REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 1, 2020
6:00 PM
COMMISSION CHAMBER–2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO  45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL OF PIQUA CITY COMMISSION

PROCLAMATION: GASTROPARESIS AWARENESS MONTH

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the August 18, 2020 Regular Piqua City Commission Meeting

2. RES. NO. R-106-20
   A Resolution establishing “Trick or Treat/Beggars’ Night” in the City of Piqua

NEW BUSINESS

3. RES. NO. R-107-20
   A Resolution approving the tax rates for the City as determined by the Miami County Budget Commission

4. RES. NO. R-108-20
   A Resolution authorizing a contract with Fifth Third Bank, JP Morgan Chase Bank, N.A., U.S. Bank, N.A., Park National Bank and Mutual Federal to serve as a depository for public funds

5. RES. NO. R-109-20
   A Resolution authorizing the lease of City owned real estate

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.)

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION

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

ADJOURNMENT
MINUTES
REGULAR PIQUA CITY COMMISSION
Tuesday, August 18, 2020
6:10 p.m.

Piqua City Commission met at 6:10 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street following the Joint Meeting with the Washington Township Trustees, during which Mayor Lee informed that this meeting is a Zoom meeting as well as a YouTube live meeting and that we have one person engaged in the Zoom meeting. Mayor Lee called the meeting to order.

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

PROCLAMATION - HONORING THE LIFE OF KENNETH CORNELL THORPE
Mayor Lee issued a Proclamation honoring Kenneth Cornell Thorpe, a former Piqua athlete from the 1950's and an honorable man who passed away on July 3, 2020, establishing Tuesday, August 18 as Kenneth Cornell Thorpe Day.

SUMMER RESIDENCE PRIDE AWARDS:
Mayor Lee recognized the following property owners which have received the Summer Residence Pride Award. No recipient was in attendance at the Commission meeting to receive the award.

Crystal & Shane Cantrell
Rita & Roger Queen
Lucille & Dennis Myers
Diana & Edwin Benton
536 S. WAYNE STREET
907 YOUNG STREET
701 COTTAGE AVENUE
721 BROADWAY STREET

CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the minutes from the July 7, 2020 Regular Piqua City Commission Meeting and the July 21, 2020, July 29, 2020 and the August 4, 2020 Special Commission Meetings

RES. NO. R-97-20
A Resolution of Appreciation for the Public Service of Jonathan A. Stevens as a City Employee

Mr. Stevens was present to accept his Resolution of Appreciation

RES. NO. R-98-20
A Resolution of Appreciation for the Public Service of Candace L. Etter as a City Employee

Candace Etter was present to accept her Resolution of Appreciation

Commissioner Grissom moved for the approval of the Consent Agenda; motion was seconded by Commissioner Pearson. Motion to approve the Consent Agenda was carried unanimously, Mayor Lee declared the Consent Agenda approved

NEW BUSINESS

RES. NO. R-99-20
A Resolution authorizing a purchase order to Cargill, Incorporated for the purchase of road salt for the Street Department

Brian Brookhart, Public Works Director presented the staff report

Mayor Lee asked for any questions or comments from the Commission

Commissioner Fogt asked what drove the salt price down
Mr. Brookhart stated that drop was due to supply and demand of the seasons
Commissioner Hinds inquired if we are purchasing the same amount as last year.
Mr. Brookhart confirmed that is was.
Commissioner Pearson inquired if the salt will be used along with chemicals.
Mr. Brookhart stated yes, the chemicals help the salt to adhere to the road.

Mayor Lee asked for questions or comments from the Audience. There were none.

Motion was made by Commissioner Pearson to adopt RES. NO. R-99-20, motion was seconded by Commissioner Fogt. Motion carried unanimously. Mayor Lee declared RES. NO. R-99-20 adopted
RES. NO. R-100-20
A Resolution authorizing the City Manager to submit an application to the Ohio Department of Transportation - Office of Aviation for funding under the Ohio Airport Grant Program for FY2021

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

Mayor Lee asked for questions or comments from the Commission.

Commissioner Grissom inquired if this was just an application to apply for the grant.

Ms. Havenar responded that was correct, this is just the application, there are no guarantees that we will get the grant. If we are not successful with the grant the City will not proceed with the project.

Mayor Lee asked for questions or comments from the Audience. There were none.

Motion was made by Commissioner Grissom to adopt RES. NO. R-100-20, motion was seconded by Commissioner Pearson. Motion carried unanimously. Mayor Lee declared RES. NO. R-100-20 adopted

RES. NO. R-101-20
A Resolution authorizing continued Wastewater Biosolids to disposal at Cherokee Run Landfill in Bellefontaine (Republic Services)

Chris Melvin – Superintendent of Wastewater presented the staff report

Mayor Lee asked for questions or comments from the Commission.

Commissioner Hinds commented that the budgeted item is much more than what is being asked for at the present time.

Mr. Melvin explained that this year has been a transitional year, construction gave way to a late start.

Mayor Lee asked for questions or comments from the Audience. There were none.

Motion was made by Commissioner Hinds to adopt RES. NO. R-101-20, motion seconded by Commissioner Fogt. Motion carried unanimously. Mayor Lee declared RES. NO. R-101-20 adopted

RES. NO. R-102-20
A Resolution repealing Resolution R-46-20 which authorized the sale of City owned real estate located at 439 S. Main Street

Chris Schmiesing, Community and Economic Development Director presented the Staff Report

Mayor Lee asked for questions or comments from the Commission.

Commissioner Grissom asked if this resolution was just repealing the previous Resolution or is it also authorizing the sale of the city owned real estate.

Mr. Schmiesing confirmed it is repealing Resolution 46-20 adopted in April and replacing it with this Resolution to reflect the correct purchase price.

Mayor Lee asked for questions or comments from the Audience. There were none.

Motion was made by Commissioner Fogt to adopt RES. NO. R-102-20, motion seconded by Commissioner Hinds. Motion carried unanimously. Mayor Lee declared RES. NO. R-102-20 adopted

RES. NO. R-103-20
A Resolution authorizing a zoning map change for Parcel 244-095820 from OS-Open Space to R1-One Family Residential

Chris Schmiesing, Community and Economic Development Director presented the Staff Report

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

Mayor Lee asked for questions or comments from the Audience. There were none.

Motion was made by Commissioner Grissom to adopt RES. NO. R-103-20, motion seconded by Commissioner Pearson. Motion carried unanimously. Mayor Lee declared RES. NO. R-103-20 adopted
RES. NO. R-104-20
A Resolution requesting authorization to enter into an agreement with Stantec Consulting Services Inc. for the alternative feasibility study and preliminary design of the Piqua Water Supply Lakes System

Bob Jennings from the Water Department presented the Staff Report

City Manager Huff stated that this is the project with regard to getting the rating of our dams changed so that the City will not have to face a high cost of improving the dam structures in the future

Mayor Lee asked for questions or comments from the Commission

Commissioner Grissom asked if the expenditure listed includes grants or was it the sole responsibility of the City.

Mr. Jennings stated that the total expenditure included a 10% contingency so the total was $624,000 –$211,000 will be allocated out of this year’s and next year’s budgets.

Commissioner Pearson stated that there will be alternatives after it is discovered what is wrong and how to go about correcting it.

Rob Kirkbridge of Stantec Consulting Services stated they will be able to provide information with regard to the different alternatives and options available when it is realized what it will take to get the dams into compliance.

City Manager Huff stated that the alternates will vary in cost.

Commissioner Fogt asked if this process included dredging or if we use current water levels.

Mr. Kirkbridge stated that the focus is on trying not to change the normal pool level.

Mayor Lee asked for questions or comments from the Audience. There were none

Motion was made by Commissioner Hinds to adopt RES. NO. R-104-20, motion seconded by Commissioner Grissom. Motion carried unanimously. Mayor Lee declared RES. NO. R-104-20 adopted

RES. NO. R-105-20
A Resolution to levy assessments to pay for the cost of Nuisance Abatements

Amy Welker, Director of Health and Sanitation presented the staff report

Mayor Lee asked for questions or comments from the Commission

Commissioner Hinds asked if this is about the same amount of assessments we usually have.

Ms. Welker stated that the number is less than in the past because we are filing more often.

Motion was made by Commissioner Grissom to adopt RES. NO. R-105-20, motion seconded by Commissioner Pearson. Motion carried unanimously. Mayor Lee declared RES. NO. R-105-20 adopted

PUBLIC COMMENT

Mayor Lee explained the process being followed at this time.

Jey Roman, 406 W. High Street - participating through the Zoom process. Mr. Roman thanked the Commission for making this chat process available. Mr. Roman asked for an update on the medical marijuana issue

Commissioner Fogt stated that the topic will be on the Planning Commission’s next agenda.

The Commission has received two questions/concerns via e-mail

Jim and Amy Francis, 309 N. Sunset Drive – Mr. and Mrs. Francis expressed concern that a gas station is planned to be built on the corner near their home.

City Manager Huff stated that the City of Piqua Development Office has received an inquiry with regard to a gas station on the property. However, no permit application has been received

Chris and Angie Smith, 315 N. Sunset Drive – Mr. and Mrs. Smith expressed concerns over the possibility of a gas station going on the corner of Sunset and High Street

Mayor Lee stated that this subject was just addressed in the previous question. There is nothing that we know of at this time.
CITY MANAGER'S REPORT – ANNOUNCEMENTS

City Manager Huff asked Chris Schmiesing, Economic Development Director to present an update on the Plaza Oversight Committee.

Mr. Schmiesing stated that the committee had a recent meeting where they discussed the history of the Plaza and the types of businesses suitable for the plaza. The committee included members from each ward in Piqua. The committee reviewed the proposal they had put together and discussed the process of soliciting proposals for the restaurant spaces. At the present time there was difficulty soliciting restaurants due to the COVID-19 pandemic and state restrictions on restaurants. The City has received seven inquiries, three specific to the deli space and the remaining in regard to the restaurant space. One person followed up. The consensus is they would be a good fit – it looks positive to possibly be on the September 1, 2020 Agenda for approval. This prospect is a deli-type business and is an existing entrepreneur.

COMMISSIONERS' COMMENTS

COMMISSIONER FOGT

Urban chickens neighborhood co-op poll – 49% yes, 44% no, 7% no opinion. We need to figure out a way to do a true poll of the city rather than social media (moller-type poll). Talks among citizens and the commission – encourage citizens to bring these talks to the Commission – communication is a two-way street and e-mail and phone calls are encouraged. Utility studies of an entire utility process possibly to be done in the next years comparing.

City Manager Huff stated that a study was done a few years ago. The City of Piqua was about two from the bottom of least costly; now probably in bottom half of area municipalities.

Commissioner Hinds commented that she has a packet of information that she will provide to Commissioner Fogt.

City Manager Huff – we have more recent data

Commissioner Fogt stated that next year he would like to do a poll on urban chickens, put more focus on the pool – try to find some way to raise money for pool that is not a tax. Racism resolution – Commissioner Fogt has found some cities that have the ability to give "water spots" through town to afford accessibility to free, clean water for the homeless or other people who don’t have the ability to access clean water.

COMMISSIONER PEARSON

Congratulations to the Residence Pride winners. Hope that the students, teachers and principals will have a good year.

COMMISSIONER GRISsom

Shout out to parents and decisions with regard to school. Take into consideration others' though processes (masks) – respect others’ opinions. We need to come together and support each other.

Thank you to the one person who attended the meeting via Zoom. We are hoping for more, this is a step in the right direction.

Thank you to Jon and Candi for their years of service and congratulations to the Residence Pride Award Winners.

COMMISSIONER HINDS

Congratulations to the Residence Pride Award winners, looking forward to the Christmas awards. Thank you to Jon and Candi for their many years of service.

Thank you to the City staff, we are fortunate to have this staff, this is a stellar staff that has kept the city going during this difficult time. Shout out to Tyler Lee for the maintenance of the big flowers pots around the City of Piqua.

MAYOR LEE

The flower planters are beautiful and are doing a good job slowing traffic. Thank you to Tyler Lee.

Mayor Lee asked if the city has had any experiences and issues with the opening of the City Building.

City Manager Huff replied there had been none.

Mayor Lee noted the social distancing "circles" look good and offer thanks to the city employees for making these adjustments. Thank you to Jon and Candi — workers come to the City for a career – they stay and make a difference for the citizens.

Thank you to the Residence Pride Award winners. Homeowners are doing a good job and homes are turning out beautiful.

Piqua Catholic Schools started today. His son is happy to get out and be among kids.

The Piqua Health Department is helping schools to keep our kids safe. The Governor's direction to our Health Department will help citizens make decisions with regard to schools.
ADJOURNMENT

Motion was made by Commissioner Hinds to adjourn from the Regular City Commission Meeting at 7:15 p.m. motion seconded by Commissioner Pearson, motion carried unanimously.

______________________________
KRIS LEE, MAYOR

PASSED: ________________________

ATTEST: ________________________
    KAREN S. JENKINS
    CLERK OF COMMISSION
RESOLUTION NO. R-106-20

A RESOLUTION ESTABLISHING "TRICK OR TREAT/BEGGARS' NIGHT" IN THE CITY OF PIQUA

WHEREAS, the annual celebration of Halloween has become a tradition in Piqua; and

WHEREAS, Thursday, October 29, 2020, from 6:00 P.M. to 8:00 P.M. has been designated "Trick or Treat/Beggars' Night";

WHEREAS, this date is established by the Miami County Council for all of Miami County and the Council recommends that all communities adopt this date; and

WHEREAS, Trick or Treat/Beggars Night is pending guidance/approval by the Ohio Health Department; and

WHEREAS, pending guidance from the Ohio Department of Health for Trick or Treating, it would be to individual citizen's discretion as to whether they choose to participate.

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 proclaims Thursday, October 29, 2020 from 6:00 P.M. to 8:00 P.M. as official "Trick or Treat/Beggars' Night" in the City of Piqua pending guidance/approval by the Ohio Health Department.

SEC. 2: This Resolution 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 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
RESOLUTION NO. R-107-20

A RESOLUTION APPROVING THE TAX RATES FOR THE CITY AS DETERMINED BY THE MIAMI COUNTY BUDGET COMMISSION

WHEREAS, on August 12, 2020, the Miami County Budget Commission has, pursuant to general law, certified the following rates of tax to be levied in the City of Piqua for municipal purposes on the general tax duplicate of 2020, subject to any additional levies approved by the electorate; and

WHEREAS, said certified rates of tax require the approval of this Commission;

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 rates of tax to be levied as follows in the City of Piqua for municipal purposes on the general tax duplicate of 2020 (subject to any additional levies approved by the electorate) are hereby approved and certified;

<table>
<thead>
<tr>
<th>FUND</th>
<th>MILLS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ten Mill Limitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>3.70</td>
<td>$1,186,757</td>
</tr>
<tr>
<td>Police Pension</td>
<td>.30</td>
<td>96,224</td>
</tr>
<tr>
<td>Fire Pension</td>
<td>.30</td>
<td>96,224</td>
</tr>
<tr>
<td>No Limitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Conservancy</td>
<td>.17</td>
<td>$ 54,527</td>
</tr>
</tbody>
</table>

SEC. 2: The Clerk of this Commission is directed to file a certified copy of this Resolution with the Miami County Auditor forthwith;

SEC. 3: This Resolution shall take effect and be in force from and after 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 Cindy Pearson
Commissioner Kathryn Hinds  Commissioner Chris Grissom
Commissioner Thomas Fogt
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>September 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A resolution approving the tax rates for the city as determined by the Miami County Budget Commission</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Cynthia Holtzapple, Assistant City Manager, Finance Director  
                                 Department: Finance |
| AGENDA CLASSIFICATION |  
                                 □ Consent  
                                 □ Ordinance  
                                 □ Resolution  
                                 □ Regular |
| APPROVALS/REVIEWS  |  
                                 □ City Manager  
                                 □ Asst. City Manager/Finance  
                                 □ Development Director  
                                 □ Law Director |
| BACKGROUND         | Every year about this time, we request an approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2020 to be collected in 2021. These certified rates require the approval of our Commission and certification to Miami County before October 1, 2020. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
                                 Expenditure $:  
                                 Source of Funds:  
                                 **Narrative:** Passage of this will allow the City to continue to receive the collection of property tax revenue from the County. These revenues are vitally important to the General Fund and our day to day operations. |
| OPTIONS            |  
                                 1. Approve Resolution No. R-107-20 for the approval of the tax rates for the City as determined by the Miami County Budget Commission.  
                                 2. Do not approve Resolution No. R-107-20 and cause our revenues to drop substantially. |
| PROJECT TIMELINE   |  |
| STAFF RECOMMENDATION | We are requesting approval of Resolution No. R-107-20 approving the tax rates for the City as determined by the Miami County Commission. |
| ATTACHMENTS        |  |
OFFICE OF THE MIAMI COUNTY BUDGET COMMISSION

To the City Commission:

The Miami County Budget Commission hereby certifies the following rates of tax to be levied in the PIQUA CITY for municipal purposes on the general duplicates of 2020. Rates are subject to any additional levies approved by vote.

<table>
<thead>
<tr>
<th>FUND</th>
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<th>REVENUE</th>
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<td>Ten Mill Limitation:</td>
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<td>General Fund</td>
<td>3.70</td>
<td>$1,186,756.91</td>
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<td>Fire Pension</td>
<td>0.30</td>
<td>96,223.53</td>
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<td>Police Pension</td>
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<tr>
<td>No Limitation:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miami Conservancy – Cont</td>
<td>.17</td>
<td>54,526.67</td>
</tr>
</tbody>
</table>

Please examine the above rates carefully. If there are questions, information in detail may be secured from the County Auditor.

Approved: AUG 12 2020

ANTHONY E. KENDALL, PRESIDENT

MATTHEW W. GEARHARDT, SECRETARY

JIM STUBBS, MEMBER

[MIAMI COUNTY BUDGET COMMISSION]

TO THE MIAMI COUNTY BUDGET COMMISSION:

At a meeting of the Council/Commission of the City/Village of PIQUA CITY held on the ______ day of ______, 2020, a motion was made by __________________________, that the rates of tax as determined by the Miami County Budget Commission for the year 2020 be accepted.

The motion was seconded by __________________________ with the following vote being recorded:

President

Member

Member

Member

Member

Member

CLERK

DATE

RETURN ONE ORIGINAL TO THE MIAMI COUNTY AUDITOR BY OCTOBER 1
RESOLUTION NO. R-108-20

A RESOLUTION AUTHORIZING A CONTRACT WITH
FIFTH THIRD BANK, JPMORGAN CHASE BANK, N.A.,
U. S. BANK, N. A., PARK NATIONAL BANK and
MUTUAL FEDERAL TO SERVE AS A DEPOSITORY
FOR PUBLIC FUNDS

WHEREAS, the present operations of the City would benefit from a contract with Fifth Third Bank, JPMorgan Chase Bank, N.A., U. S. Bank, N.A., Park National Bank and Mutual Federal to serve as a depository for public funds; and

WHEREAS, no feasible specifications for bids can be drawn for said professional services; and

WHEREAS, in the sound judgment of the City Manager, advertisement for bids on said services would not be of any material benefit to the City; and

WHEREAS, said banks are qualified and capable of providing said services efficiently and competently;

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: Contracts for said services is hereby authorized and approved and payment according to said contracts is hereby authorized and approved (see contracts appended hereto);

SEC. 2: The Finance Director is hereby authorized to draw her warrants on the appropriate accounts of the City treasury in payment according to this Resolution;

SEC. 3: This Resolution shall take effect and be in force from and after 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 Hinds
Commissioner Chris Grissom
Commissioner Cindy Pearson
Commissioner Thomas Fogt
**Commission Agenda**

**Staff Report**

<table>
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<th>September 1, 2020</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A CONTRACT WITH FIFTH THIRD BANK, JPMORGAN CHASE BANK, N.A., U.S. BANK, N.A., PARK NATIONAL BANK AND MUTUAL FEDERAL TO SERVE AS A DEPOSITORY FOR PUBLIC FUNDS</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Cynthia A. Holtzapple, Asst. City Manager &amp; Finance Director</td>
</tr>
<tr>
<td></td>
<td>Department:</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td></td>
<td>☑ Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☑ Department Director;</td>
</tr>
</tbody>
</table>
| BACKGROUND | State regulations, as prescribed within Section 135 of the Ohio Revised Code, requires depository agreements to be in force before political subdivisions can maintain interim funds and bank balances at qualifying financial institutions. Our current agreements with Fifth Third Bank, JPMorgan Chase Bank, N.A., U.S. Bank, N.A., Park National Bank (formerly Unity National Bank) and Mutual Federal will expire on September 30, 2020. This resolution simply allows us to deposit with these institutions, but does not require us to do so. We still shop around for the best rates and service that we can find.  

We presently use Fifth Third Bank for all active funds, as in checking accounts, and also some of our investments. It is common practice for one bank to handle our day-to-day activity; this lends itself to an efficient and cost effective way of transacting business. JPMorgan Chase Bank currently handles a few of our investment accounts. Park National Bank currently holds our certificates of deposit. Having multiple banking relationships available to us provides the city with the opportunity to verify pricing of banking and investment services to see if local costs are in line with each other and the industry as a whole. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: N/A | Expenditure $: N/A |
| Source of Funds: | | |
| Narrative: | |
| OPTIONS | 1. Approve Resolution R-108-20 as presented  
2. Approve Resolution R-108-20 with changes  
3. Deny Resolution R-108-20 and direct staff on how to proceed |
<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>New agreements will be in place from 10/1/20 through 9/30/25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>We highly recommend passage of this Resolution to conform with Section 135 of the Revised Code.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Depository Agreements from each of the banks</td>
</tr>
</tbody>
</table>
AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

THIS AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS (this "Agreement") is made as of October 1, 2020 by and between Fifth Third Bank, National Association (the "Financial Institution") and the City of Piqua, Ohio (the "Customer").

WITNESSETH:

WHEREAS, the Financial Institution has accepted for deposit and safekeeping deposits from the Customer and may be providing certain other services for the Customer, or has proposed to do so;

WHEREAS, the Financial Institution has provided the Customer with a copy of the Financial Institution’s balance sheet information as of the date of the latest report filed by the Financial Institution with one or more of its banking regulatory agencies;

WHEREAS, pursuant to the Uniform Depository Act of Ohio (the "Depository Act") and in accordance with the rules promulgated under the Depository Act, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in Section 135.18, Section 135.182 or any other section of the Ohio Revised Code specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the Treasurer of the State of Ohio (the "TOS") pursuant to the Depository Act and the rules promulgated under the Depository Act, as such may be amended from time to time; and

WHEREAS, the Financial Institution intends to participate in the Ohio Pooled Collateral Program (the "OPCP") pursuant to the Depository Act and rules of the TOS;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer’s new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to Ohio Revised Code Chapter 135. This agreement is subject to the Depository Act, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, deposits of the Customer in such amounts and of such types as the Customer and the Financial Institution may agree from time to time. The Customer acknowledges having received pricing information and a copy of the terms and conditions of the accounts into which the Customer’s funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account
terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. **Limit on Amount of Funds.** The Financial Institution agrees that the total amount of active, interim and inactive deposits to be deposited by the Customer will not cause the total of all public funds held by the Financial Institution to exceed the limit set by Section 135.03 of the Ohio Revised Code or rules promulgated under that Section.

4. **Collateral.** The Financial Institution and the Customer agree that until the Financial Institution commences participation in the OPCP, the Financial Institution will pledge eligible securities for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution and deposit these securities with one or more trustees qualified under the Depository Act and designated by the Financial Institution. The Financial Institution and the Customer further agree that upon the Financial Institution’s commencement of participation in the OPCP, the Financial Institution will pledge to the TOS and deposit with one or more trustees qualified under the Depository Act and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the TOS to apply for and establish a specific pledge account within the OPCP. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Depository Act, the rules promulgated by the TOS pursuant to the Depository Act, and the terms, conditions, policies and other requirements of the TOS pursuant to the OPCP, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the TOS relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. **Amount of Collateral.** The Customer has the right to negotiate a “public unit negotiated collateral requirement” pursuant to Section 135.182 of the Ohio Revised Code. The Customer and the Financial Institution agree that the Financial Institution will pledge for the benefit of the Customer, in accordance with the OPCP, collateral equal in value to at least 102% of the amount of all deposits of the Customer on deposit with the Financial Institution that are not insured by the Federal Deposit Insurance Corporation.

6. **Trustee.** The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees qualified under Section 135.182 of the Depository Act to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. **Expenses.** Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the OPCP and any successor program pursuant to Ohio Revised Code Section 135.182 or any amendment or successor provision of Ohio law.
3. **Termination of Participation in the OPCP.** Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the OPCP. If for any reason the Financial Institution is no longer eligible to participate in the OPCP or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer’s deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain the deposits at the Financial Institution, and the Financial Institution will pledge separate collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to separate pledging of collateral set forth in Ohio Revised Code Section 135.18 and in accordance with other applicable laws and regulations.

9. **Change in Laws.** The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution’s designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. **Customer Privacy.** The Customer consents to the Financial Institution’s provision to the TOS of information supplied by the Customer to the Financial Institution, as may be required by the TOS or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the TOS nor any disclosure of such information by the TOS to any other person.

11. **Term.** The term of this Agreement shall end on September 30, 2025. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term or change the terms and conditions set forth on Exhibit A without execution of any new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms and conditions by the Financial Institution to the Customer to which the Customer does not request written notice of objection to the Financial Institution within 30 days after delivery of the notice from the Financial Institution to the Customer. If neither party notifies the other in writing at least 30 days before the end of the term of its intention to renew or terminate this Agreement or to change the terms and conditions of the Agreement for a new term, this Agreement shall automatically renew for a term of five (5) years with the same terms and conditions as in effect immediately before the renewal.

12. **Notices.** All notices, requests, and communications to a party under this Agreement must be in writing and will be deemed given if delivered personally, by facsimile, by electronic mail or by registered or certified mail (return receipt requested) to such party at its address as set forth below or such other address as such party may specify by notice to the other party.
To the Financial Institution:

Fifth Third Bank, National Association
ATTN: Amber Carter
38 Fountain Square Plaza
MD: 10906C
Cincinnati, OH 45263

E-mail: Amber.Carter@53.com
Phone: (513) 534-5967

To the Customer:

the City of Piqua, Ohio
ATTN: Cynthia A. Holtzapple
201 W. Water St.
Piqua, OH 45356

E-mail: Holtzapple@piquach.org
Phone: 937-778-2070

13. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state’s choice of law rules to the contrary, except to the extent federal law governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Cincinnati Division, or any court of general jurisdiction of Hamilton County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

14. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to Ohio Revised Code Chapter 135, along with an assignment of this Agreement, will be deemed to be an assignment.

15. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

16. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

17. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Depositary Act, and participation by the Financial Institution and the Customer in the OPCP, this Agreement supersedes all previous oral and written agreements.
18. Contact Persons. Designated Signer(s) (referred to as Authorized Signer(s) on Signature Card) are authorized to view, submit or otherwise access information submitted to the Ohio Pooled Collateral System with respect to this Agreement. The Designated Signer(s) may designate substitute contact persons and authorized representatives as the Customer deems necessary or appropriate in the Ohio Pooled Collateral System. The Customer will promptly notify their Relationship Manager of such substitutions and changes. Additional paperwork may be required to make necessary changes to Designated Signer(s).

(Signatures on following page)
IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the day and year first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: ____________________________
   Signature
   Name
   Title

By: ____________________________
   Signature
   Name
   Title

The City of Piqua, Ohio

By: ____________________________
   Signature
   Name
   City Manager
   Title

By: ____________________________
   Signature
   Name
   Asst. City Manager & Finance Director
   Title
MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS (OHIO)

This memorandum dated July 27, 2020, evidences that City of Piqua has accepted the application of JPMorgan Chase Bank, N.A. (the "Bank") to become an eligible depository of its Active, Interim, and Inactive Deposits, where appropriate, for the period of Five years, commencing on October 1, 2020 ending September 30, 2025.

The Bank is a national banking association organized and existing under the laws of the United States. The Bank has capital funds as defined in Ohio Revised Code ("ORC") 135.01 (C) as shown in the Bank’s quarterly Consolidated Reports of Condition and Income for A Bank With Domestic and Foreign Offices-FFIEC 031, the “Call Report” which can be viewed on the FFIEC’s website at https://cdr.ffiec.gov/public (on the Search page under Report select “Call”, under Institution Name enter: JPMorgan Chase Bank, National Association, and balance sheet information is found on Schedule RC).

The Bank agrees:

1. To accept for deposit up to a maximum amount as estimated by City of Piqua and as agreed to between the parties during this period of designation in any combination of Active, Interim or Inactive Deposits, which amount will not be in excess of 30% of the Bank's total assets as shown in the Bank's latest Call Report.

2. To hold said deposits subject to all terms and conditions set forth in the Ohio Uniform Depository Act, ORC Chapter 135, specifically as set forth under ORC 135.182 for the Ohio Pooled Collateral Program and related rules and regulations.

3. To comply with applicable laws, rules or regulations with respect to Public Deposits.

City of Piqua agrees:

1. To comply with all rules and regulations governing the deposit accounts into which the funds subject to this agreement are deposited.

2. To provide the Bank such documentation as needed to establish accounts and allow the Bank to provide requested banking services.

City of Piqua

By:          
Name:       Cynthia Holtzapole
Title:       

JPMorgan Chase Bank, N.A.

By:          Becky McGlennen
Title:       Vice President
APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

TO:  CITY OF PiquA

MIAmI COUNTY, OHIO

U. S. Bank, N.A. which is located and doing business in MIAMl COUNTY, Ohio through an office in PIQUA, Ohio hereby applies to be designated as a depository for Active and Interim/Inactive Funds belonging to the CITY OF PiquA FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2025 inclusive.

1. The total amount applied for as specified below will be ALL ELIGIBLE DEPOSITS which amount, in addition to those public funds held under Sections 135.01 through 135.21 of the Ohio Revised Code, is not in excess of thirty percent (30%) of its total assets of $536,291,346,000.00 as revealed by the financial statements attached hereto.

The maximum amount of public moneys which the applicant desires to receive and have on deposit as active funds at any one time during the period covered by this offer is ALL ELIGIBLE DEPOSITS.

The maximum amount of such public moneys which the applicant desires to receive and have on hand as interim/inactive deposits at any one time during the period is a total of ALL ELIGIBLE DEPOSITS.

For interim deposits the bank will issue Certificates of Deposit during the period of designation in the amount desired. Interest will be payable at the maturity thereof, or at the time of withdrawal prior thereto. Interest rates are subject to change from time to time. Current interest rate quotations are available from the bank during normal business hours.

This application is accompanied by the required financial statement of the applicant under the oath of Joseph V. Murphy-V.P. and Assistant Controller and in such detail to show the assets and the capital funds of the applicant as of the date of its latest report to the Office of the Comptroller of the Currency adjusted to show any changes therein made after the report, but prior to the date of this application.

U S Bank, N.A., if subsequently designated as a depository, will comply in all respects with the laws, regulations and rules of Ohio and the United States relative to the deposit of such funds and will furnish, at the bank's option, security for funds as provided under either Section 135.18 or 135.181.

U. S. Bank, N.A.

By:  

Stephan A. Brerman, Vice President
MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between U.S. Bank, N.A., a National bank located and doing business in MIAMI COUNTY through an office located in PIQUA, Ohio and the CITY OF PIQUA whereby the Village accepts the bank's offer to serve as public depository during the period from OCTOBER 1, 2020 through SEPTEMBER 30, 2025 inclusive. Under this agreement the sub-division will appoint U.S Bank, N.A. as its depositories and will deposit funds as enumerated below:

A) CITY OF PIQUA will deposit active funds and the bank will accept a maximum of ALL ELIGIBLE DEPOSITS or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee as enumerated under Section 135.16 of the Ohio Revised Code.

b) CITY OF PIQUA will deposit and the bank will accept as interim/inactive deposits a maximum ALL ELIGIBLE DEPOSITS or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired. U.S Bank, N.A., will bid competitive rates of the customer's interim deposits.

For interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for interim deposits, the interest rates are subject to change from time to time. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals ALL ELIGIBLE DEPOSITS which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active moneys in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the account in which the depositors' funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

CITY OF PIQUA

By:

By:

By:

[Signature]

Stephen V. Broerman

Vice President
The following pages of the call report of U. S. Bank National Association as of June 30, 2020 are reproduced to show Total Assets and Total Public Deposits.

Included are: (In Thousands)

1. Cover Sheet

2. Page RC

   Total Assets

   $536,291,346

3. Page RC-E

   Deposits in Domestic Offices

<table>
<thead>
<tr>
<th>Line</th>
<th>Column A</th>
<th>Column C</th>
<th>Total</th>
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<tbody>
<tr>
<td>2</td>
<td>U. S. Government</td>
<td>$ 74,156</td>
<td>$ 591,305</td>
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<td>$2,443,371</td>
<td>$ 9,155,861</td>
<td>$11,599,232</td>
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<tr>
<td>3</td>
<td>State &amp; Political</td>
<td></td>
<td></td>
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</tbody>
</table>
Consolidated Reports of Condition and Income for a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business June 30, 2020


Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Signature of Chief Financial Officer (or Equivalent)
July 30, 2020
Date of Signature

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

(a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (https://cdr.ffiec.gov/cdr), or

(b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-5948, or by e-mail at cdr.help@otr.ffiec.gov.

FDIC Certificate Number 8548 (RSSID 9060)

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer-generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must file in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

U.S. Bank National Association
Legal Title of Bank (RSSD 9017)
Cincinnati
City (RSSD 9130)

OH
State Abbreviation (RSSD 9200)
45202
Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)
68Y15QYBDK5S7L73M02
(Report only if your institution already has an LEI) (RCON 9224)

The estimated average burden associated with this information collection is 65.20 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for preparing and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20443.
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For information or assistance, national banks, state nonmember banks, and savings associations should contact the FDIC’s Data Collection and Analysis Section, 550 17th Street, NW, Washington, DC 20429, toll free on (800) 688-FDIC (3342), Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. State member banks should contact their Federal Reserve District Bank.

06/2020
## Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2020

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

### Schedule RC—Balance Sheet

<table>
<thead>
<tr>
<th>Assets</th>
<th>Dollar Amounts in Thousands</th>
<th>RCFD</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cash and balances due from depository institutions (from Schedule RC-A):</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a. Noninterest-bearing balances and currency and coin</td>
<td></td>
<td>0081</td>
<td>5,417,511</td>
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<tr>
<td>b. Interest-bearing balances</td>
<td></td>
<td>0071</td>
<td>46,847,613</td>
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<tr>
<td>2. Securities:</td>
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<td></td>
<td></td>
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<tr>
<td>a. Held-to-maturity securities (from Schedule RC-B, column A)</td>
<td></td>
<td>J34</td>
<td>0</td>
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<tr>
<td>b. Available-for-sale securities (from Schedule RC-B, column D)</td>
<td></td>
<td>1778</td>
<td>128,595,178</td>
</tr>
<tr>
<td>c. Equity securities with readily determinable fair values not held for trading</td>
<td></td>
<td>JA22</td>
<td>3,659</td>
</tr>
<tr>
<td>3. Federal funds sold and securities purchased under agreements to reseil:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Federal funds sold in domestic offices</td>
<td></td>
<td>RCON</td>
<td>808</td>
</tr>
<tr>
<td>b. Securities purchased under agreements to reseil</td>
<td></td>
<td>RCFD</td>
<td>0</td>
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<tr>
<td>4. Loans and lease financing receivables (from Schedule RC-C):</td>
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<tr>
<td>a. Loans and leases held for sale.</td>
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<td>6389</td>
<td>8,178,023</td>
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<tr>
<td>b. Loans and leases held for investment</td>
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<td>RCFD</td>
<td>310,334,761</td>
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<tr>
<td>c. LESS: Allowance for loan and lease losses</td>
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<td>RCFD</td>
<td>7,383,375</td>
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<td>d. Loans and leases held for investment, net of allowance (Item 4.b minus 4.c)</td>
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<td>B629</td>
<td>302,951,388</td>
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<td>5. Trading assets (from Schedule RC-D)</td>
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<td>3546</td>
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<td>6. Premises and fixed assets (including capitalized leases)</td>
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<td>2145</td>
<td>3,606,112</td>
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<td>7. Other real estate owned (from Schedule RC-M)</td>
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<td>62,211</td>
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<td>8. Investments in unconsolidated subsidiaries and associated companies</td>
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<td>79,175</td>
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<tr>
<td>9. Direct and indirect investments in real estate ventures</td>
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<td>3856</td>
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<td>10. Intangible assets (from Schedule RC-M)</td>
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<td>12,385,020</td>
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<td>11. Other assets (from Schedule RC-F)</td>
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<td>2160</td>
<td>26,097,856</td>
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<tr>
<td>12. Total assets (sum of Items 1 through 11)</td>
<td></td>
<td>2170</td>
<td>536,291,346</td>
</tr>
</tbody>
</table>

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2018-13 should report in Item 2.a amounts net of any applicable allowance for credit losses, and Item 2.a should equal Schedule RC-B, Item 6, column A, less Schedule RI-B, Part II, Item 7, column B.
4. Item 2.b is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
6. Institutions that have adopted ASU 2018-13 should report in Items 3.b and 11 amounts net of any applicable allowance for credit losses.
7. Institutions that have adopted ASU 2018-13 should report in Item 4.c the allowance for credit losses on loans and leases.

06/2020
Schedule RC—Continued

<table>
<thead>
<tr>
<th>Liabilities</th>
<th>Dollar Amounts in Thousands</th>
<th>RCON</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Deposits:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I)</td>
<td>RCON</td>
<td>6831</td>
<td>2200</td>
</tr>
<tr>
<td>(1) Noninterest-bearing</td>
<td>RCON</td>
<td>6831</td>
<td>109,465,918</td>
</tr>
<tr>
<td>(2) Interest-bearing</td>
<td>RCON</td>
<td>6836</td>
<td>289,986,797</td>
</tr>
<tr>
<td>b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, Part II)</td>
<td>RCPN</td>
<td>6831</td>
<td>2200</td>
</tr>
<tr>
<td>(1) Noninterest-bearing</td>
<td>RCPN</td>
<td>6831</td>
<td>915,700</td>
</tr>
<tr>
<td>(2) Interest-bearing</td>
<td>RCPN</td>
<td>6836</td>
<td>25,910,871</td>
</tr>
<tr>
<td>14. Federal funds purchased and securities sold under agreements to repurchase:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Federal funds purchased in domestic offices</td>
<td>RCON</td>
<td>B993</td>
<td>14,449,466</td>
</tr>
<tr>
<td>b. Securities sold under agreements to repurchase</td>
<td>RCFD</td>
<td>B993</td>
<td>1,006,457</td>
</tr>
<tr>
<td>15. Trading liabilities (from Schedule RC-D)</td>
<td>RCFD</td>
<td>3548</td>
<td>1,016,213</td>
</tr>
<tr>
<td>16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)</td>
<td>RCFD</td>
<td>3190</td>
<td>36,870,115</td>
</tr>
<tr>
<td>17. and 18. Not applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Subordinated notes and debentures</td>
<td>RCFD</td>
<td>3200</td>
<td>3,850,000</td>
</tr>
<tr>
<td>20. Other liabilities (from Schedule RC-G)</td>
<td>2830</td>
<td>14,458,821</td>
<td></td>
</tr>
<tr>
<td>21. Total liabilities (sum of Items 13 through 20)</td>
<td>2946</td>
<td>484,116,358</td>
<td></td>
</tr>
<tr>
<td>22. Not applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Equity Capital**

**Bank Equity Capital**

| Bank Equity Capital | | | |
|---------------------|------|------|
| 23. Perpetual preferred stock and related surplus | 3838 | 0 |
| 24. Common stock | 3290 | 18,200 |
| 25. Surplus (exclude all surplus related to preferred stock) | 3839 | 14,286,915 |
| 26. a. Retained earnings | 3832 | 36,286,190 |
| b. Accumulated other comprehensive income | B950 | 803,111 |
| c. Other equity capital components | A100 | 0 |
| 27. a. Total bank equity capital (sum of Items 23 through 26.c) | 3210 | 51,374,421 |
| b. Noncontrolling (minority) interests in consolidated subsidiaries | 3000 | 809,567 |
| 28. Total equity capital (sum of Items 27 a and 27.b) | G105 | 52,174,988 |
| 29. Total liabilities and equity capital (sum of Items 21 and 28) | 3300 | 536,291,346 |

---

1. Includes noninterest-bearing demand, time, and savings deposits.
2. Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "Other borrowed money."
3. Includes all securities repurchase agreements, regardless of maturity.
4. Includes limited-life preferred stock and related surplus.
5. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
6. Includes treasury stock and unearned Employee Stock Ownership Plan shares.
# Schedule RC-E—Deposit Liabilities

## Part I. Deposits in Domestic Offices

<table>
<thead>
<tr>
<th>Deposits of:</th>
<th>RCON</th>
<th>Amount</th>
<th>RCON</th>
<th>Amount</th>
<th>RCON</th>
<th>Amount</th>
<th>RCON</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individuals, partnerships, and corporations</td>
<td>8649</td>
<td>47,337,050</td>
<td>2202</td>
<td>74,185</td>
<td>2203</td>
<td>2,443,371</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. U.S. Government</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. States and political subdivisions in the U.S.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Commercial banks and other depository institutions in the U.S.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Banks in foreign countries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Foreign governments and official institutions (including foreign central banks)</td>
<td>8651</td>
<td>793,207</td>
<td>2213</td>
<td>93,163</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, Item 13.a)</td>
<td>2215</td>
<td>50,741,827</td>
<td>2210</td>
<td>45,769,062</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Memoranda

<table>
<thead>
<tr>
<th>Dollar Amounts in Thousands</th>
<th>RCON</th>
<th>Amount</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Selected components of total deposits (i.e., sum of item 7, columns A and C):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts.</td>
<td>6885</td>
<td>2,863,799</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Total brokered deposits.</td>
<td>2385</td>
<td>31,455,612</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Brokered deposits of $250,000 or less (fully insured brokered deposits)</td>
<td>HK05</td>
<td>27,870,552</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Maturity data for brokered deposits:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Brokered deposits of $250,000 or less with a remaining maturity of one year or less (included in Memorandum item 1.c above).</td>
<td>HK05</td>
<td>27,870,552</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Not applicable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Brokered deposits of more than $250,000 with a remaining maturity of one year or less (included in Memorandum item 1.b above).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Preferred deposits (uninsured deposits of states and political subdivisions in the U.S. reported in Item 3 above which are secured or collateralized as required under state law) (To be completed for the December report only).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Total reciprocal deposits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Includes interest-bearing and noninterest-bearing demand deposits.
2. The dollar amount used as the basis for reporting in Memorandum Item 1.c reflects the deposit insurance limits in effect on the report date.
### Schedule RC-E—Continued

#### Part I—Continued

<table>
<thead>
<tr>
<th>Memoranda—Continued</th>
<th>Dollar Amounts in Thousands</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2. Components of total nontransaction accounts</strong></td>
<td><strong>RCON</strong></td>
</tr>
<tr>
<td>(sum of Memorandum Items 2.a through 2.d must equal Item 7, column C above):</td>
<td>8810</td>
</tr>
<tr>
<td>a. Savings deposits:</td>
<td>0062</td>
</tr>
<tr>
<td>(1) Money market deposit accounts (MMDAs)</td>
<td>6848</td>
</tr>
<tr>
<td>(2) Other savings deposits (excludes MMDAs)</td>
<td>4773</td>
</tr>
<tr>
<td>b. Total time deposits of less than $100,000</td>
<td>4774</td>
</tr>
<tr>
<td>c. Total time deposits of $100,000 through $250,000</td>
<td>F233</td>
</tr>
<tr>
<td>d. Total time deposits of more than $250,000</td>
<td></td>
</tr>
<tr>
<td>e. Individual Retirement Accounts (IRAs) and Keogh Plan accounts of $100,000 or more</td>
<td></td>
</tr>
<tr>
<td>included in Memorandum items 2.c and 2.d above</td>
<td></td>
</tr>
<tr>
<td><strong>3. Maturity and repricing data for time deposits of $250,000 or less:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Time deposits of $250,000 or less with a remaining maturity or next repricing date of:</td>
<td></td>
</tr>
<tr>
<td>(1) Three months or less</td>
<td>HK07</td>
</tr>
<tr>
<td>(2) Over three months through 12 months</td>
<td>HK08</td>
</tr>
<tr>
<td>(3) Over one year through three years</td>
<td>HK09</td>
</tr>
<tr>
<td>(4) Over three years</td>
<td>HK10</td>
</tr>
<tr>
<td>b. Time deposits of $250,000 or less with a REMAINING MATURITY of one year or less</td>
<td>HK11</td>
</tr>
<tr>
<td>(included in Memorandum items 3.a.(1) and 3.a.(2) above)</td>
<td></td>
</tr>
<tr>
<td><strong>4. Maturity and repricing data for time deposits of more than $250,000:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Time deposits of more than $250,000 with a remaining maturity or next repricing date of:</td>
<td></td>
</tr>
<tr>
<td>(1) Three months or less</td>
<td>HK12</td>
</tr>
<tr>
<td>(2) Over three months through 12 months</td>
<td>HK13</td>
</tr>
<tr>
<td>(3) Over one year through three years</td>
<td>HK14</td>
</tr>
<tr>
<td>(4) Over three years</td>
<td>HK15</td>
</tr>
<tr>
<td>b. Time deposits of more than $250,000 with a REMAINING MATURITY of one year or less</td>
<td>HK22</td>
</tr>
<tr>
<td>(included in Memorandum items 4.a.(1) and 4.a.(2) above)</td>
<td></td>
</tr>
<tr>
<td><strong>5. Does your institution offer one or more consumer deposit account products, i.e., transaction account or nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>P752</td>
</tr>
</tbody>
</table>

Memorandum items 6 and 7 are to be completed by institutions with $1 billion or more in total assets that answered "Yes" to Memorandum Item 5 above.

<table>
<thead>
<tr>
<th>Memoranda—Continued</th>
<th>Dollar Amounts in Thousands</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6. Components of total transaction account deposits of individuals, partnerships, and corporations</strong></td>
<td><strong>RCON</strong></td>
</tr>
<tr>
<td>(sum of Memorandum Items 6.a and 6.b must be less than or equal to Item 1, column A, above):</td>
<td></td>
</tr>
<tr>
<td>a. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use</td>
<td></td>
</tr>
<tr>
<td>b. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use</td>
<td></td>
</tr>
<tr>
<td><strong>1. Report fixed-rate time deposits by remaining maturity and floating-rate time deposits by next repricing date.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2. Sum of Memorandum Items 3.a.(1) through 3.a.(4) must equal Schedule RC-E, sum of Memorandum Items 2.b and 2.c.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3. Report both fixed- and floating-rate time deposits by remaining maturity. Exclude floating rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>4. Sum of Memorandum Items 4.a.(1) through 4.a.(4) must equal Schedule RC-E, Memorandum item 2.d.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5. The $1 billion asset-size test is based on the total assets reported on the June 30, 2019, Report of Condition.</strong></td>
<td></td>
</tr>
</tbody>
</table>
Schedule RC-E—Continued
Part I—Continued

Memoranda—Continued

<table>
<thead>
<tr>
<th>Components of total nontransaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 7.a,(1), 7.a.(2), 7.b.(1), and 7.b.(2) plus all time deposits of individuals, partnerships, and corporations must equal item 1, column C, above):</th>
<th>Dollar Amounts in Thousands</th>
<th>RCON</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Money market deposit accounts (MMDAs) of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1) and 7.a.(2) must be less than or equal to Memorandum item 2.a.(1) above):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Total deposits in these MMDA deposit products intended primarily for individuals for personal, household, or family use</td>
<td></td>
<td>P766</td>
<td>71,154,950</td>
</tr>
<tr>
<td>(2) Deposits in all other MMDAs of individuals, partnerships, and corporations</td>
<td></td>
<td>P767</td>
<td>185,714,047</td>
</tr>
<tr>
<td>b. Other savings deposit accounts of individuals, partnerships, and corporations (sum of Memorandum items 7.b.(1) and 7.b.(2) must be less than or equal to Memorandum item 2.a.(2) above):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Total deposits in the other savings deposit account deposit products intended primarily for individuals for personal, household, or family use</td>
<td></td>
<td>P768</td>
<td>61,961,208</td>
</tr>
<tr>
<td>(2) Deposits in all other savings deposit accounts of individuals, partnerships, and corporations</td>
<td></td>
<td>P769</td>
<td>687,502</td>
</tr>
</tbody>
</table>

Part II. Deposits in Foreign Offices (Including Edge and Agreement subsidiaries and IBFs)

*Items 1 through 6 are to be completed by banks with $10 billion or more in total assets. in*

<table>
<thead>
<tr>
<th>Deposits of:</th>
<th>Dollar Amounts in Thousands</th>
<th>RCFN</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individuals, partnerships, and corporations (include all certified and official checks)</td>
<td></td>
<td>8553</td>
<td>26,482,027</td>
</tr>
<tr>
<td>2. U.S. banks (including IBFs and foreign branches of U.S. banks) and other U.S. depository institutions</td>
<td></td>
<td>8554</td>
<td>213,339</td>
</tr>
<tr>
<td>3. Foreign banks (including U.S. branches and agencies of foreign banks, including their IBFs)</td>
<td></td>
<td>2626</td>
<td>161,355</td>
</tr>
<tr>
<td>4. Foreign governments and official institutions (including foreign central banks)</td>
<td></td>
<td>2650</td>
<td>0</td>
</tr>
<tr>
<td>5. U.S. Government and states and political subdivisions in the U.S.</td>
<td></td>
<td>8555</td>
<td>0</td>
</tr>
<tr>
<td>6. Total (sum of items 1 through 5) (must equal Schedule RC, Item 13.b)</td>
<td></td>
<td>2200</td>
<td>28,825,371</td>
</tr>
</tbody>
</table>

Memorandum

Memorandum Item 1 is to be completed by all banks.

<table>
<thead>
<tr>
<th>Time deposits with a remaining maturity of one year or less (included in Schedule RC, Item 13.b)</th>
<th>Dollar Amounts in Thousands</th>
<th>RCON</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A246</td>
<td>18,564,021</td>
</tr>
</tbody>
</table>

1. The $10 billion asset-size test is based on the total assets reported on the June 30, 2019, Report of Condition.
Agreement for Deposit of Public Funds

This Agreement for Deposit of Public Funds (this “Agreement”) is made as of the date executed by and between Park National Bank, a national banking association (the “Financial Institution”), and City of Plaquemine (the “Customer”).

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;
WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;
WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution’s balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and
WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;
NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer’s new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer’s funds will be deposited (the “Accounts”) and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.
5. **Amount of Collateral.** The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. **Trustee.** The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. **Expenses.** Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. **Termination of Participation in the Collateral Program.** Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. **Change in Laws.** The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. **Customer Privacy.** The Customer consents to the Financial Institution's provision to the State Official of Information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. **Notices.** Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial institution's records.

12. **Governing Law and Venue.** The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with
an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any Inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information.   

Cynthia Holtzapple  
choltzapple@piquaoh.org

18. Term. The term of this Agreement is five years, beginning on 10/01/2020 and ending on 09/30/2025. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

Lisa McGraw  
Vice President

Scott Rasor  
President

Cynthia Holtzapple  
ACM/Fin Dir

In witness whereof, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

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Cynthia Holtzapple  
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IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.
Addendum

The following terms set forth in the Agreement for Deposit of Public Funds to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA
"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.
"Collateral Program" shall mean IC 5-13-13.
"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.
"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY
"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.
"Collateral Program" shall mean KRS 41.240.
"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA
"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.
"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.
"Security Provisions" shall mean NCAC Section 20, 07.0209.
"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO
"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.
"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA
"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.
"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1b).
"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE
"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.
"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.
"Security Provisions" shall mean TC Section 9-4-504.
"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.
DEPOSITORY AGREEMENT FOR ACTIVE, INTERIM AND/OR INACTIVE PUBLIC FUNDS

WHEREAS, The City of Piqua of Miami County, Ohio did on the 2nd day of September, 2020, accept the proposal of Mutual Federal (a division of First Bank Richmond) of Troy, Ohio, effective the 1st Day of October, 2020, for a period of five years to receive and safely keep on deposit the active, interim or inactive funds of said School District, and to pay interest on deposits at a rate agreed upon by Bank and Depositor.

WHEREAS, said Bank has given to said City of Piqua the total amount thus awarded under this agreement is ALL FUNDS, which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Bank’s total assets.

The bank will secure all public deposits at the bank’s option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135. The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto.

It is agreed between said City of Piqua and said Mutual Federal that the active, interim or inactive funds of said District shall be deposited in and received and safely kept by the Bank, from and after the date hereof for the period of five years as follows: Payments shall be made from said funds only as directed by orders checks or drafts drawn or signed by the proper officer named by said City of Piqua, and as provided by law. In case of a change in the person holding the office, the official successor shall be entitled to all the powers and privileges under this contract but not until after the City of Piqua has notified the said Bank in writing that the new officer has been duly qualified and entered into office.

Interest shall be paid upon deposits from the time they are made, at the prevailing rate of interest per annum, for the full time said funds are on deposit, and the accrued interest shall be paid to the treasurer as provided by law.

The City of Piqua shall at all times be entitled to receive from the Bank a complete statement of the deposits and the payments therefrom.

The insolvency of the Bank, or its failure to pay upon due to presentation any order, check or draft lawfully drawn upon it, shall terminate this contract and entitle the City of Piqua to withdraw all funds with interest of the day of such failure.

IN WITNESS WHEREOF, the parties have hereunto set their names, this 2nd day of September, 2020

First Bank Richmond
Attn: Don Benziger
Executive Vice President/CFO

City of Piqua
Attn:

[Signature]

Sidney (Michigan Street) 937-498-1195 • Sidney (Downtown) 937-698-0244 • Piqua (N. Sunset) 937-773-9900 • Piqua (Downtown) 937-615-9224 • Troy 937-339-9993

P.O. Box 4217 • Sidney, OH 45365 • www.mutualbancorp.com
RESOLUTION NO. R-109-20
A RESOLUTION AUTHORIZING THE LEASE OF CITY OWNED REAL ESTATE

WHEREAS, the City of Piqua owns the real estate commonly known as the Fort Piqua Plaza located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio, and

WHEREAS, the Rosebud’s Ranch and Garden, LLC, dba Rosebud’s Real Food, has expressed an interest in leasing the portion of the building consisting of approximately 1,400 square feet known as 122 W. High Street and being shown in the lease agreement included herewith as Exhibit “A”; and

WHEREAS, the City of Piqua facilitated the redevelopment of Fort Piqua Plaza and the creation of the subject tenant space to advance, encourage and promote the economic and commercial development interest of the city; and

WHEREAS, in the sound judgement of the City Manager, executing the lease with Rosebud’s Ranch and Garden, LCC will be in the best interest of the city; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the lease of the subject location;

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 lease the portion of the Fort Piqua Plaza building consisting of approximately 1,400 square feet known as 122 W. High Street as stated in the lease agreement included herewith as Exhibit “A”.

SEC. 2 For the reasons indicated herein, and as permitted by Piqua Municipal Code §34.36(C), the lease of the property does not need to be advertised for bids.

SEC. 3 This Resolution shall take effect and be in force from and after 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 __________________
### Commission Agenda
Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>September 1, 2020</th>
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<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE LEASE OF CITY OWNED REAL ESTATE</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name: Chris Schmiesing, Community and Economic Development Director</td>
</tr>
<tr>
<td></td>
<td>Department: Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒ Consent ☐ Ordinance ☒ Resolution ☐ Regular</td>
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<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager ☒ Asst. City Manager/Finance</td>
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<td></td>
<td>☒ Development Director ☒ Law Director</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The proposed lease will allow for Rosebud’s Ranch and Garden, LLC (dba Rosebud’s Real Food) to occupy the 1,400 square feet tenant space located at 122 W. High Street in the Fort Piqua Plaza. Rosebud’s operations will include preparing seasoning mixes and honey sweetened fruit butters, serving beverages, salads, sandwiches and soups, and retailing fresh local sourced food products. Rosebud’s end goal is to anchor the ZOLO Market space upon its completion. This will allow for Rosebud’s to further expand their offerings and grow into a healthy food destination with a robust inventory of available products. In the interim, the café space at Fort Piqua Plaza will allow for the business to take an incremental step toward expanding their offerings and achieving their business goals.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted: $0 Expenditure: $0 Source of Funds: N/A</td>
</tr>
<tr>
<td>(Includes project costs and funding sources)</td>
<td>Narrative: The Fort Piqua Plaza Restaurant Advisory Committee has reviewed Rosebud’s proposal and unanimously recommended approval of a lease at $750/month for one year. The lease includes an annual option to renew and accommodates Rosebud’s interest in the space for as long as they desire to be at this location.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the execution of the lease. 2. Defeat the resolution to object to the execution of the lease.</td>
</tr>
<tr>
<td>(Include Deny/Approval Option)</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>September 1, 2020 – City Commission</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A – Proposed lease</td>
</tr>
</tbody>
</table>
LEASE AGREEMENT FOR 122 W. HIGH STREET BETWEEN THE CITY OF PIQUA AND ROSEBUD’S RANCH AND GARDEN, LLC

THIS LEASE is made between the City of Piqua, whose mailing address is 201 W. Water St., Piqua, Ohio 45356 ("Lessor"), and Rosebud’s Ranch and Garden, LLC, dba Rosebud’s Real Food, whose tax mailing address is 7350 W. Rike Road, Covington, Ohio 45318 ("Lessee").

TERMS

I. DESCRIPTION OF PROPERTY TO BE LEASED

Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, that portion of the building known as "Fort Piqua Plaza" and located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio (the "Building") consisting of approximately 1,400 square feet known as 122 W. High Street and being shown outlined on Exhibit A attached to this Lease (the "Premises"). The Building is part of the real property owned by Lessor which is described in Exhibit B attached to this Lease (the "Property"). Lessor is the owner of the premises.

Lessee additionally grants to Lessee, during the term of this Lease, the right to use, in common with other Lessees and occupants of the Building all easements and rights appurtenant to the Property.

II. OCCUPANCY OF PREMISES

This Agreement provides a Lease to Lessee so they may take occupancy of the Premises and commence with Lessee’s Work upon the execution date of this Agreement.

III. TERM OF LEASE

The Term of this lease shall be for one year, with the right to occupy the Premises commencing on upon the execution date of this Agreement and ending on September 30, 2021, or unless sooner terminated as herein provided. This Lease is renewable at the conclusion of the initial one-year term and each subsequent one-year term at the option of the Lessor. Upon each
renewal of the Lease the Lessor may increase the base rent rate by 10%. Lessee must provide 90-days written notice prior to vacation of occupancy.

IV. RENT

Lessee agrees to pay to Lessor without any prior demand therefore a fixed minimum base rent of $9,000, payable in 12 installments of $750 per month, with payment due in advance of the first day of each calendar month with the first payment due on October 1, 2021. The base rent shall include a prorated amount for property taxes as Lessee shall not be separately responsible for property taxes.

All payments shall be made payable to the City of Piqua and delivered to the City of Piqua, attention Finance Director, 201 W. Water St., Piqua, Ohio 45356.

The Lessor hereby notifies Lessee that the continued operation of this Agreement is based on the rent and utilities being kept current and any past due amounts being paid in full upon receipt of any notice of default. Failure to keep any amount owed current may result in termination of the Lease Agreement or pursuance of any other legal remedy available.

V. UTILITIES AND SERVICES

Lessee shall be responsible upon the receipt of billing for the payment of all charges against the Premises for water, sanitary sewer, natural gas, heat for the appliances and fixtures, electricity and any other utility services furnished to or consumed on the Premises. Water, sewer, gas and electric are all separately metered for the Premises. Lessee shall contract on its own with a cable, telephone and internet provider. The cost of janitorial service, telephone service, cable and internet is the sole responsibility of the Lessee. Lessee will pay a prorated amount for storm water and space heat (gas) based upon square footage and sanitation as determined by the City of Piqua.

Lessor shall have the right, without being liable to Lessee and without abatement or reduction of rent, to suspend, delay or stop any of the utilities or services provided by Lessor whenever necessary due to emergency, inspection, cleaning, repairs, replacements, alterations, improvements and renewals that are necessary in Lessor's judgment, and whenever necessary due to causes beyond Lessor's control. If the interruption in utilities or services is caused by
Lessor's fault or neglect, this Lease shall not terminate and Lessor shall not be responsible for damages to Lessee, but the rent shall abate until the utilities or services interrupted due to Lessor's fault or neglect are restored. In any such event, Lessor shall use reasonable diligence to complete repairs promptly so as to minimize any resulting interruptions in utilities or services.

VI. MAINTENANCE

A. JANITORIAL MAINTENANCE

Lessee shall be responsible for the maintenance and cleaning of the Premises.

B. MAINTENANCE OF FIXTURES AND PROPERTY

1. Lessor's Repairs. Lessor, at its expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations, (ii) all exterior elements and portions of the Building, (iii) any other exterior improvements located on the Property and (iv) any common utility lines, pipes, conduits, equipment and systems that serve Lessee's space and are also used to serve other parts of the Building; subject, however, to ordinary wear and tear. In addition, Lessor will provide snow removal to the Property at its convenience. Notwithstanding the foregoing, Lessor shall not be obligated to reimburse its Proportionate Share of any of the following: (a) costs reimbursed by insurance; (b) interest and amortization of debt service; (c) non-cash items such as deductions for depreciation or obsolescence; (d) costs associated with leasing the Building and relations with other Lessees; (e) costs incurred in completing, finishing, renovation or otherwise improving space for other Lessees; or (f) expenses constituting capital improvement or capital replacements under generally accepted accounting principles.

2. Lessee's Repairs. Lessee shall, at its expense, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entranceways, glass, windows and all plumbing, sewer, electrical, heating and air conditioning facilities and equipment serving only Lessee's space and not used in common with other present or future Lessees of the Building. The regular maintenance of the servicing of the heating, ventilating
and air conditioning systems and equipment within the Premises will be contracted through the Lessor and the Lessee shall pay a prorated expense for the maintenance of the Premises based on square footage. Lessee further agrees that it will not cause or permit any damage to the Premises, nor allow the accumulation of waste, boxes, barrels, packages, wastepaper or other trash or any other condition to be considered a nuisance. In addition, Lessee at its expense shall repair, replace or restore all damage to the Premises or the Building caused by the negligent acts or omissions of Lessee or its agents, contractors, employees or invitees, or by a breach by Lessee of its obligations under this Lease.

3. Prior Approval. Prior to maintenance on any fixture or kitchen appliance that is owned by Lessor, Lessee shall notify Lessor and a plan shall be established as to whether the piece of equipment shall be repaired or replaced based on economics. Both parties shall agree as to whether the appliance is to be repaired or replaced. Should the parties decide that the appliance is to be repaired, the parties shall each pay 50% of the repair costs. The parties shall agree on who will be hired for the repair. Should the parties agree that the appliance be replaced, Lessee shall pay 100% of the cost. All appliances being replaced remain the property of Lessor and Lessee shall not be permitted to use the appliances for any trade-in value. Upon termination of the lease, any appliance replaced by Lessee shall remain the property of Lessee.

C. DAMAGE AND DESTRUCTION

If during the term of this Lease the Premises are so damaged by fire or other casualty as to be rendered untenable in whole or in substantial part, then either Lessor or Lessee may terminate this Lease effective the date of such casualty. In addition, if the Building is destroyed in whole or in substantial part by casualty (regardless of the extent of the damage to the Premises), or if the insurance proceeds are insufficient to repair the damage to the Building or Lessor's mortgagee elects to apply any of the proceeds to the mortgage debt, Lessor may terminate this Lease effective the date of such casualty. These elections by Lessor or Lessee shall be made within 30 days after the occurrence of the casualty, or shall be deemed waived. If this Lease is not so terminated, either because the damage does not render the Premises untenable, either in whole or in substantial part or because neither Lessor nor Lessee elects to terminate this Lease pursuant to the preceding provisions, then Lessor shall, with all due diligence, repair and restore the Premises to substantially their
original condition (notwithstanding Lessee's Work and any alterations or improvements made by Lessee) within a reasonable period of time after the occurrence of the casualty, dependent on the severity, or within such longer period as may be permitted due to any "Excusable Delay" as defined below. The rent shall be abated in proportion to the unleaseable space until the Premises are restored.

Lessee shall promptly restore Lessee's Work and any other alterations or improvements made by Lessee to substantially restore their condition preceding the casualty, and the rent abatement shall continue until Lessee's completion of such restoration. If the Premises are not so restored by Lessor within 180 days after the occurrence of such casualty, or within any extended period due to Excusable Delays, Lessee may terminate this Lease by giving Lessor written notice. If this Lease is terminated by Lessee or Lessor pursuant to this Section, Lessor shall refund any rent prepaid beyond the effective date of termination. The term "Excusable Delay" shall mean any one or more of the following: labor disputes, fire or other casualty, unusual delay in transportation, adverse weather conditions, unavailability of labor, materials and equipment, and any other causes beyond Lessor's reasonable control.

D. CONDITION OF PREMISES

Lessee shall throughout the lease term maintain the building and other improvements constituting the Premises and keep them free from waste or nuisance, and shall deliver up the Premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation after written notice has been provided to the Lessee, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

E. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor. Lessee shall have the right at all times to erect or install shelves, bins, and trade fixtures, provided that Lessee complies with all applicable laws, ordinances, and
governmental regulations. Lessee shall have the right to remove at the termination of this lease such items so installed, provided Lessee is not in default; however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease; however, the Lessee shall promptly remove, if Lessor so elects, all alterations, additions, and improvements, and any other property placed in the premises by Lessee, and Lessee shall repair any damage caused by such removal.

Lessee shall not permit mechanics' liens to attach to the Premises or the Property by reason of Lessee's work, improvements or alterations. Before commencing Lessee's Work, Lessee shall (a) obtain Lessor's approval of its plans and specifications; (b) furnish evidence that Lessee has obtained all building, zoning and other governmental permits and approvals necessary for Lessee's Work; and (c) provide certificates to Lessor evidencing that Lessee has obtained builder's risk insurance for Lessee's Work, workers' compensation insurance as required by law for all contractors and other persons engaged in Lessee's work, and such other insurance coverages as are required by this Lease, all in form and substance satisfactory to Lessor.

VII. USE OF PREMISES

Lessee will use and occupy the Premises for preparation of seasoning mixes and honey sweetened fruit butters and will retail local produce and goods from vendors, and serve beverages, salads, sandwiches and soups utilizing local ingredients, and for no other purpose without Lessor's prior written consent.

The Lessee shall maintain minimum hours of operation including Monday through Friday from 11am to 6pm, Friday. Saturday and Sunday hours will be at the discretion of the Lessee. Lessee shall receive prior written approval from Lessor before any change in the hours of operations. Lessee shall receive prior written approval from Lessor before any change is made that would substantially alter the theme or the decor of the restaurant to ensure that the theme or decor continues to complement the historical significance of and the intended use of the Building. In connection with its use and occupancy of the Premises, Lessee shall not:
(a) install, use, operate or maintain any machinery or equipment or permit any other activity or conduct within the Premises which (i) produces any discernible vibration or a noise level, which would violate the Piqua Codified Ordinances, as Lessee recognizes that the primary tenant of the Building is a library, or (ii) overload the floors or any other structural portions of the Premises or the Building;

(b) use any part of the roof of the Building for any purpose; or

(c) treat, manufacture, use, store or dispose of hazardous substances, hazardous wastes, petroleum products or other substances regulated under applicable environmental laws, except that Lessee may use, store and dispose of any of the foregoing materials to the extent that (i) the materials and quantities to be used and stored on the Premises and Lessee’s procedures for using, storing and disposing of the same are first approved by Lessor, (ii) Lessee’s use of these materials is merely incidental to Lessee’s primary use and (iii) the use and storage of the materials on the Premises is not prohibited by applicable laws or regulations; or

(d) permit the Premises to be used for any purpose that would render void or cause cancellation of any insurance maintained on the Building by Lessor, or cause an increase in the premiums for such insurance; or

(e) use any other portion of the Building that is not permitted or authorized herein without prior written approval from the Lessor and the tenant, if any, of the other space to be used within the Building.

VIII. SIGNAGE

Lessee shall have the right to erect one sign on the south side of the exterior of the Building parallel to W. High St., such sign being on the exterior of the portion of the Premises being leased. All signs must comply with the City of Piqua Sign Code and any other applicable laws. Lessee shall be responsible for the maintenance of the signage. The design of the signs shall be approved by the Lessor. Lessee shall remove all signs at the termination of this lease, and shall repair any damage and close any holes caused by such removal.

IX. PLAZA OVERSIGHT COMMITTEE ("POC")

A Plaza Oversight Committee ("POC") acts as a mediator and makes
recommendations on disputes between or amongst the tenants of the Building. If there is a dispute and/or concern regarding any issue with a tenant, such as noise, odors, signage, etc., the tenant shall notify the other tenant before any other party to resolve the issue. If the issue cannot be resolved, the parties shall proceed to the POC where the POC shall mediate the issue.

X. COMPLIANCE WITH LAWS

Lessee, at its sole expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Premises, and shall make any repairs, modifications and additions to the Premises that may be required by any of those laws or regulations. Notwithstanding the above, Lessee shall not be obligated to make, and Lessor shall be solely responsible for, any structural repairs, modifications or additions to the Premises that (a) are not necessitated by negligent or wrongful actions of Lessee or others for whom Lessee is responsible and (b) Lessor would be required to make as the owner of the Building regardless of the specific nature of Lessee's use. Lessor is responsible for any structural alterations of the ingress and egress to the Premises or the Building required for compliance with the Americans with Disabilities Act. Lessee is responsible for the compliance with the Americans with Disabilities Act in regard to the interior of the Premises and all elements of Lessee's Work.

XI. INSURANCE

A. PUBLIC LIABILITY INSURANCE

Lessee shall procure and maintain commercial general liability insurance for the Premises with policy limits of not less than a single limit of $1 million for personal injury or death and property damage per occurrence and $3 million in the aggregate. Lessor and any mortgagee shall be named as additional insureds under this policy with a certificate of insurance stating that Lessee's coverage is primary and non-contributing. The policy shall contain an agreement by the insured that it will not cancel the policy except after thirty days prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

In addition to the commercial general liability insurance, there shall be Liquor liability insurance in an amount not less than $1,000,000 per occurrence
to cover claims arising out of the serving, consumption, and/or sale of Liquor in, about, or from the Premises or the Building. Such policy(ies) shall be endorsed to cover Lessor, Lessor’s officials, employees, agents and volunteers as Additional Insureds.

B. FIRE AND CASUALTY INSURANCE

Lessor shall keep the Building and all other improvements located on the Property insured against loss by fire and all of the risks and perils insured against in a "special form" commercial property insurance policy. During the term of this Lease, Lessee shall procure this insurance with respect to Lessee’s Work and all other alterations and improvements installed in the Premises by Lessee, in the amount of their full replacement cost. Lessor may also obtain such additional coverages as it deems appropriate for the Building, including, but not limited to, boiler and machinery and rent loss insurance or endorsements. This insurance shall be written by a company of recognized financial standing that is authorized to do an insurance business in the State of Ohio. The costs incurred by Lessor pursuant to this are referred to as "Insurance Costs." Lessee shall reimburse Lessor for its proportionate share of and any increases in the Insurance Costs.

C. CERTIFICATES

Prior to Lessee occupying the Premises, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under this section. Lessee shall also deliver to Lessor at least 10 days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance. Lessor shall deliver to Lessee a certificate of insurance of any coverage upon receipt.

XII. INDEMNIFICATION AND HOLD HARMLESS

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages or losses, and any attorney’s fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or of its employees, agents or contractors, or by reason of the breach of any of Lessor’s obligations under this Lease.
Lease, Lessor may immediately recover from Lessee, and Lessee shall be liable to Lessor for, all rent due and unpaid up to the time of such reentry. If Lessor elects to terminate this Lease, Lessor shall be entitled to the damages caused by Lessee's default, which shall include (a) the costs of reletting the Premises, (b) the difference between the total amount of rent and other charges that Lessee agreed to pay for the balance of the term of this Lease and the current rental rate of the Premises over the same period, and (c) all additional sums to which Lessor may be entitled under applicable law and the terms of this Lease. Lessee's obligation to pay rent shall survive any termination of this Lease due to Lessee's default. If Lessor does not elect to terminate this Lease, Lessor may, without waiving or postponing any other rights given it by law or provided for in this Lease, relet the Premises on such terms as it deems best, and apply the proceeds, less all expenses of reletting, to payment of past due rent and the rent due for the balance of the term and hold Lessee liable for the difference. In no event shall Lessee be entitled to any excess rents received by Lessor upon reletting the Premises. The expenses of reletting shall include reasonable attorneys' fees actually paid in recovering and reletting the Premises; the cost of all repairs, additions and improvements necessary to prepare the Premises for reletting; and all brokerage commissions and fees paid with respect to any reletting. These remedies shall not be deemed exclusive, and Lessor shall have all other rights and remedies provided in law or equity.

If there is any dispute by Lessee as to its default, the parties may participate in non-binding mediation and the parties shall each pay 50% of the mediator's expenses.

C. RIGHT TO CURE

Without limiting any other remedy available to Lessor by reason of Lessee's default, in the event Lessee defaults in the performance of any of its obligations, Lessor may, at its option, but without any obligation so to do, do all things as it deems necessary and appropriate to cure the default, perform for Lessee any obligation which Lessee is obligated to perform but has not performed, and expend such sums as may be required. All costs and expenses so incurred by Lessor shall be due and payable to Lessor immediately upon demand, together with interest at the rate of 7% per annum or, if less, the highest legal rate, from the date that the costs and expenses were incurred until the same are paid to Lessor.

XIV. OTHER
A. SUBORDINATION AND ATTORNMENT. This Lease and all of Lessee's rights under this Lease are subject to subordination to all mortgages placed on or affecting the Premises and all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any of those mortgages and any other mortgage now or in the future affecting the Premises or any interest in the Premises (collectively "Mortgages"). In confirmation of this subordination, Lessee promptly shall execute and deliver any subordination agreement that Lessor may request. In the event any proceedings are brought for the foreclosure of any Mortgage, Lessee shall, upon request, attorn to the purchaser or transferee upon foreclosure, and recognize the purchaser or transferee as the Lessor under this Lease to the same extent and effect as the original Lessor. Lessee agrees to execute and deliver upon the request of Lessor, or any purchaser or transferee, any instrument necessary or desirable to evidence this attornment. Lessee waives any right that it may have by law to terminate this Lease or to surrender possession of the Premises by reason of any foreclosure proceeding.

B. QUIET ENJOYMENT. Lessor covenants that it has the full right and authority to make this Lease and that if Lessee pays the rent and performs all of the terms of this Lease, Lessee shall peaceably and quietly enjoy and possess the Premises throughout the term, subject only to the conditions set forth in this Lease.

C. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in this Lease to be kept and performed by Lessor and Lessee shall bind and inure to the benefits of their successors and assigns, subject, however, to the conditions herein. Any assignment of this Lease shall have prior written approval by the Lessor.

D. PERSONAL PROPERTY. All trade fixtures, furnishings, equipment and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

E. LIABILITY OF LESSOR. If Lessor fails to perform any of its obligations under this Lease, and, as a consequence of this default, judgment may be satisfied in accordance with law. In no event shall Lessee have the right to levy its execution against any property of Lessor other than its interest in the Property. In the event of the sale or other transfer of Lessor's interest in the Property, Lessor shall be released from all liability and obligations subsequently accruing under this Lease.
F. WAIVER. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor or any right or remedy in law or otherwise.

G. HOLDING OVER. Any holding over beyond the expiration of the term of this Lease when a renewal option has not been exercised or agreed to shall be construed to be a tenancy from month to month at the same rent as to the terms agreed to herein, and shall otherwise be on the same terms and conditions as provided in this Lease.

H. ENVIRONMENTAL MATTERS. Lessor represents and warrants to Lessee that to the best of Lessor's knowledge as of the date of this Lease, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Property, and Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty.

I. SURRENDER. Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Premises in good condition and repair, ordinary wear and tear since the last repair required by this Lease, fire and other casualty or governmental takings excepted.

J. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

K. MEMORANDUM OF LEASE. A memorandum of this Lease shall be executed and in recordable form in accordance with the provisions of Section 5301.251 of the Ohio Revised Code.

L. NOTICES. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, or if sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:
Lessor:
City of Piqua
Gary Huff
201 W. Water Street
Piqua, Ohio 45356

Lessee:
Rosebud's Ranch and Garden, LLC
Amber Stephenson
7350 W. Rike Road
Covington, Ohio 45318

Either party may change its notice address by giving notice to the other in the foregoing manner.

M. LESSOR'S RESERVED RIGHTS. Without abatement or diminution of rent, and in addition to any other rights reserved in this Lease, Lessor reserves the following rights:

(a) to change the street address and/or the name of the Building and/or change the arrangement and/or location of any exterior elements of the Property; (b) to make alterations or improvements to the existing buildings; (c) to use all or part of the roof or exterior walls of the Building; and (d) to install, maintain, use, repair or replace within the Premises or the Building pipes, ducts, wire, conduits and other mechanical equipment serving other parts of the Property. In exercising its rights under this Section, Lessor shall use reasonable efforts not to impair or unreasonably interfere with Lessee' business operations, or to minimize any such interruptions when necessary.

N. RIGHT OF ENTRY. Lessor shall have the right to enter the Premises at any time to examine their condition, to make any repairs and, during the last 6 months of the term, to show the Premises to persons interested in purchasing or leasing the same. Except where it is impractical to do so, Lessor shall give Lessee at least 24 hour notice before any entry.

O. ESTOPPEL CERTIFICATE. Within 10 days after any request by Lessor, Lessee shall execute an estoppel certificate to evidence (a) the existence or nonexistence of any default under this Lease by Lessor or Lessee, any amendments to this Lease or prepayments of rentals and (b) such other facts with respect to this Lease as Lessor or any mortgagee may reasonably require.

P. ENTIRE AGREEMENT. This Lease, including all exhibits, contains the entire agreement between the parties and supersedes all prior understandings. No amendments to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.

Q. CAPTIONS. The captions of this Lease are for convenience of reference only and shall not be considered in the construction of any provisions of this Lease.
**R. FORM AND LAW.** The laws of the State of Ohio and the City of Piqua shall apply to this Lease and any action that result therefrom. Any legal action that is commenced, shall be commenced in the courts governing Miami County, Ohio.

This LEASE is hereby agreed to and executed this ____ day of ____________________ 2020 by the duly authorized agents and/or representatives of the City of Piqua and Rosebud's Ranch and Garden, LLC.

By City of Piqua:  

Gary A. Huff, City Manager

By Rosebud's Ranch and Garden, LLC:

Amber (Lange) Stephenson

Witness

Witness

Prepared by Frank J. Patrizio Esq.