REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, JANUARY 21, 2020  
6:00 PM  
COMMISSION CHAMBER—2nd FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO  45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

EXECUTIVE SESSION
To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES  
   Approval of the minutes from the January 7, 2020 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO. 1-20 (2nd 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

NEW BUSINESS

3. ORD. NO. 2-20 (1st Reading)  
   An Emergency Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees

4. ORD. NO. 3-20 (1st Reading)  
   An Emergency Ordinance repealing existing Chapter 33.05 and 33.08 and enacting a new Chapter 33.05 and 33.08 of the Piqua Code, relating to Employee Policy

5. ORD. NO. 4-20 (1st Reading)  
   An Ordinance requesting the replat of several lots north of Wood Street, the Vacation of a portion of alley right-of-way and the dedication of new public right-of-way

6. RES. NO. R-12-20  
   A Resolution authorizing a purchase order to Barrett Paving Materials Inc. as the primary supplier, and Valley Asphalt Corp as the secondary supplier of 404 asphalt for the 2020 Street and Alley Maintenance program

7. RES. NO. R-13-20  
   A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)
8. **RES. NO. R-14-20**
   A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Firefighters)

9. **RES. NO. R-15-20**
   A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Fraternal Order of Police

10. **RES. NO. R-16-20**
    A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Ohio Patrolmen’s Benevolent Association

11. **RES. NO. R-17-20**
    A Resolution authorizing the lease of a portion of Parcel No. N44-250063

**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, JANUARY 7, 2020
7:30 PM

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Lee called the meeting to order.

Roll Call as follows: Present: Mayor Hinds, Commissioner Lee, Commissioner Grissom, Commissioner Pearson, and Commissioner Fogt

PROCLAMATION HONORING – WILLIAM H. PITSENBERGER

Duane Thompson, Kathy Sherman, Mike Ullery and Ruth Koon accepted the Proclamation honoring William Pitsenbarger from Mayor Hinds

Elizabeth Gutmann issued the following Oaths of Office:

FIRST WARD COMMISSIONER – THOMAS FOGT

SECOND WARD COMMISSIONER – CYNTHIA PEARSON

FIFTH WARD COMMISSIONER – KATHRYN B. HINDS

Motion was made by Commissioner Pearson to nominate Kazy Hinds to the position of Mayor. Motion was not seconded. Motion to nominate Kris Lee to the position of Mayor was made by Chris Grissom, seconded by Commissioner Fogt. Motion carried unanimously.

Commissioner Hinds then spoke with regard to the events and projects that have occurred over the past four years and the events that she had spearheaded as Mayor. Commissioner Hinds then acknowledged that Kris Lee is the first African American mayor for the City of Piqua and offered her congratulations.

Mayor Lee stated that Commissioner Hinds has left big shoes to fill and asked that we give Commissioner Hinds a round of applause for her service to the City, which ended with a standing ovation. Commissioner Hinds then passed the gavel to Mayor Lee. Mayor Lee then took his seat as Mayor

Motion to nominate Commissioner Grissom to the position of Vice Mayor was made by Commissioner Hinds, seconded by Commissioner Pearson. Motion carried unanimously.

Elizabeth Gutmann issued the following Oaths of Office

MAYOR – KRIS LEE

VICE MAYOR – CHRIS GRISSOM

RESIDENCE PRIDE AWARDS-HOLIDAY LIGHT DISPLAYS

Mayor Lee recognized the following property owners which have received the 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

JJ Frigge and Dave Trissell from Hartzell Propeller, Inc. and William Didier were present to accept their awards. None of the other recipients were in attendance at the Commission meeting.
CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the Minutes from the December 17, 2019 Regular City Commission Meeting

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

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

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

RES. NO. R-4-20
A Resolution appointing a member to the Miami County Council

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

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

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

Motion was made by Commissioner Hinds to approve the Consent Agenda; motion seconded by Commissioner Pearson, motion was carried unanimously, Consent Agenda adopted.

NEW BUSINESS

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 Citizens purpose; declaring such property to be exempt from real property taxation; designating Citizens 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 Citizens Improvement Tax Increment Equivalent Fund

This is the first reading - Chris Schmiesing, Community and Economic Development Director presented the Staff Report.

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

The Ordinance will move forward to the 2nd reading.

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

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

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

Motion was made by Commissioner Hinds to adopt RES. NO. R-8-20, motion seconded by Commissioner Fogt; motion was carried unanimously
RES. NO. R-9-20
A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the 2020 year

Cynthia Holtzapple, Finance Director presented the staff report

Mayor Lee asked for any questions or comments from the Commission
Mayor Lee asked for any questions or comments from the Citizens.

Motion was made by Commissioner Pearson to adopt RES. NO. R-9-20, motion seconded by Commissioner Grissom; motion was carried unanimously.

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

Amy L. Havenar, P.E., City Engineer presented the staff report

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

Jey Roman, 406 W. High Street asked how it was decided which roads are paved.

City Manager Huff replied that each year the roads are analyzed to decide which roads are in need of paving.

Mr. Roman then asked what is the standard?

City Manager Huff stated that it depends upon the conditions of the roadways upon yearly inspections.

Motion was made by Commissioner Grissom to adopt RES. NO. R-10-20, motion seconded by Commissioner Pearson; motion was carried unanimously.

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

City Manager Huff presented information with regard to this Resolution.

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

Law Director Patrizio commented that he has enjoyed working with the City of Piqua, and his enjoyment of prosecuting especially with regard to the drug enforcement aggressiveness and to correct the mis-statement that going to a statutory city would save money in the law director field. He stated the amount paid to the Law Director of the City of Troy is significantly higher than what the City of Piqua is paying.

Commissioner Hinds stated that the City is saving money by his part time employment vs. having someone on staff.

City Manager Huff replied that this was correct and stated the amount of savings for the city.

Mayor Lee asked for any questions or comments from the Citizens.

Bill Jaqua, 607 N. Sunset Drive spoke with regard to his opposition to the contract with Law Director Patrizio and the issue of statutory over charter, comparing the rates of Troy’s Law Director to what the City is paying Law Director Patrizio.

Natalie Young, 1234 Marwood Drive, inquired as to why the Law Director for the City of Troy is paid more.
Law Director Patrizio stated the Troy Law Director is billing on a contractual amount vs. the hourly rate that the City is paying Law Director Patrizio.

Jay Roman inquired as to the information/rumor that Law Director Patrizio’s represents Ed Liette to which Law Director Patrizio replied that he does not represent Mr. Liette, that he has prosecuted him.

Motion was made by Commissioner Hinds to adopt RES. NO. R-11-20, motion seconded by Commissioner Fogt; motion was carried unanimously.

PUBLIC COMMENT

Jay Roman offered congratulation to Mayor Lee. He then spoke with regard to the misinformation and communication issues between the City of Piqua and the citizens.

Law Director Patrizio commented that in the future that he cannot ethically reveal who he represents and would ask that he not inquire in the future.

Bill Jaqua – presented the official petition with regard to the statutory government, stating it will be exactly like the City of Troy’s.

Joe Drapp, 1366 Park Avenue, offered congratulations to the new members of commission and asked about any headway with regard to an upgrade to the airport.

City Manager Huff replied that some criteria has been changed and we have been invited to submit a new application and hopefully we can move forward at this time.

Phil Moyer, 421 Orr Street commented on Piqua parks and trail system and the removal of the trees inquiring about the repurposing and replanting of trees.

Natalie Young spoke with regard to utility rates study for the year 2021

City Manager Huff responded it would be this year

Natalie asked if there was any information with regard to the new owner of the mall and had questions with regard to tax increment financing and if there were other sites available to utilize this for development.

Chris Schmiesing, Community and Economic Development Director explained the various investment leverages

Paul Reese offered congratulations to the new commissioners and gave information with regard to him being a candidate for Miami County Sheriff.

CITY MANAGER’S REPORT

No report tonight

COMMISSIONERS’ COMMENTS

Commissioner Fogt – looks forward to serving the citizens of the City of Piqua

Commissioner Pearson – it has been a great night and appreciates that she will be able to help the City of Piqua – looking forward to serving the citizens of the City of Piqua

Commissioner Grissom – thanks to everyone in his ward and City of Piqua for holiday decorations and thank you to Kazy for all her assistance and guidance in welcoming him to the commission
Commissioner Hinds – congratulations to residence pride award winners, reminder about the Pitsenbarger movie premier and details about movie date and reception. Reminder of upcoming ribbon cuttings and details regarding the Bring Your Green Miami County Conference. Congratulations to Mayor and Vice Mayor and Commissioner Fogt and Pearson

Mayor Lee expressed thanks for the opportunity to be Mayor and talked about his childhood in Rossville and stated that he would try to lead like Kazy and that together we will work for the citizens of Piqua. Congratulation to Chris Grissom and the two new commissioners. We need to be agreeable when we don’t agree and he is willing to listen.

ADJOURNMENT

Motion made by Commissioner Pearson to adjourn from the Regular City Commission Meeting at 8:45 p.m. motion seconded by Commissioner Fogt, motion carried unanimously.

__________________________
Kris Lee, Mayor

PASSED: ____________________

ATTEST: ____________________
Karen S. Jenkins
Clerk of Commission
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 Scabrough 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 ORDAINED 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 the Tax Increment (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: 1/07/2020
2nd Reading: 1/21/2020
3rd Reading: ________________

Kris Lee, 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 Kris Lee ____________ Commissioner Kazy Hinds ____________
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
**MEETING DATE**
- January 7, 2020
- January 21, 2020

**REPORT TITLE**
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

**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**
(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.

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).

IDC Spring is not seeking any other form of financial assistance or tax abatement from the City of Piqua for this project.)
| **BUDGET/FINANCIAL IMPACT**  
(Projects costs and funding sources) | **Budgeted $:** | $35,140 Professional Services; $228,250 Construction; $25,000 Resurfacing |
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<tr>
<td><strong>Expenditure $:</strong></td>
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<td>$288,390</td>
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<td><strong>Source of Funds:</strong></td>
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<td>Initial Sources:</td>
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<td>Development $10,000, Street $176,190, Street Tax $25,000, $34,700 Storm, $42,500 Water</td>
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<td>Reimbursement Sources:</td>
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<td>Jobs and Commerce $75,000, TIF $213,390</td>
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<td><strong>Narrative:</strong></td>
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<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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<td><strong>OPTIONS</strong></td>
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<td>(Include deny/approval option)</td>
<td>1.</td>
<td>Pass the ordinance to authorize the TIF.</td>
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<td>2.</td>
<td>Deny the ordinance to reject the TIF.</td>
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<td><strong>PROJECT TIMELINE</strong></td>
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<td>January 7, 2020 – Ordinance 1st Reading</td>
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<td>January 21, 2019 – Ordinance 2nd Reading</td>
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<td>February 4, 2020 – Ordinance 3rd Reading</td>
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<td><strong>STAFF RECOMMENDATION</strong></td>
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<td>Approve the proposed ordinance</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td></td>
<td>Ordinance and Exhibits</td>
</tr>
</tbody>
</table>
January 6, 2020

[ VIA HAND DELIVERY ]

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 Kazy 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: _________________________
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.
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: Kathleen Wall
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.
ORDINANCE NO. 2-20

AN EMERGENCY ORDINANCE REPEALING SCHEDULE A-1 OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES

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

SEC. 1: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance
No. 17-18, is hereby repealed; and

SEC. 2: Schedule A-1 of Chapter 33 of the Piqua Code (appended hereto) is
hereby adopted;

SEC. 3: This Ordinance shall take effect and be in force from and after

______________________________
KRS LEEE, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kazy Hinds
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN EMERGENCY ORDINANCE REPEALING SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Catherine M. Bogan, Human Resources Director  
Department: Human Resources |
| AGENDA CLASSIFICATION | ☑ Consent  
☑ Ordinance  
☐ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☒ Asst. City Manager/Development  
☒ Asst. City Manager/Finance  
☐ Law Director |
| BACKGROUND | Schedule A-1 covers part-time, seasonal, and temporary employees. The wages for certain classifications have been adjusted in accordance with State minimum wage requirements and cost of living adjustments. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: Included in 2020 appropriations  
Expenditure $:  
Source of Funds: Various |
| OPTIONS | 1. Adopt Ordinance No. 2-20  
2. Reject Ordinance No. 2-20 and provide staff with further direction  
3.  
4. |
<p>| PROJECT TIMELINE | January 1, 2020 |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS | Schedule A-1 |</p>
<table>
<thead>
<tr>
<th>Classification / Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk Typist*</td>
<td>$8.70</td>
</tr>
<tr>
<td>City Clerk*</td>
<td>$8.70</td>
</tr>
<tr>
<td>Records &amp; Data Entry Clerk*</td>
<td>$8.70</td>
</tr>
<tr>
<td>Account Clerk*</td>
<td>$10.34</td>
</tr>
<tr>
<td>Auditor*</td>
<td>$25.60</td>
</tr>
<tr>
<td>Secretary I*</td>
<td>$10.65</td>
</tr>
<tr>
<td>Secretary II*</td>
<td>$12.30</td>
</tr>
<tr>
<td>Administrative Secretary*</td>
<td>$16.15</td>
</tr>
<tr>
<td>Threat Assessment Officer</td>
<td>$25.00</td>
</tr>
<tr>
<td>Planning Technician</td>
<td>$17.15</td>
</tr>
<tr>
<td>Interns/CO-OPS</td>
<td>$8.70 - $13.00</td>
</tr>
<tr>
<td>Power Distribution Storekeeper</td>
<td>$16.48</td>
</tr>
<tr>
<td>SCADA Administrator (Power)</td>
<td>$25.50</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$18.87</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>$19.87</td>
</tr>
<tr>
<td>Public Health Nurse</td>
<td>$19.87</td>
</tr>
<tr>
<td>Street Sweeper</td>
<td>$10.57</td>
</tr>
<tr>
<td>Laborer A</td>
<td>$8.70</td>
</tr>
<tr>
<td>Laborer B</td>
<td>$9.22</td>
</tr>
<tr>
<td>Laborer C</td>
<td>$9.79</td>
</tr>
<tr>
<td>Custodian</td>
<td>$8.70</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>$8.70</td>
</tr>
<tr>
<td>Harvest Operator</td>
<td>$10.57</td>
</tr>
<tr>
<td>Seasonal Greens Superintendent</td>
<td>$25.59</td>
</tr>
<tr>
<td>Seasonal Golf Course Maint. Laborer A</td>
<td>$8.70 plus free golf**</td>
</tr>
<tr>
<td>Seasonal Golf Course Maint. Laborer B</td>
<td>$9.22 plus free golf**</td>
</tr>
<tr>
<td>Seasonal Golf Course Maint. Laborer C</td>
<td>$9.79 plus free golf**</td>
</tr>
<tr>
<td>Golf Maintenance Technician</td>
<td>$10.83 plus free golf**</td>
</tr>
<tr>
<td>Golf Course Clubhouse Attendant</td>
<td>$8.70 plus free golf**</td>
</tr>
<tr>
<td>Golf Course Clubhouse Attendant</td>
<td>$9.22 plus free golf**</td>
</tr>
<tr>
<td>Cart/Range Attendant</td>
<td>$8.70 plus free golf**</td>
</tr>
<tr>
<td>Cart/Range Attendant</td>
<td>$9.22 plus free golf**</td>
</tr>
<tr>
<td>Food Service Attendant (Golf)</td>
<td>$8.70 plus free golf**</td>
</tr>
<tr>
<td>Food Service Attendant (Golf)</td>
<td>$9.22 plus free golf**</td>
</tr>
<tr>
<td>Lifeguard A</td>
<td>$8.70</td>
</tr>
<tr>
<td>Lifeguard B</td>
<td>$9.22</td>
</tr>
<tr>
<td>Lifeguard C</td>
<td>$9.79</td>
</tr>
<tr>
<td>Concession/Ticket Window Attendant A</td>
<td>$8.70</td>
</tr>
<tr>
<td>Concession/Ticket Window Attendant B</td>
<td>$9.22</td>
</tr>
<tr>
<td>Recreation Leader</td>
<td>$8.70</td>
</tr>
<tr>
<td>Recreation Assistant</td>
<td>$8.70</td>
</tr>
<tr>
<td>Sports Instructor</td>
<td>$0.00 to $18.00</td>
</tr>
<tr>
<td>Dance/Fitness Instructor</td>
<td>$9.00 to $18.00</td>
</tr>
<tr>
<td>Assistant Pool Manager A</td>
<td>$10.58</td>
</tr>
<tr>
<td>Assistant Pool Manager B</td>
<td>$11.74</td>
</tr>
<tr>
<td>Pool Manager</td>
<td>$545.64</td>
</tr>
<tr>
<td>Assistant Law Director</td>
<td>$956.67</td>
</tr>
</tbody>
</table>

*These are confidential employees and are not in any bargaining unit.
**hours worked greater than 20 hours per week include a cart if available.
ORDINANCE NO. 3-20

AN EMERGENCY ORDINANCE REPEALING EXISTING CHAPTER 33.05 AND 33.08 AND ENACTING A NEW CHAPTER 33.05 AND 33.08 OF THE PIQUA CODE, RELATING TO EMPLOYEE POLICY

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

SEC. 1: Existing Chapter 33.05 and Chapter 33.08 of the Piqua Code is hereby repealed;

SEC. 2: Chapter 33.05 AND 33.08 of the Piqua Code (appended hereto as Attachment "A") is hereby enacted;

SEC. 3: This Ordinance shall take effect and be in force from and after January 1, 2020.

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

### Staff Report

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</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN EMERGENCY ORDINANCE REPEALING CHAPTER 33.05 AND 33.08 AND ENACTING A NEW CHAPTER 33.05 AND 33.08 OF THE PIQUA CODE, RELATING TO EMPLOYEE SICK LEAVE AND INSURANCE.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Catherine M. Bogan, Human Resources Director</td>
</tr>
<tr>
<td></td>
<td>Department: Human Resources</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent</td>
</tr>
<tr>
<td></td>
<td>☑ Ordinance</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td></td>
<td>☑ Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☑ Department Director,</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>This ordinance updates Chapter 33.05 of the Piqua Code to clarify sick leave accumulation for rehired employees. The update to 33.08 of the Piqua Code reflects an increase to the amount of Wellness dollars that can be earned by employees for completing established wellness activities.</td>
</tr>
<tr>
<td>(Includes description, background, and justification)</td>
<td></td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: Included in the 2020 appropriations</td>
</tr>
<tr>
<td>(Includes project costs and funding sources)</td>
<td>Expenditure $:</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Various</td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt Ordinance No. 3-20</td>
</tr>
<tr>
<td>(Include Deny/Approval Option)</td>
<td>2. Reject Ordinance No. 3-20 and provide staff with further direction</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Effective - January 1, 2020</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Chapter 33. Employee Sick Leave</td>
</tr>
<tr>
<td></td>
<td>Chapter 33. Employee Insurance</td>
</tr>
</tbody>
</table>
§ 33.05 SICK LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under § 33.15 of this chapter or any rehired employee that previously retired from the City of Piqua.

(A) For the purposes of this section, SICK LEAVE means the total sick time of an employee. Sick leave may include up to 960 hours of unused sick leave accumulated by a city employee during prior service with another political subdivision of the state.

(B) Regular full-time employees shall earn and accumulate sick leave credits on the basis of one and one-quarter days for each completed month of service. Regular part-time employees shall earn and accumulate sick leave credits on a pro rata basis. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work as approved by the City Manager. Subject to the limitations set forth below, unused sick leave shall be cumulative beyond the year in which it was earned.

(C) In addition to absences covered by the federal Family Medical Leave Act, sick leave may be used for absences due to injury, exposure to a contagious disease and illness in the employee’s immediate family. IMMEDIATE FAMILY means spouse, parent (natural, step or in-law), children or other relative living in the employee’s household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

(D) An employee with six or more years of service with the city may convert up to a maximum of five days in excess of 60 days accumulated sick leave for the purposes of vacation in any year. This conversion will be on the basis of one day of vacation for each one day of sick leave, without regard to when the sick leave was accumulated or credited. The employee may, at his or her option, have the same sick days converted instead into cash on the same one-for-one conversion basis by request prior to November 15. An employee hired after January 1, 2010 will not be permitted to convert sick leave to vacation.

(E) Employees hired prior to January 1, 2001, upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) will have sick leave paid as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Conversion Rate Based on Total Unused Sick Leave from the City of Piqua</th>
<th>Maximum Payable After Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 years</td>
<td>0</td>
<td>0 hours</td>
</tr>
<tr>
<td>8 - 15 years</td>
<td>8 hours for every 3 days</td>
<td>320 hours</td>
</tr>
<tr>
<td>16 - 25 years</td>
<td>8 hours for every 2 days</td>
<td>480 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>8 hours for every 1 day</td>
<td>960 hours</td>
</tr>
</tbody>
</table>
(F) Employees hired after December 31, 2000, upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) will have sick leave paid as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Conversion Rate Based on Total Unused Sick Leave from the City of Piqua</th>
<th>Maximum Payable After Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 years</td>
<td>0</td>
<td>0 hours</td>
</tr>
<tr>
<td>8 - 15 years</td>
<td>8 hours for every 3 days</td>
<td>160 hours</td>
</tr>
<tr>
<td>16 - 25 years</td>
<td>8 hours for every 2 days</td>
<td>240 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>8 hours for every 1 day</td>
<td>480 hours</td>
</tr>
</tbody>
</table>

(G) For employees hired before January 1, 2001, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day of total unused sick leave from the City of Piqua up to a maximum of 1,440 hours.

(H) For employees hired after December 31, 2000, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day of total unused sick leave from the City of Piqua up to a maximum of 720 hours.

(I) For employees hired after January 1, 2010, conversion of unused sick leave credited to employees who receive retirement or death benefits (only) shall be on the basis of one day for each one day of total unused sick leave from the City of Piqua up to a maximum of 480 hours.

('97 Code, § 31.05) (Ord. 53-87, passed 10-5-87; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 35-94, passed 7-18-94; Am. Ord. 33-00, passed 10-2-00; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 31-06, passed 12-4-06; Am. Ord. 13-08, passed 5-5-08; Am. Ord. 21-09, passed 12-7-09; Am. Ord. 1-14, passed 1-21-14; Am. Ord. 20-14, passed 12-16-14; Am. Ord. 15-18, passed 11-20-18; Am. Ord. 1-19, passed 2-5-19)
§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15. of this chapter.

The city will provide health insurance benefits including dependent coverage. The benefits will include a high deductible health plan (HDHP) and, at the employee’s option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have “network” deductibles of $2,000 for individual coverage and $4,000 for family coverage.

(B) Employee HSA accounts will be funded by the City in the amount of $1,000 for individual coverage and $2,000 for employee + spouse, employee + child(ren), and family coverage for the 2020 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of $1,000 for individual coverage and $2,000 for family coverage for the 2020 plan year, by funding the entire amount each year in January.

An employee may be reimbursed up to a maximum of $1,000 $1400 if on a family plan and $500 $700 for a single plan each calendar year. The employee and not the family member must participate in the activities below to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by the City and identified by the health insurance provider for eligibility carrier as a wellness initiative.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee’s HSA (or HRA) account and not directly to the employee.

Reimbursement eligibility: The following activities are eligible for reimbursement. Additional activities may be approved by the City during the plan year for reimbursement.

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Amount Reimbursed</th>
<th>Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biometric Screening Event</td>
<td>$400</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Health Risk Assessment</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Wellness Coaching</td>
<td>$100</td>
<td>Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for</td>
</tr>
<tr>
<td></td>
<td></td>
<td>reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Activity</td>
<td>Cost</td>
<td>Eligibility</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Registering on health insurance website</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Flu Shot</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Exercise</td>
<td>$100</td>
<td>90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR</td>
</tr>
<tr>
<td>BP of less than 130/80</td>
<td>$200</td>
<td>To qualify for reimbursement, the employee must meet two of the three categories.</td>
</tr>
<tr>
<td>Cholesterol of less than 200 mg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMI of less than 25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Medications</td>
<td>$100</td>
<td>Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.</td>
</tr>
<tr>
<td>Prescription Medications</td>
<td>$50</td>
<td>Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.</td>
</tr>
<tr>
<td>Annual Basic Physical</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Cessation Program</td>
<td>$100</td>
<td>Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee’s tenure.</td>
</tr>
<tr>
<td>Competitive Events</td>
<td>$50-5k</td>
<td>The triathlon must include 3 events and at least a 5k run. The tough mudder and Spartan event must</td>
</tr>
<tr>
<td></td>
<td>$100 - 10k</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>triathlon; Half Marathon; $250 – tough mudder; Spartan Event</td>
<td>include a minimum of a 10 mile course. Proof of registration and completion must be submitted. A maximum of $500 can be earned in this category by one event or any combination thereof per calendar year.</td>
<td></td>
</tr>
</tbody>
</table>

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. For the 2020 plan year, an employee will contribute 15% of the City’s total cost of purchasing the employee’s HDHP and funding the employee’s HSA or HRA, by bi-weekly payroll deduction.

(E) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2020) of $2,000 for those eligible for employee + spouse, employee + child(ren), and family coverage and $1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed $180,000) base salary (as of January 1st) for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Public Works Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief, and $75,000 for all other employees.

(‘97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11; Am. Ord. 5-12, passed 2-21-12; Am Ord. 27-12, passed 12-18-12; Am. Ord. 1-14, passed 1-21-14, Am Ord. 20-14, passed 12/16/14, Am Ord. 14-15, passed 12/15/15, Am Ord 17-16 passed 12/20/16, Am Ord 3-17 passed 2/21/17, Am Ord 13-17, passed 12-19-17; Am Ord. 15-18, passed 11/13/2018; Am. Ord. 18-18, passed 12-18-18; passed 12-17-19
ORDINANCE NO. 4-20

AN ORDINANCE REQUESTING THE REPLAT OF SEVERAL LOTS NORTH OF WOOD STREET, THE VACATION OF A PORTION OF ALLEY RIGHT-OF-WAY AND THE DEDICATION OF NEW PUBLIC RIGHT OF WAY

WHEREAS, pursuant to the City of Piqua Code of Ordinances Section 151.30 to 151.35, the Planning Commission has taken action on a plat that includes the replat of several lots north of Wood Street, the vacation of unimproved alley public right of way and the dedication of improved alley public right-of-way, as shown in Exhibit A, attached; and,

WHEREAS, notice of a public hearing advertised the time and place of the presentation of the proposed plat for consideration before the Planning Commission; and

WHEREAS, the Planning Commission met at in open sessions and took public comment regarding the proposed plat; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the replat of the lots, the vacation of unimproved alley public right of way and the dedication of improved alley public right of way, as shown in Exhibit A, attached; and,

WHEREAS, pursuant to the City of Piqua Code of Ordinances Section 151.30 to 151.35, when the Planning Commission recommends the approval of a plat including the dedication of public right of way it shall be referred to the City Commission for final acceptance.

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: This Commission hereby approves the replat of several lots north of Wood Street, the vacation of unimproved alley public right of way and the dedication of improved alley public right-of-way, as shown in Exhibit A, attached.

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

KIRK LEE, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Kathryn Hinds
Commissioner Chris Grissom
**Commission Agenda**  
**Staff Report**

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<tbody>
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<td>AN ORDINANCE REQUESTING THE REPLAT OF SEVERAL LOTS NORTH OF WOOD STREET, THE VACATION OF A PORTION OF ALLEY RIGHT-OF-WAY AND THE DEDICATION OF NEW PUBLIC RIGHT OF WAY</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director</td>
</tr>
<tr>
<td>Development Department</td>
<td></td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☐ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager</td>
</tr>
<tr>
<td>☒ Development Director</td>
<td>☒ Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The applicant has requested to replat several lots. This request also includes the vacation of a portion of alley public right-of-way and dedication of new public right-of-way.</td>
</tr>
<tr>
<td>(Description, background, justification)</td>
<td>St. Mary’s Development seeks to build a multifamily project on the site, and needs to replat to create a larger site to build on. This site, located next to the bike path connection to the Southview Neighborhood, is currently a vacant gravel lot, the Wood Street Community Center building and an aging structure.</td>
</tr>
<tr>
<td></td>
<td>The right-of-way to be vacated is currently unmarked and unimproved. The right-of-way to be dedicated will reconnect the alley parallel to and just north of Wood Street back to Wood Street with a North-South connector. While the piece of land to be vacated is unimproved, the ROW to be accepted will be paved as an alley by the developer, creating a stronger alley network connection north of Wood Street.</td>
</tr>
<tr>
<td></td>
<td>Staff recommends approval of this ordinance.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $:</td>
</tr>
<tr>
<td>(Project costs and funding sources)</td>
<td>Expenditure $:</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>NA</td>
</tr>
<tr>
<td>Narrative:</td>
<td>Approving the ordinance will allow for the construction of a multifamily development and a new alley connection at a zero net expense to the City of Piqua.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Pass the ordinance to approve the replat, the dedication of alley ROW and the vacation of unimproved ROW.</td>
</tr>
<tr>
<td>(Include deny /approval option)</td>
<td>2. Deny the ordinance.</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-12-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND VALLEY
ASPHALT CORP. AS THE SECONDARY SUPPLIER OF 404 ASPHALT FOR THE
2020 STREET AND ALLEY MAINTENANCE PROGRAM

WHEREAS, on December 4, 2019 the Purchasing Analyst publically advertised
for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on December 19, 2019
resulting in the tabulation of bids as listed in 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: A purchase order is hereby authorized to Barrett Paving Materials
Inc. as the primary supplier of 404 asphalt pursuant to the bid specifications;

SEC. 2: A purchase order is hereby authorized to Valley Asphalt Corp. as
the secondary supplier of 404 asphalt pursuant to the bid specifications should the
primary supplier not be able to meet the demands of the City of Piqua;

SEC. 3: The Finance Director certified that funds are available or
anticipated to come into the City treasury and is hereby authorized to draw her warrant
from time to time on the appropriate account of the city treasury in payment according to
contract terms, not exceeding a total of $300,000 between both the primary and the
secondary supplier;

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

KRISS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt

__________________________
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND VALLEY ASPHALT CORP. AS THE SECONDARY SUPPLIER OF 404 ASPHALT FOR THE 2020 STREET AND ALLEY MAINTENANCE PROGRAM</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Brian Brookhart, Public Works Director  
Department: Public Works |
| AGENDA CLASSIFICATION | ☑ Consent  
☑ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☒ Asst. City Manager/Finance  
☒ Department Director  
☐ Law Director |
| BACKGROUND | In December of 2019, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on December 19, 2019 and the bid tabulation is shown as “Exhibit A.”  
In the past, we have purchased asphalt from both Barrett Paving and Valley Asphalt depending on who had the mix available that we needed at any given time. We do use more 404 asphalt than 402 and Barrett Paving was a little less expensive on this type. Therefore, similar to last year, we would like to issue a Purchase Order to both Barrett Paving & Valley Asphalt for the purchase of 404 asphalt to ensure that asphalt will be available to the City when it is needed. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $300,000  
Expenditure $: $300,000  
Source of Funds: Street Department O&M (101-113-850-7408)  
Narrative: This item is purchased each year for street paving and resurfacing projects. $300,000 was budgeted for this work in the 2020 budget. Based upon the unit bid prices, the Street Department anticipates completing as many patches and resurfacing projects as possible up to the $300,000. |
| OPTIONS | 1. Approve the Resolution R-12-20 and continue with our 2020 Street Maintenance Program.  
2. Do not approve the Resolution R-12-20, which in turn would mean no in-house paving.  
3. Contract out all the patching and resurfacing, which would result in less being done for $300,000. |
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>Work will be completed in 2020.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the Resolution R-12-20 to allow the Street Department to continue with our ongoing Street Maintenance Program.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>IFB #1946 Bid Tabulation – Exhibit A</td>
</tr>
</tbody>
</table>
### CITY OF PIQUA, OHIO

**Bld Tabulation for IFB 1946**  
Opened 12-19-19 at 2:00 p.m.

**Exhibit A**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All prices are per ton</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>402 Asphalt</td>
<td></td>
<td></td>
<td>$128.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>404 Asphalt</td>
<td></td>
<td></td>
<td>$128.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Cold Patch</td>
<td>$145.00</td>
<td></td>
<td>$128.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>304 Stone</td>
<td>$9.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>411 Stone</td>
<td>$9.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2 Stone</td>
<td>$10.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#57 Stone</td>
<td>$13.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Sand</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewal option for 2021</td>
<td>NO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cold Patch**  
Moraine Plant Only for cold patch  
1901 Dryden Rd, Dayton  
or 1750 W. Statler Rd., Piqua

Price Includes Delivery  
23 Ton Min. Order
RESOLUTION NO. R-13-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIRE OFFICERS)

WHEREAS, the City of Piqua and the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) negotiated and have tentatively agreed to enter into a collective bargaining agreement effective January 1, 2020 through December 31, 2022 for the fire officers.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) for the fire officers and for the terms as substantially attached hereto from January 1, 2020 through December 31, 2022.

SEC. 2. The Human Resources Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

KAGRIS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt

________________________
________________________
________________________
________________________
________________________
## Commission Agenda
### Staff Report

**Meeting Date:** JANUARY 21, 2020

**Report Title:** A resolution authorizing the City Manager to enter into a collective bargaining agreement with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)

**Submitted By:**
Name & Title: Catherine M. Bogan, Human Resources Director  
Department: Human Resources

**Agenda Classification:**
- ☑ Consent
- ☑ Ordinance
- ☑ Resolution
- ☐ Regular

**Approvals/Reviews:**
- ☑ City Manager
- ☑ Asst. City Manager/Development
- ☐ Director
- ☐ Other:
- ☑ Asst. City Manager/Finance
- ☐ Law Director

**Background:**
This resolution replaces the IAFF (Officers) contract which expired 12/31/2019 and will be in effect until 12/31/2022.

**Budgeting and Financial Impact:**
( Includes project costs and funding sources)
- Budgeted $:
- Included in the 2020 appropriations
- Expenditure $:
- Source of Funds:
- Various

**Options:**
(Include Deny/Approval Option)
1. Adopt Resolution No. R-13-20
2. Reject Resolution No. R-13-20 and provide staff with further direction
3. 
4. 

**Project Timeline:**
Effective - January 1, 2020

**Reason for Selecting Consultant/Company:**
N/A

**Attachments:**
- Summary of Contract Changes
AGREEMENT

BETWEEN

THE CITY OF Piqua

AND

Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)

January 1, 2020 – December 31, 2022
RESOLUTION NO. R-14-20
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIREFIGHTERS)

WHEREAS, the City of Piqua and the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) have negotiated a tentative a collective bargaining agreement effective January 1, 2020 through December 31, 2022 for the firefighters.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) for the firefighters and for the terms as substantially attached hereto from January 1, 2020 through December 31, 2022.

SEC. 2. The Human Resources Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

__________________________
KRIS LEE, MAYOR

PASSED: _______________________

ATTEST: _______________________
KAREN 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
**Commission Agenda**  
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>JANUARY 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIRE FIREFIGHTERS)</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Catherine M. Bogan, Human Resources Director  
Department: Human Resources |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☑ Asst. City Manager/Development  
☐ Asst. City Manager  
☐ Law Director  
☐ Department Director;  
☐ Other: |
| BACKGROUND | (Includes description, background, and justification)  
This resolution replaces the IAFF (Firefighters) contract which expired 12/31/2019 and will be in effect until 12/31/2022. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: Included in the 2020 appropriations  
Expenditure $:  
Source of Funds: Various  
Narrative: |
| OPTIONS | (Include Deny/Approval Option)  
1. Adopt Resolution No. R-14-20  
2. Reject Resolution No. R-14-20 and provide staff with further direction  
3.  
4. |
| PROJECT TIMELINE | Effective - January 1, 2020 |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS | Summary of Contract Changes |
AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL UNION 252
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO-CLC

1/1/2020 – 12/31/2022
RESOLUTION NO. R-15-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE

WHEREAS, the City of Piqua and the Fraternal Order of Police (FOP) have negotiated a tentative collective bargaining agreement effective January 1, 2020 through December 31, 2022.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) for the officers and for the terms as substantially attached hereto from January 1, 2020 through December 31, 2022.

SEC. 2. The Human Resources Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

______________________________
KRIS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>JANUARY 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Catherine M. Bogan, Human Resources Director  
                      Department: Human Resources |
| AGENDA CLASSIFICATION | ☒ Consent  
                        ☐ Ordinance  
                        ☒ Resolution  
                        ☐ Regular |
| APPROVALS/REVIEWS  | ☒ City Manager  
                      ☒ Asst. City Manager/Development  
                      ☐ Asst. City  
                      ☐ Law Director |
| BACKGROUND         | This resolution replaces the FOP contract which expired on 12/31/2019 and will be in effect until 12/31/2022. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: Included in the 2020 appropriations  
                                   Expenditure $:  
                                   Source of Funds: Various  
                                   Narrative: |
| OPTIONS            | 1. Adopt Resolution No. R-15-20  
                        2. Reject Resolution No. R-15-20 and provide staff with further direction  
                        3.  
                        4. |
| PROJECT TIMELINE    | Effective - January 1, 2020 |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS        | Summary of Contract Changes |
AGREEMENT
BETWEEN
CITY OF PIQUA, OHIO
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
1/1/20 - 12/31/22
RESOLUTION NO. R-16-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION

WHEREAS, the City of Piqua and the Ohio Patrolmen’s Benevolent Association have negotiated a tentative a collective bargaining agreement effective January 1, 2020 through December 31, 2022.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the Ohio Patrolmen’s Benevolent Association for the deputy police chiefs and lieutenants for the terms as substantially attached hereto from January 1, 2020 through December 31, 2022.

SEC. 2. The Human Resources Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

________________________________________
KRIS LEE, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
KAREN S. JENKINS
CITY COMMISSION CLERK

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

Mayor Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
**Meeting Date**: January 21, 2020

**Report Title**: A resolution authorizing the City Manager to enter into a collective bargaining agreement with the Ohio Patrolmen's Benevolent Association

**Submitted By**: Catherine M. Bogan, Human Resources Director

**Department**: Human Resources

**Agenda Classification**: 
- [ ] Consent
- [ ] Ordinance
- [x] Resolution
- [ ] Regular

**Approvals/Reviews**: 
- [x] City Manager
- [x] Asst. City Manager/Finance
- [ ] Law Director
- [ ] Department Director;
- [ ] Other:

**Background**: This resolution replaces the OPBA contract which expired 12/31/2019 and will be in effect until 12/31/2022.

**Budgeting and Financial Impact**: 
- **Budgeted $**: Included in the 2020 appropriations
- **Expenditure $**: 
- **Source of Funds**: Various
- **Narrative**: 

**Options**

1. Adopt Resolution No. R-16-20
2. Reject Resolution No. R-16-20 and provide staff with further direction
3. 
4. 

**Project Timeline**: Effective - January 1, 2020

**Reason for Selecting Consultant/Company**: N/A

**Attachments**: Summary of Contract Changes
AGREEMENT
BETWEEN
CITY OF PIQUA, OHIO
AND
OHIO PATROLMEN’S BENEVOLENT ASSOCIATION
1/1/2020 – 12/31/2022
RESOLUTION NO.  R-17-20

A RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF PARCEL NO.
N44-250063

WHEREAS, the City of Piqua owns the property of Parcel No. N44-250063,
commonly known as 158 R.M. Davis Parkway (R. M. Davis Water Tower); and

WHEREAS, said property has adequate area for additional infrastructure; and

WHEREAS, NKTelco has interest in leasing a portion of said property for
telecommunications infrastructure,

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 enter into the lease
for a portion of the Parcel No. N44-250063 identified in Exhibit B for an amount of
$1,000 annually, substantially in accordance with the attached Lease Agreement for
a period of twenty-five years.

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

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

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF PARCEL NO. N44-250063</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Dean Burch, Information Technology Director</td>
</tr>
<tr>
<td></td>
<td>Department: Information Technology</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>Ordinance</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>City Manager</td>
</tr>
<tr>
<td></td>
<td>Law Director</td>
</tr>
<tr>
<td></td>
<td>Department Director: Water Superintendent</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The subject property has been identified as a suitable location for a telecommunications utility hut for NKTelco. The City entered into an agreement to lease fiber to NKTelco in January 2017 in order to serve businesses and residents. The subject property is a portion of the R.M. Davis Water Tower property (N44-250063). The telecommunications utility hut to be installed is part of NKTelco’s plans to support the buildout of their fiber network. The telecommunications hut will be similar to the hut installed at Roadside Park and to the hut to be installed on the Upper Valley Career Center property. The lease includes wording that allows the lease to be amended should the fiber lease agreement between the City of Piqua and NKTelco be terminated. As part of this lease, NKTelco agrees to extend the City of Piqua’s fiber to the R.M. Davis Water Tower at no cost to the City.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $:</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $0</td>
</tr>
<tr>
<td></td>
<td>Source of Funds:</td>
</tr>
<tr>
<td></td>
<td>Narrative:</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the lease.</td>
</tr>
<tr>
<td></td>
<td>2. Deny the resolution and deny the lease.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>February 2020</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approved the proposed resolution.</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>REASON FOR SELECTING</td>
<td></td>
</tr>
<tr>
<td>CONSULTANT/COMPANY</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Resolution, lease agreement</td>
</tr>
</tbody>
</table>
158 RM DAVIS PARKWAY, PIQUA, OHIO 45356
LEASE AGREEMENT

THIS LEASE AGREEMENT (herein “Lease”), is made by and between The City of Piqua, an Ohio Municipal Corporation (herein “City”) whose address is 201 West Water Street, Piqua, Ohio 45356 and NKTelco (Tenant”), whose address is 301 West South Street, New Knoxville, Ohio 45871.

PREMISES.
City, in consideration of the payments to it by Tenant of the rents herein contained, which Tenant agrees to timely pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby lease to Tenant:

The real estate identified in Miami County, Ohio with Property Identification Number N44-250063 (shown in Exhibit A) includes the defined portion of land shown by outlined black box in Exhibit B, building and improvements together with all easements and appurtenances belonging or in anyway appertaining thereto, whether public or private, and all rights of the City in and to any public or private thoroughfares or roadways abutting the above described property are hereinafter referred to as the “Leased Premises” or Premises”.

TERM.
The Term of this Lease shall begin upon execution and shall automatically renew beginning on February 1, 2020, on a calendar year basis for a period of twenty-five (25) years unless terminated by either party with a ninety (90) day written notice.

IMPROVEMENTS TO LEASED PREMISES AND OPERATION.
Tenant agrees to accept the Premises in its present "as-is" condition, subject to the representations and warranties contained in this Lease. Any improvements to the Premises shall become the benefit of the City. However, any structures or fixtures added, subject to ALTERCATIONS AND CAPITAL IMPROVEMENTS, shall remain the property of the Tenant and shall immediately be removed by the Tenant upon termination of this Lease unless the parties negotiate otherwise. It is Tenant’s responsibility to ensure that all improvements comply with all Local zoning and planning codes and any other applicable national or state code requirement and acquiring any required permits.

Prior to operation of any facility constructed on the Premises, the City shall be provided a copy of any required license and/or permit for the operation.

Tenant may access leased property via public improvements leading to the site as needed for operations.

LEASE PAYMENT
Beginning on February 1, 2020, Tenant agrees to issue Landlord annual rent One Thousand Dollars ($1,000).

UTILITIES; SERVICES.
Tenant, at its sole cost and expense shall be responsible for providing the Leased Premises with all utilities and services, including janitorial and landscape services.
REPAIR AND CARE OF PREMISES.
Tenant shall, at its expense, maintain the Leased Premises and buildings and improvements and appurtenances thereto in as good order and condition as at the commencement of this Lease, reasonable use and ordinary wear and tear excepted; and Tenant shall make any and all repairs, replacements and improvements, foreseen or unforeseen, necessary for such purpose. Tenant shall not call upon City to make any such repairs or replacements, this being a net lease and the intention of the parties being that the rental to be received by the City shall be free of any expense in connection with the care, maintenance, operation or repair of the Premises or of the improvements and appurtenances located thereon; provided, however, that Tenant shall not be required to make any structural or capital repairs to the Premises during the final year of any Lease terms unless Tenant (and as the case may be, the City and Tenant mutually agree and consent) has exercised its option to renew the Lease for an additional term.

In the event that Tenant terminates this lease, any or all said structures, appurtenances, equipment and signs or affixed to the structures and Premises not removed within one hundred eighty (180) calendar days may, at the City’s sole option, be considered abandoned by the Tenant and become the property of the City. (Just note that the 180 day period runs from the date of termination).

ALTERATIONS AND CAPITAL IMPROVEMENTS.
Tenant shall have the right to make such alterations or capital improvements to the Premises as Tenant deems necessary; provided, however, that Tenant shall make no structural alterations or improvements reasonably estimated to cost more than one hundred thousand dollars ($100,000) nor exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of City, which approval shall not unreasonably be withheld. City shall have no obligation to reimburse Tenant for any cost of alterations or capital improvements. Tenant accepts the Premises in an “as-is” condition.

Tenant shall also have the right to install, attach, affix or otherwise place in or upon the Premises any and all structures, appurtenances, equipment and signs deemed by it to be necessary for its proper use of the Lease Premises provided conformance with all applicable laws and regulations.

In the event of termination or expiration of this lease, any or all said improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises not removed within 180 calendar days may, at the City’s sole option, be considered abandoned by the Tenant and become the property of the City.

REAL ESTATE TAXES; ASSESSMENTS.
Tenant shall pay all taxes (collectively the “tax”), including assessments (including public or private storm water, water, sewer and special lighting assessments), assessed, levied, confirmed, or imposed during the term of this Lease whether or not now customary or within the contemplation of City and Tenant.

RIGHTS RESERVED TO CITY.
City shall have the following rights exercisable with notice and without liability to Tenant:

To have access to the Leased Premises at reasonable times and for reasonable purposes provided City notifies Tenant at least twenty-four (24) hours prior to City’s coming onto the Lease Premises.
However, City should not be required to give such prior notice in the event of an emergency. Access to the Lease Premises does not include access to any secured fixture or structure without Tenant accompanying the City.

INSURANCE.

(a) Tenant shall keep the Premise at all times insured against loss by fire or other casualty under an “All-Risks” policy of insurance in an amount equal to its replacement cost or pursuant to an “agreed amendment” endorsement and which also includes loss of rents coverage. Tenant shall at all times and at its costs maintain public liability insurance on the Leased Premises with minimum amounts of $1 million combined single limit with a $3 million aggregate. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. City may also maintain umbrella liability insurance in a reasonable amount as determined by City. Upon request, Tenant shall deliver copies or certificates of insurance to evidence coverage.

(b) Tenant shall at all times and at its cost maintain comprehensive general liability insurance (including contractual liability and broad form property damage coverage) on the Lease Premises with limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Such liability policies shall carry both the names of the City and Tenant as the name insured and Tenant shall provide City with a Certificate of Insurance to evidence coverage. The Certificate of Insurance shall specifically contain the following language:

   (i) “The City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance to the Additional Insureds.”

(c) Each party hereto, on its own behalf and on behalf of its respective property insurers, hereby waives all liability and corresponding rights of subrogation against the other to the extent that the party suffering any loss is or would be insured by business interruption insurance or by “All-Risk” policy of property insurance in the amount of the replacement value of the property owned by the respective party.

WARRANTY OF QUIET ENJOYMENT.
Tenant, upon paying the rents and keeping and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy and enjoy said Premises during said term or any renewal thereof without any let, hindrance or interruption by City or any persons lawfully claiming under City.

ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not voluntarily assign or sublet all or any portion of its interest in this Lease or in the Leased Premises without obtaining the prior written consent of City, which consent may not be unreasonably withheld or delayed. Any such attempted assignment or subletting without such consent shall be null and void and of no effect and subject this Lease to immediate termination by the City.
(b) A merger, acquisition or other sale or purchase shall be indicated in writing to the City as soon as can be legally disclosed. The City shall have sole authority to decide if the new entity shall continue in the Lease or Lease shall be terminated.

FIRE OR OTHER CASUALTY.
Should the structures located on the Lease Property be damaged or destroyed by any case and such damage or destruction be of such a nature that it may be repaired or restored within a period of one year after the occurrence, then this Lease shall not terminate but it shall be the obligation of Tenant to repair or restore the Premise as nearly as possible to its condition prior to such damage or destruction and the Tenant shall proceed promptly to make such repairs or restoration. Should the damage or destruction be of a character that will not, in an independent engineer's or contractors' reasonable estimate, permit repair or restoration of the Leased Premises, within the period of one year after the occurrence thereof, Tenant shall notify City within thirty (30) days after the occurrence. In the event that it is determined that restoration cannot occur within the one year period, then the City shall have the right to cancel the unexpired term of this Lease upon giving written notice. In the event that City does not cancel the unexpired terms of the Lease aforesaid, Tenant shall repair and restore the Premise as set forth above.

EMINENT DOMAIN.
If less than the whole of the Leased Premises or any structures thereon shall be taken by any public authority under the power of eminent domain, (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation) but Tenant can continue to operate its business, this Lease shall not terminate.

If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation), or less than the whole of the Lease premises shall be so taken or transferred but Tenant in its reasonable discretion does not believe it can continue to operate its business, then the term of this Lease shall cease as of the day possession shall be taken by such public authority. The entire amount awarded for any total or partial taking under the power of eminent domain including, but not limited to, any award for consequential damages, shall belong to and be the property of the City, and Tenant hereby assigns to City all of Tenant's rights to any portion thereof, except any award made for the loss of its leasehold interest, made solely to compensate Tenant on account of Tenant's interruption of business, Tenant's cost of moving to a different location, and the replacement cost or removal cost of Tenant's equipment and personal property, which shall be the property of Tenant.

The City has the ability to terminate the Lease without eminent domain but other public authorities may have the ability to exercise eminent domain action.

WAIVER.
No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any subsequent breach of such covenants and agreements or to authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

NOTICES.
All notices required under this Lease to be given to Tenant may be given to it at General Manager, NKTelco, 301 W South St, PO Box 219, New Knoxville, Ohio 45871 or such other place as Tenant may
designate in writing. Any such notice to be given to City under this Lease shall be given to it at City Manager, City of Piqua, 201 West Water St, Piqua, Ohio 45366, or at such other place as City may designate in writing. All notices shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested. Notice shall be effective when received or if mailed, on the third (3rd) day after being mailed.

SUBORDINATION, NON-DISTURBANCE.
With respect to future mortgage lenders, Tenant shall not be required to subordinate the priority of its lease or attorn to such lender unless: (i) such lender agrees to execute a reasonable non-disturbance agreement that will prevent such lender from terminating the Lease as long as Tenant is not in default hereunder; and (ii) provides loan proceeds which will be used in connection with the Leased Premises and any structures thereon.

COOPERATION.
The City and Tenant understand and recognize that mutual cooperation and assistance will be needed to properly implement the provisions of this Lease. Each party agrees to cooperate with the other to the extent reasonably necessary or desirable to effectuate the provisions of this Lease.

RISK OF LOSS TO PERSONAL PROPERTY.
All fixtures installed by Tenant and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the lease Premises belonging to Tenant, shall be at Tenant’s sole risk and City shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City’s employees, agents or independent contractors negligences was the sole proximate cause of such damage or loss.

REDELIVERY OF PREMISES.
Tenant shall, upon the expiration of this Lease, deliver up the Leased Premises in good condition as it now is or may be put by City, free of all hazardous or toxic materials used, placed, or stored in the leased Premises by Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, condemnation or appropriation excepted.

EXAMINING AND EXHIBITING PREMISES.
Within six (6) months from the date of the expiration of the Lease, City or its authorized agent shall have the right to enter the Leased Premises at all reasonable times after twenty-four (24) hours advance notice for the purpose of exhibiting the same to prospective tenants.

CLEANLINESS OF PREMISES.
Tenant will keep the interior and exterior of the Leased Premises in a safe, clean condition and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises.

SIGNS.
Tenant may install a sign or signs on the Leased Premise provided it obtains all necessary permits from government authorities, and provided that any signs affixed to any structure do not in any way damage the structures and comply with all city code requirements.

INTERRUPTION OF SERVICE.
City does not warrant that any utility service or other services to be provided by the City will be free from interruption due to causes beyond City’s reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs the same shall not be deemed an eviction or disturbance to Tenant’s use and possession of the Leased Premises nor render City liable to Tenant for damage by abatement of rent or otherwise not shall the same relieve Tenant from performance of Tenant’s obligations under this lease.

DEFAULTS AND REMEDIES.

(a) Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

(i) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from City; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such a nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.

(b) Remedies. Upon the occurrence of any event of default set forth herein, the City shall have the following rights and remedies, in addition to those allowed by law, and one or more of which may be exercised without further notice to or demand upon Tenant: City upon notice to Tenant may terminate with Lease as of the date of such default, in which event; (i) neither Tenant not any person claiming under on through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to City; (ii) City may re-enter the Leased Premises and dispossess Tenant or any other occupants of the leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which City may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Tenant will remain liable to City for damages in an amount equal to the rent and other sums that would be owing by Tenant under this Lease.

AUTHORITY.
The persons executing this Lease on behalf of City hereby covenant and warrant that: City is a duly constituted political subdivision of the state of Ohio; and such persons are duly authorized by law and its City Commission to execute and deliver this Lease on behalf of the City.

SEVERABILITY.
If any clause or provision of this Lease is illegal, invalid or unenforceable, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause as a provision as may be possible and be legal, valid and enforceable. If such invalidity is, in the sole determination of City, essential to the rights of both parties, City has the right to terminate this Lease on written notice to Tenant.

FORCE MAJEURE.
Neither party shall be liable to the other for breach of this Lease if the breach is caused by circumstances beyond its reasonable control, including, without limitation, acts of God; fire, flood,
earthquake or other natural disaster, war, riot or civil disobedience; governmental action or inaction, and strikes, lockouts, picketing or other labor dispute.

TIME IS OF THE ESSENCE.
Time is of the essence with regard to the terms and provisions of this Lease.

INDEMNIFICATION.
(a) Tenant does hereby agree to indemnify, defend and save harmless the City from all losses, costs, damages and expenses (including fines, penalties, and attorneys' fees) resulting from any claim, demand, liability, obligation, right or cause of action, including, but not limited to, governmental action (collectively, "Claims") that are asserted against or incurred by City or the Premises (a) as a result of Tenant's breach of this Lease or any representation, warranty, or covenant hereof; or (b) arising out of the operations or activities or presence of Tenant, its employees, representatives, agents, contractors or customers at the Premises ("Tenant's Indemnified Matters").

(b) City does hereby agree to hold harmless Tenant from all Claims that are asserted against or incurred by Tenant or the Premises (a) as a result of City's breach of this Lease or any representation, warranty or covenant hereof; (b) arising out of the operations or activities or presence of the City or any agent of the City, other than Tenant, its employees, representatives, agents or contractors, at the Premises prior to the date of this Lease; or (c) arising from environmental conditions or violations or Environmental Laws at the Premises, including, without limitation, the presence of Hazardous Substances at, on, or under the Premises, provided that such environment condition or violation was based on something other than Tenant's Indemnified Matters. City hereby waives and releases Tenant from any and all Claims, known and unknown, foreseen or unforeseen, which exist or which may arise under common or statutory law, including CERCLA or any other statutes now or hereafter in effect, other than those arising as a result of Tenant's indemnified Matters.

(c) Should the agreement of fiber lease end between City of Piqua and NKTelco this lease agreement may terminated with a 30-day notice by the City of Piqua.

(d) NKTelco agrees to extend the City of Piqua's fiber to the Water Tower as a part of this agreement free of charge to the City.

Signature page to follow.
IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the 
________________ day of _________________________, 2019.

WITNESS

__________________________

Landlord:
City of Piqua
By: _________________________
Gary A. Huff, City Manager

__________________________

Date: _________________________

WITNESS

__________________________

Tenant:
NKTelco
By: _________________________

__________________________

Date: _________________________

APPROVED AS TO FROM:

__________________________
Exhibit A - Boundary Survey Map
Exhibit B - Defined Portion of Parcel to be Leased