQUA, OHIO

By: ________________________________

Name: Gary A. Huff
Title:  City Manager

By Ordinance No. ______ dated __________, 2020
Verified and Certified:

____________________________________
Karen S. Jenkins, Clerk of Council

Approved as to Form:

____________________________________
Frank J. Patrizio, Law Director

DEVELOPER:

INNER COMPASS OHIO LLC, dba IDC SPRING a Minnesota Corporation

By: ____________________________

Name: ____________________________
Title: ____________________________

CFO
Exhibit A

Project Site

Parcel # N44-074315 as shown on the records of the Auditor for the County of Miami, Ohio and generally known as 9200 N Country Club Road, Piqua, Ohio 45356.
Exhibit B

THE PUBLIC IMPROVEMENTS

The Public Improvements consist of various improvements including but not limited to: (i) construction, improvement, and lengthening of Scarbrough Drive with related curb, lighting and landscaping improvements; and (ii) construction and extension of water and wastewater lines; and (iii) related improvements.
January 6, 2020

TO: Board of Education
Piqua City School District
215 Looney Rd.
Piqua, OH 45356

Ladies and Gentlemen:

Please take notice that on February 4, 2020, the City Commission of the City of Piqua, Ohio will consider and vote upon an Ordinance relating to proposed exemption of certain property from real estate taxation. The property is located within the City and the Piqua City School District and is described on EXHIBIT B to the TIF Ordinance, a copy of which is enclosed for your reference.

If approved, 75% of the real estate taxes from this property will be exempted for a period commencing with respect to the Parcel (as defined in the TIF Ordinance) on the first day of the tax year in which there is an Improvement (as defined in the TIF Ordinance) with respect to the Parcel and ending on the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code.

Please contact me with any questions you may have concerning this matter.

Very truly yours,

Gary A. Huff
City Manager

Enclosure
c: Mayor Kaz Hinds
RECEIPT OF THE BOARD OF EDUCATION OF
UPPER VALLEY CAREER CENTER
OF NOTICE OF THE INTENT OF THE CITY OF PIQUA
TO PASS AN ORDINANCE GRANTING AN EXEMPTION
FROM REAL PROPERTY TAXATION PURSUANT
TO OHIO REVISED CODE SECTION 5709.40

January 6, 2020

The undersigned hereby acknowledges receipt of the following items from the office of the City Manager of the City of Piqua, Ohio.

Notice of hearing before the City Commission of City of Piqua, Ohio on February 4, 2020 to consider and vote upon a TIF Ordinance.

Received by: Board of Education
Upper Valley Career Center
8811 Career Drive
Piqua, OH 45356

By: ____________________________

Date: ____________________________
January 6, 2020

[VIA HAND DELIVERY]

TO: Board of Education
Upper Valley Career Center
8811 Career Drive
Piqua, OH 45356

Ladies and Gentlemen:

Please take notice that on February 4, 2020, the City Commission of the City of Piqua, Ohio will consider and vote upon an Ordinance relating to proposed exemption of certain property from real estate taxation. The property is located within the City and the Piqua City School District and is described on EXHIBIT B to the TIF Ordinance, a copy of which is enclosed for your reference.

If approved, 75% of the real estate taxes from this property will be exempted for a period commencing with respect to the Parcel (as defined in the TIF Ordinance) on the first day of the tax year in which there is an improvement and ending on the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code.

Please contact me with any questions you may have concerning this matter.

Very truly yours,

Gary A. Huff
City Manager

Enclosure

C: Mayor Kazy Hinds
RECEIPT OF THE BOARD OF EDUCATION OF THE
PIQUA CITY SCHOOL DISTRICT OF NOTICE OF THE
INTENT OF THE CITY OF PIQUA TO PASS AN
ORDINANCE GRANTING AN EXEMPTION
FROM REAL PROPERTY TAXATION PURSUANT
TO OHIO REVISED CODE SECTION 5709.40

January 6, 2020

The undersigned hereby acknowledges receipt of the following items from the office of
the City Manager of the City of Piqua, Ohio.

Notice of hearing before the City Commission of City of Piqua, Ohio on February 4, 2020
to consider and vote upon a TIF Ordinance.

Received by: Board of Education
Piqua City School District
215 Looney Rd.
Piqua, OH 45356

By: __________________________

Date: ________________________
RESOLUTION NO. R-8-20

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND CITY OF PIQUA FOR THE EXTENSION OF SCARBOROUGH DRIVE

WHEREAS, the City of Piqua desires to construct an extension to Scarborough Drive to support the expansion of an existing business and future economic development opportunities; and,

WHEREAS, ODOT has committed to provide a Jobs and Commerce Grant to the City of Piqua as funding assistance for the construction of an extension to Scarborough Drive to attract or retain businesses and new investment; and,

WHEREAS, the funds provided by ODOT shall not exceed $75,000 or 36 percent of the total project cost, whichever is the lesser amount, and the City of Piqua shall provide all other financial resources necessary to fully complete the Scarborough Drive Extension Project, including any and all cost overruns and claims; and,

WHEREAS, the City of Piqua desires to enter into a Jobs and Commerce Economic Development Agreement with ODOT regarding the Scarborough Drive Extension Project, substantially in the form of Exhibit A attached hereto,

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to execute the Jobs and Commerce Economic Development Agreement substantially in the form attached hereto as Exhibit A and all documents, instruments and agreements contemplated thereby and to execute such amendments to the ‘Scarborough Drive Extension Project’ from time to time as contemplated by such Agreement.

SEC. 2: The Finance Director certifies that funds are available to support the City portion of the project and is hereby authorized to receive the aforementioned grant funds into the City treasury according to agreement terms.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.
PASSED: ____________________________

ATTEST: ____________________________

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________________
seconded by__________________________ and on roll call the following vote ensued:

Mayor Kathryn Hinds                  ______
Commissioner Kris Lee                ______
Commissioner Chris Grissom           ______
Commissioner Thomas Fogt              ______
Commissioner Cindy Pearson            ______
MEETING DATE | January 7, 2020
---|---
REPORT TITLE | A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND CITY OF PIQUA FOR THE EXTENSION OF SCARBROUGH DRIVE
SUBMITTED BY | Chris Schmiesing, Community and Economic Development Director
Development Department
AGENDA CLASSIFICATION | □ Consent  □ Ordinance  □ Resolution  □ Regular
APPROVALS/REVIEWS | □ City Manager  □ Asst. City Manager/Finance
□ Development Director  □ Planning Commission
BACKGROUND (Description, background, justification) | IDC Spring is constructing a $2.3 MM building improvement that will benefit its operations and also provide local economic benefits. In support of the building improvement project ODOT has committed to provide up to $75,000 in Jobs and Commerce Grant funding for the construction of street improvements that will extend Scarbrough Drive the length of the subject property frontage (±385 feet). The proposed improvements will accommodate the building improvement project and provide access to 10 acres of land available for industrial development activity.

The street improvements will be paid for through the State of Ohio Jobs and Commerce Grant and Tax Increment Financing (TIF). These funding sources will reimburse local fund sources that will be used to finance the construction of the street improvements. Jobs and Commerce has provided the subject grant in recognition of the job creation and future development opportunity the project represents. Likewise, a TIF is commonly used by local governments to fund public infrastructure projects that support economic development activity. A TIF does not increase or decrease the property tax obligations of the property owner or change anything about the way the tax payments are collected; rather, it simply redirects the increase in tax dollars being collected due to the increase in valuation of the property that occurs as a result of the property improvements. The mechanism for redirecting the increase in the valuation of a property as a result of certain improvements is referred to as a TIF (Tax Increment Financing).

IDC Spring is not seeking any other form of financial assistance or tax abatement from the City of Piqua for this project.
<table>
<thead>
<tr>
<th>BUDGET/FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>$35,140 Professional Services; $228,250 Construction; $25,000 Resurfacing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Expenditure $:</td>
<td>$288,390</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Initial Sources:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development $10,000, Street $176,190, Street Tax $25,000, $34,700 Storm, $42,500 Water</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reimbursement Sources:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jobs and Commerce $75,000, TIF $213,390</td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td>Approving the resolution will allow for the construction of the street improvements at a zero net expense to the City of Piqua.</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Pass the resolution to authorize the grant.</td>
<td></td>
</tr>
<tr>
<td>(Include deny /approval option)</td>
<td>2. Deny the resolution to reject the grant.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>January 7, 2020 – Public hearing</td>
<td></td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Resolution and Exhibits</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A

JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND
CITY OF PIQUA

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, the City of Piqua, 201 W. Water Street Piqua, OH 45356 (hereinafter referred to as the CITY).

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.

1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

1.3 The CITY will construct an extension of Scarbrough Drive from the existing terminus to the west approximately 385 linear feet and match the existing road profile (hereinafter referred to as the PROJECT).

1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.

1.5 The CITY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

2.1 The total cost for the PROJECT is estimated to be $207,690 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODOT JCED Funds – SAC 4JC7</td>
<td>$75,000</td>
</tr>
<tr>
<td>City of Piqua</td>
<td>132,690</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$207,690.00</strong></td>
</tr>
</tbody>
</table>

Agreement No.: 34414
MIA – Industrial Spring Company
2.2 Funds provided by ODOT shall not exceed $75,000 or 36 percent of the total project cost, whichever is the lesser amount. The CITY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and CITY claims.

2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The CITY shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

2.4 The CITY shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The CITY must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The CITY may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is December 31, 2020. The CITY may ask for an extension of this agreement before December 1, 2020 if adequate funds have been appropriated.

2.5 Reimbursement to the CITY shall be submitted to:

City of Piqua Development Department  
Chris Schmiesing  
201 W. Water Street  
Piqua, OH 45356  
(937) 778-2049

3. PROJECT DEVELOPMENT AND DESIGN

3.1 The CITY is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.

3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the CITY, arising out of or related to any contract entered into by the CITY for the work to be performed by the CITY on this PROJECT is the responsibility of the CITY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the CITY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.
5. **THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS**

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The CITY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the CITY's obligations made or agreed to herein.

6. **NOTICE**

6.1 Notice under this Agreement shall be directed as follows:

If to the CITY:

Chris Schmiesing  
Development Director  
City of Piqua  
201 W. Water Street  
Piqua, OH 45356  
(937) 778-2049  
cschmiesing@piquaoh.org

If to ODOT:

Melissa Taylor, Regional Manager  
Office of Jobs & Commerce  
Ohio Department of Transportation  
1980 W. Broad Street MS 3290  
Columbus, OH 43223  
(513) 260-5189  
Melissa.Taylor@dot.ohio.gov

7. **FEDERAL REQUIREMENTS**

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

7.1 The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

7.3 Compliance with Regulations: The CITY (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
7.4 Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the CITY, including procurements of materials and leases of equipment. The CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.5 Solicitations for the CITY, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the CITY of the CITY’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

7.6 Information and Reports: The CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CITY will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.7 Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the CITY under the Agreement until the CITY complies, and/or
b) Cancellation, termination or suspension of the Agreement, in whole or in part.

7.8 Incorporation of Provisions: The CITY will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CITY will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CITY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the CITY may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CITY may request the United States to enter into the litigation to protect the interests of the United States.

7.9 During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
• The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
• Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
• The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal Aid recipients, sub-recipients, and CITY (or other)’s, whether such programs or activities are Federally funded or not)
• Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
• The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
• Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
• Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
• Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
• Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

8. GENERAL PROVISIONS

8.1 Record Retention: The CITY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the CITY's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.

8.2 Ohio Ethics Laws: The CITY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

8.3 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be
deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the Franklin County hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

8.4 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

8.5 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

8.6 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

8.7 **Term of Agreement:** This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The CITY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the CITY and monitoring by Grantor of the results of the award of Grant Funds.

8.8 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

---

**CITY OF PIQUA**

**AUTHORIZED REPRESENTATIVE**

By: ___________________________

Title: __________________________

Date: __________________________

---

**STATE OF OHIO**

**OHIO DEPARTMENT OF TRANSPORTATION**

By: ___________________________

Jack Marchbanks, Ph.D.
Director

Date: __________________________
RESOLUTION NO. R-9-20

A RESOLUTION AUTHORIZING THE CITY PURCHASING ANALYST TO ADVERTISE FOR BIDS TO MAKE CERTAIN PURCHASES DURING THE 2020 YEAR

WHEREAS, the present operations of the City require the purchase of various items and materials during the 2020 year as listed in Exhibit “A” appended hereto; and

WHEREAS, Section 34.19 of the Piqua Code or as the City Ordinance may require the advertisement for sealed, written bids be published at least once in the Piqua Daily Call;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Purchasing Analyst is authorized to cause the publication of advertisement for bids on said items and materials listed in Exhibit “A”, the exact specifications of which are on file and available from the office of the City Purchasing Analyst and those that may arise throughout the year;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

, MAYOR

PASSED: 

ATTEST: 

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by and seconded by and on roll call the following vote ensued:

Mayor Kathryn B. Hinds Commissioner Kris Lee
Commissioner Chris Grissom Commissioner Cindy Pearson
Commissioner Thomas Fogt

# Commission Agenda

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY PURCHASING ANALYST TO ADVERTISE FOR BIDS TO MAKE CERTAIN PURCHASES DURING THE 2020 YEAR</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Beverly M. Yount, CPPB, Purchasing Analyst
Department: Purchasing & Finance |
| AGENDA CLASSIFICATION | ☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager
☑ Asst. City Manager/Finance
☐ Department Director
☐ Law Director |
| BACKGROUND | We are required to advertise for bids for any capital or operational purchases the City makes that are over $25,000 in a newspaper of local circulation. Therefore, we use the Piqua Daily Call for this purpose.
Exhibit “A” is a list of items that are compiled from the 2020 Budget Book.
At the first Commission meeting each year, we ask for Commission approval for the Purchasing Analyst to be authorized to fulfill this commitment. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: Each Department budgets their own advertising dollars
Expenditure $: Varies depending on bids actually done throughout the year
Source of Funds: Department budget/City funds
Narrative: The cost of the advertising is an estimate until we know how long the ad will be, which days it will run and which projects will move forward. |
| OPTIONS | 1. Approve Resolution R-9-20 to give approval to run advertising for city departments as needed
2. Deny Resolution R-9-20 and cause the departments to be in violation of the City Charter. |
| PROJECT TIMELINE | Pass the first Commission meeting of the year to allow the Purchasing Analyst to fill departmental needs throughout the year. |
| STAFF RECOMMENDATION | I recommend passage of this Resolution. We have always obtained Commission approval for this bid advertising authorization each year. |
| ATTACHMENTS | Exhibit “A” shows a listing of the anticipated bid items for 2020. |
## EXHIBIT “A”
### 2020 Commodity/Bid Items

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various</td>
<td>Excess Utility Insurance</td>
<td>Piqua</td>
</tr>
<tr>
<td>Economic Development</td>
<td>Environmental Assessments – any Phase</td>
<td>Piqua</td>
</tr>
<tr>
<td></td>
<td>Demolition of houses</td>
<td>Piqua/State</td>
</tr>
<tr>
<td>Health</td>
<td>Demolition of houses, etc.</td>
<td>Piqua</td>
</tr>
<tr>
<td></td>
<td>Home repairs</td>
<td>Piqua</td>
</tr>
<tr>
<td>Parks</td>
<td>4 new mowers</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Street</td>
<td>Road salt</td>
<td>SWOP4G</td>
</tr>
<tr>
<td></td>
<td>Resurfacing/Asphalt &amp; Full Depth Reclamation</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>New plow truck</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>4 new mowers</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Street Income Tax</td>
<td>Street Resurfacing &amp; ADA Compliance</td>
<td>Piqua</td>
</tr>
<tr>
<td></td>
<td>Looney Rd. Resurfacing Design &amp; Environmental</td>
<td>Piqua</td>
</tr>
<tr>
<td></td>
<td>CR 25A/Looney Rd. Intersection Improvement</td>
<td>Piqua</td>
</tr>
<tr>
<td></td>
<td>W. St. Rt. 36 Resurfacing with ODOT</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Fire</td>
<td>Replace Medic</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>Replace Aerial Ladder (if grant received)</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Police</td>
<td>2 Cruiser Replacements and related upfitting</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>1 unmarked vehicle and related upfitting</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Power</td>
<td>Poles, Transformers &amp; Conduit</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>69 kV Breaker Replacements</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>60’ MH Bucket Truck</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>South St. 13/4 Stepdown conversion</td>
<td>Piqua</td>
</tr>
<tr>
<td>Water</td>
<td>Water Treatment Chemicals</td>
<td>Piqua/SWOP4G</td>
</tr>
<tr>
<td></td>
<td>Stantec Hydraulic Modifications Study</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>Service truck for Underground Utilities</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Wastewater</td>
<td>Service truck for Underground Utilities</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>Front end loader</td>
<td>State/Piqua</td>
</tr>
<tr>
<td></td>
<td>Park Ave. Sanitary Sewer replacement design</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Sanitation</td>
<td>New Building, Furniture, Equipment</td>
<td>State/Piqua</td>
</tr>
<tr>
<td>Stormwater</td>
<td>Piqua</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Vine St. Storm Sewer</td>
<td>Piqua</td>
<td></td>
</tr>
<tr>
<td>Manier Ave. flood control design</td>
<td>Piqua</td>
<td></td>
</tr>
<tr>
<td>New pump at Shawnee pump station</td>
<td>Piqua</td>
<td></td>
</tr>
<tr>
<td>Golf</td>
<td>Piqua</td>
<td></td>
</tr>
<tr>
<td>Chemicals</td>
<td>State/Piqua</td>
<td></td>
</tr>
<tr>
<td>Mowing/Golf Equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Any other items that may arise as needed throughout the year.**
RESOLUTION NO. R-10-20

A RESOLUTION REQUESTING FINAL LEGISLATION TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE RESURFACING OF COVINGTON AVENUE (U.S. ROUTE 36) BETWEEN R.M. DAVIS PARKWAY AND SUNSET DRIVE

WHEREAS, on 18th day of August, 2015, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing Covington Avenue (U.S. Route 36) between R.M. Davis Parkway and Sunset Drive, including pavement markings, lying within the City of Piqua; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above, described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of Seventy-Two Thousand Six Hundred and - - - 00/100 Dollars, ($72,600.00). For the purpose of this resolution, a 20% contingency has been added to the local share bringing the total to Eighty Seven Thousand One Hundred Twenty and - - - 00/100 Dollars ($87,120.00), but said estimated amount is to be adjusted in order that the LPA’s ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:
SEC. 1: That the estimated sum of Eighty Seven Thousand One Hundred Twenty and 00/100 Dollars ($87,120.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds. Said appropriated amount shall cover the estimated cost and any contingency for the actual dollar amount of the Project, which will be based upon advertised bids received.

SEC. 2: That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SEC. 3: That the LPA enter into a contract with the State, and that City Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

SEC. 4: That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution. This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 18th day of August, 2015, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____________________________________, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
KAREN S. JENKINS
CLERK OF COMMISSION

Mayor Kathryn B. Hinds
Commissioner Thomas Fogt
Commissioner Cindy Pearson
Commissioner Kris Lee
Commissioner Chris Grissom
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting Final Legislation to enter into an Agreement with the Ohio Department of Transportation (ODOT) for the resurfacing of Covington Avenue (U.S. Route 36) between R.M. Davis Parkway and Sunset Drive.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, P.E., City Engineer</td>
</tr>
<tr>
<td>Department: Engineering</td>
<td></td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent  □ Ordinance  □ Resolution  □ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>□ City Manager  □ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>□ Asst. City Manager/Development  □ Law Director</td>
<td></td>
</tr>
<tr>
<td>□ Department Director  □ Other:</td>
<td></td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>In 2015, the City of Piqua contacted ODOT regarding the resurfacing of Covington Avenue between RM. Davis Parkway and Sunset Drive. ODOT offered to program this project into their Urban Paving Resurfacing Program, in which ODOT will provide 80% of the project costs from the Urban Paving Program funds, with the City being responsible for providing 20% of the total project costs.</td>
</tr>
<tr>
<td>The project will consist of the pavement planing, necessary pavement repairs, resurfacing, and the installation of new pavement markings.</td>
<td></td>
</tr>
<tr>
<td>This final legislation is needed to allow for ODOT to begin the bidding process.</td>
<td></td>
</tr>
</tbody>
</table>

| BUDGETING AND FINANCIAL IMPACT | Budgeted: $160,000 |
| Expenditure: Estimate to be $87,120 (includes contingency) |
| Source of Funds: Fund 103 – Street Income Tax |
| Narrative: ODOT's Urban Paving Program allows for projects to be completed with an 80/20 split with ODOT paying 80% of the project costs. At this time, ODOT has estimated the total project to be approximately $363,000 with the City’s portion being an estimated $72,600. A 20% contingency has been added to this legislation to allow for an increase in the bids should they come in higher than ODOT’s estimate, allowing for the City’s share not to exceed $87,120. Should the bids come in lower than ODOT’s estimate; the City’s share will go down. |

<p>| OPTIONS | 1. Approve the Resolution to allow the Director of Transportation to begin the bidding process. |
| 2. Do not approve the Resolution and do not have ODOT complete the resurfacing project. |</p>
<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>This project has a sale date of February 27, 2020 with an estimated construction start date of May 1, 2020.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approve the resolution to allow for ODOT to complete the resurfacing project.</td>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Exhibit A - Contract</td>
</tr>
</tbody>
</table>
CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Piqua, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I:  RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II:  PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.
SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of resurfacing Covington Avenue (U.S. 36) between Davis Parkway and Sunset Drive, including pavement markings, lying within the City of Piqua.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.

3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of Seventy-Two Thousand Six Hundred and - - - - 00/100 Dollars, ($72,600.00).

5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.
SECTION VI:  RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

   A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

   B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

   C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII:  ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT’s policies and procedures.

2. The LPA agrees:

   A. To keep said highway open to traffic at all times;
   B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
   C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
   D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;

F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Piqua
201 W. Water Street, 2nd Floor
Piqua, Ohio 45356

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.

4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.
IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION

Director of Transportation

Date

Approved:
Dave Yost
Attorney General of Ohio

By:
Stephen H. Johnson
Chief, Transportation Section

Date:

LOCAL PUBLIC AGENCY
City of Piqua

City Manager

Date
RESOLUTION NO. R-11-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTINUE TO CONTRACT WITH FRANK J. PATRIZIO AS LAW DIRECTOR AND MCCULLOCH, FELGER, FITE, AND GUTMANN CO., L.P.A. AS LEGAL COUNSEL FOR THE CITY OF PIQUA

BE IT RESOLVED, by the Legislative Authority of the City of Piqua, State of Ohio, that:

SEC. 1: Frank J. Patrizio shall continue to be designated Law Director for the City of Piqua and McCulloch, Felger, Fite and Gutmann Co., L.P.A. shall be designated as Legal Counsel for the City of Piqua upon the terms set forth in the contract attached as Exhibit “A”; and

SEC. 2: The City Manager is authorized to approve services of said contract on behalf of the City of Piqua.

SEC. 3: The Finance Director certifies that the funds are available and is hereby authorized to draw her warrant from time to time on the appropriate accounts of the City Treasury according to contract terms, not exceeding a total of $160,000.

SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

______________________________________
MAYOR

PASSED:

ATTEST:

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ________________
seconded by ________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds    Commissioner Kris Lee
Commissioner Thomas Fogt   Commissioner Chris Grissom
Commissioner Cindy Pearson
**Commission Agenda**  
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 7, 2020</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution authorizing the City Manager to continue a contract with Frank J. Patrizio as Law Director and McCulloch, Felger, Fite, &amp; Gutmann Co. LPA for Legal Counsel for the City of Piqua</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Gary A. Huff, City Manager</td>
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<td></td>
<td>Department:</td>
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<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☐ Consent  ☐ Ordinance  X Resolution  ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>X City Manager  X Asst. City Manager/Finance</td>
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<td></td>
<td>☐ Department Director:  ☐ Other:</td>
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<tr>
<td>BACKGROUND</td>
<td>After successfully fulfilling the legal needs of the City during 2019, the City Manager will continue to contract, thru April 2021, the law firm of McCulloch, Felger, Fite, &amp; Gutmann Co. LPA based on their knowledge, expertise, and familiarity with the community. Significant savings of over $52,000 annually support continuing to contract for legal services rather than employing a law director.</td>
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<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $120,000 (2020) $120,000 (expected for 2021)</td>
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<td>Expenditure $: $120,000 (2020) $40,000 (Jan-April 2021)</td>
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<td>Source of Funds: General Fund – Law Department Budget</td>
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<td>Narrative: The firm will provide both municipal law and prosecution services.</td>
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<td>OPTIONS</td>
<td>1. Approve the contract continuation</td>
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<tr>
<td></td>
<td>2. Deny the contract</td>
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<td></td>
<td>3.</td>
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<td></td>
<td>4.</td>
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<tr>
<td>PROJECT TIMELINE</td>
<td>January 2020 – April 2021</td>
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<tr>
<td>STAFF RECOMMENDATION</td>
<td>Recommend approval.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Knowledge, expertise, and familiarity of the community and issues.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>MFFG Contract</td>
</tr>
</tbody>
</table>
Exhibit “A”
AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between The City of Piqua, Ohio ("City"), 201 West Water St., Piqua, Ohio and Frank J. Patrizio ("Patrizio"), 123 Market Street, Piqua, Ohio McCulloch, Felger, Fite and Gutmann Co. L.P.A. ("McCulloch"), 123 Market Street, Piqua, Ohio, effective the 1st day of March, 2019 through April 30, 2021.

WHEREAS, Patrizio shall act as the Law Director and McCulloch, Felger, Fite and Gutmann Co., L.P.A. as legal Counsel for the City with Frank J. Patrizio as primary contact for the firm, Michael Gutmann shall be designated secondary contact and Nathaniel Funderburg as the last contact; and

NOW THEREFORE, the City, Patrizio and McCulloch hereby agree as follows:

1. Frank J. Patrizio shall serve as law director and prosecutor for the City, Michael Gutmann and Nathaniel Funderburg shall act as assistants.

2. All other attorneys of McCulloch designated by McCulloch may also act as legal counsel and prosecutors when acting on behalf of the City.

3. City shall pay Patrizio and McCulloch the following fees for services rendered:

   A. McCulloch attorneys shall bill at an hourly rate of $150.00 per hour with a guaranteed minimum of ten hours per week. McCulloch will charge a minimum of six hours per week for prosecution of criminal offenses traditionally performed on Wednesday mornings and afternoons. Said minimum is necessary for the reason that Patrizio will not be able to schedule for other matters on Wednesdays from the 8 a.m. to 3 p.m.; said billings will be credited to the City’s minimum guarantee of ten hours per week. McCulloch will itemize and submit billing monthly to the City.

   B. Paralegal time shall be billed at an hourly rate of $75.00 per hour. Paralegal will be compensated for calendaring; responding to Court requests; preparation of documents under the direction of law director; preparation of Marcy’s law notifications; and any other necessary work performed to adequately represent the City of Piqua. Paralegal time will not be included in the 10 hour minimum set forth in paragraph 3A above.

   C. It is the further understanding of the parties that no City fringe benefits, including, but not limited to, participation in the PERS system, shall be paid to McCulloch. Additionally, McCulloch attorneys and staff shall not be considered employees for Social Security, Federal, State and City tax purposes.

4. McCulloch owns Market Square Title Agency. Any real estate work performed by McCulloch or Market Square Title Agency (ie: title work, closings, deed preparations, title insurance, etc.) on behalf of the City of Piqua will be billed to the city at the ordinary and customary rates charged by said companies. No title insurance shall be purchased from
McCulloch or Market Square Title Agency by the City unless specifically requested by the City Manager.

5. McCulloch will bill all expenses incurred on behalf of the City, such as reimbursement for long distance telephone calls, travel, postage, deliveries, experts, filing fees and other expenses. Copying fees will not be charged.

6. City and McCulloch acknowledge that conflicts of interest between the City and other clients of McCulloch may occur from time to time. The firm will request transfer of criminal cases to another prosecutor performing work in Miami County, Ohio when a conflict arises with prosecution of criminal defendants. Regarding Civil matters, McCulloch will advise the City Manager of any potential conflict. Based on the facts of the case, McCulloch and City Manager will determine whether outside counsel should be retained to represent the City.

6 General direction on administrative matters shall be given to McCulloch through the City Manager. McCulloch will perform only such legal activities for the City as are authorized by the Piqua City Charter, the City Manager or his designees. McCulloch shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the City. McCulloch, upon reasonable notice, will provide an attorney to attend staff meetings as requested by the City Manager and will review all contracts provided to it by the City Manager or his authorized representatives.

7. This Agreement supersedes any and all other agreements, either oral or in writing, between McCulloch, Patrizio and the City with respect to the employment of Patrizio by the City as law director and prosecutor and McCulloch as Legal Counsel. Further, this Agreement contains all the covenants and agreements between the parties.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and Charter of the City. In all cases permitted by law, the Charter of the City shall control.

In witness whereof, the parties have executed this Agreement on the 22nd day of January, 2019 to be effective March 1, 2019.
McCulloch, Felger, Fite and Gutmann Co., LPA

By Frank J. Patrizio

The City of Piqua, Ohio

By Gary Huff
City Manager