

PUBLIC NOTICE
AGENDA
ADMINISTRATIVE SERVICES COMMITTEE MEETING
Chair: Kristopher Parrish
Committee Members: Lisa Evans and Kim Chamberland

Wednesday, June 14, 2023, at 5:00 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Executive Session: Milford Charter Section 3.05 (3) Pending Litigation

Proceedings: Approval of the May 15, 2023, Administrative Services Committee Minutes

Agenda Items:

- Discussion: Agreement Authorizing Legal Services
- Discussion: Proposed Compensation for Non-Union Employees.
- Discussion: Duke Gas Monitoring Station.
- Discussion: Local Government Fund Alternative Formula
- Discussion: Short Lila Avenue Sanitary Sewer and Stormwater Remediation Project
- Discussion: VacAll Ordinance Revision
- And all other matters that may properly come before the Committee.

Adjourn

**Administrative Services Committee
Meeting Minutes
May 15, 2023**

Mr. Parrish called the meeting to order at 3:30 p.m.

Present: Lisa Evans Kim Chamberland and Kristopher Parrish

Staff: City Manager, Michael Doss, Finance Director Pat Wirthlin, and Executive Assistant Jackie Bain

Visitors: None

Proceedings: The committee members approved the proceedings from the April 26, 2023 Administrative Services Committee Minutes.

DISCUSSION: COOPERATION AGREEMENT FOR THE CLERMONT COUNTY ENTITLEMENT PROGRAM

Mr. Doss discussed agreement information with the committee regarding participating in the Clermont County Entitlement program. Every few years we enter into an agreement with Clermont County that essentially recognizes the Community Development block, the Home Grant through HUD. We have been successful with several CDBG grant block funds. With this agreement we will adhere to all of the rules and regulations and procedures under the federal guidelines. We will seek reimbursements through Clermont County. This is a renewal of past practices and agreements that we have had with Clermont County. It is good for three years, starting in 2024 and ending in 2026.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT ORDINANCE TO ENTER INTO A COOPERATIVE AGREEMENT WITH CLERMONT COUNTY BOARD OF COMMISSIONERS FOR THE CLERMONT COUNTY ENTITLEMENT PROGRAM

DISCUSSION: ORDINANCE AMENDING APPROPRIATION ORDINANCE 2022-181 AND 2023-192

Ms. Wirthlin reviewed a list of proposed amendments to the City's 2023 budgeted appropriations, transfers, and advances. The attached chart was reviewed and discussed. Roughly half of the monetary changes have to do with increased costs associated with the City's three major projects: ~\$3.3 Million Water Tower Grant Project (Including Design) ~\$1.3 Million Water Line Grant Projects (Including Design) ~3.0 Million Park Levy Project (Including Design and Geothermal. Ms. Evans asked if we had received any money back from the Aerie Garfield road collapse. Mr. Doss said that we have invoiced them, and we are giving

them 45 more days before we pursue anything. We are to receive ~\$79,000.

Ms. Chamberland asked if the Pickle Ball Grant request received approval for funding. Mr. Doss stated that it did not pass.

Five Points Park Levy Fund was also discussed. Ms. Wirthlin was informed that there was mention of transferring \$350,000 to Five Points, the thought being that we are to receive money from the sale of 25 Main. Ms. Wirthlin pointed out items to the committee and how the money would transfer into the budget. Her thoughts on that, as the Finance Director, Ms. Wirthlin stated that when you are recouping your return on an investment, you just return it to where it came from. And let the reserve build up to where it would be if you had gotten your return on your investment. She reminded the committee that we should have at least 6 to 8 months as a reserve in General Fund. With the \$350,000 coming in as General Fund revenue, we are below an ideal reserve at 5.4 months because the \$350,000 did not recoup the total approximate \$590,000 investment in the property, including parking lots. Transferring the \$350,000 to the Park Levy Fund would then put the General Fund reserve closer to 5 months, which is not ideal. Ms. Wirthlin stated that the timing of this isn't great and asked if Committee would consider either putting off the expenditure until the "budget time" or doing only the additional parking lot for \$100,000. Ms. Wirthlin mentioned that the City has three major projects, (water tower, water lines, and Five-Points park), all involving cost increases. Additionally, the \$3 million Water Tower Improvement grant, as it stands, requires the City to prepay all expenses on the project. This could potentially put the General Fund reserve in a critical position. Hopes are high for all municipalities who have been granted the OhioBuilds grant that the grant rules will change and that the City will receive the \$3 million in grant funds prior to spending, similar to COVID grants. The rule as it stands could be difficult for many grant recipients, not just Milford. Ms. Wirthlin discussed at length a Five Points Landing Cash Flow chart to the committee. Ms. Evans said that we have to do this Five Points Park Project. Bank or no bank, the trend has been that things in Milford never get finished. And if we don't do this now, while the park is under construction, and bring back some of these things that are going to be Phase II, the trend has been over the last 20 years is that things don't ever happen. While it is under construction, it is cheaper now to do the things than try to add them later. And the project will never get done. This is the prime center of the City, and we have to make it right the first time and the best we can. Ms. Chamberland asked about our own General Fund and the reserve being down to 5 months vs. 5.4 months. In her opinion, she would like us to get as close as we can to the original plans for the park and finish the project. Mr. Doss wanted to indicate that we, as a staff, when MSP and DER met, the bid was about a million dollars over. There was a two-hour meeting to review the park project. We have all the main things except for the Concession Stand and parking on Lila. Mr. Parrish stated that if this is to be our Crown Jewel, then we must keep in or put back in items to the park. It is much cheaper to do this now, rather than wait. Mr. Doss said that if this advances from committee, the change orders that Community Development will consider will actually be \$311,574.71. The committee totally appreciated Ms. Wirthlin's work that she put into this information but felt that this project has to be done right and squeeze the budget to do it. The committee agreed that it would be nice to have this connector between our downtown and

uptown being a spectacular point in the city for not only the residents but also the visitors that come to the city.

The Committee Agreed To Recommend That The Law Director Draft An Ordinance Amending Ordinances 2022-181 And 2023-192 By Increasing The Individual Appropriations, Transfers, And Advances As Listed On The Attached Chart Totaling \$3,825,950.

Fund		Category			Purpose
		Personnel	Other	Total	
Increase (Decrease)					
Appropriations					
101	General Fund				
1003					
1300	Police Contracts	\$ 67,000	2,000	67,000	City will be Reimbursed
6100	Street Lighting		2,700	2,000	Increase in Utility Costs
7000	Service		29,000	2,700	Router & Firewall
7100	Manager		2,050	29,000	Property Tax Incentivas / Main Parking Tank Pump
7300	Finance		1,400	2,050	Trailhead Property Tax/SSI Contract
	Legislative	500		1,900	Insurance/ IT / SS & OPERS Reallocations
Special Revenue Funds					
204	Parks & Recreation		55,500	55,500	Pickleball Courts / Legion Parking Paving
207	Cemetery		12,000	12,000	Summer Saturdays / Mower Repair
210	Street Construction M&R		14,000	14,000	Landscaping / Damaged Headstone
					Resurfacing Contract / Mower Repair / Salt
215	Fire / EMS Levy Fund				
			66,000	66,000	Property Tax Incentives
Capital Funds					
417	Real Property Improvement (25 Main)		2,300	2,300	Asbestos Cleanup
418	Park Levy Improvement		1,000,000	1,000,000	System Input Correction
			370,000	370,000	Tier II Study /Change Orders \$350K
Enterprise Funds					
501	Storm Water Utility		17,000	17,000	Vac Truck Unexpected Repairs
502	Water Operating		8,000	8,000	Utilities / Aerie Garfield Road Collapse
503	Wastewater Operating		21,000	21,000	Utilities/Sludge Removal
515	Water Tower Improvement		278,500	278,500	Engineering No Longer In Water Tower Grant Package
516	Water Capital		12,000	12,000	Wallace Supply Line for Water Tower
517	Wastewater Improvement		37,000	37,000	Reallocate Half of Radio Read Meters from Water Capital
Transfers & Advances					
101	General Fund				
	Transfer Out to Street Maintenance Fund		15,000	15,000	Resurfacing Contract / Mower Repair / Salt
	Transfer Out to Cemetery Fund		3,000	3,000	Continuing Support
	Transfer Out to Park Levy Improvement Fund		160,000	160,000	Engineering Paid Prior Year - No Longer in 5-Points Levy Package
	Transfer Out to Water Tower Fund		200,000	200,000	Engineering No Longer In Water Tower Grant Package

502	Transfer Out to Park Levy Fund	350,000	350,000	Might Need to Prepay \$3M Water Tower Project Costs
	Advance Out to Water Tower Fund	500,000	500,000	
515	Water Operating			Engineering No Longer In Water Tower Grant Package
	Transfer Out to Water Tower Fund	100,000	100,000	
515	Water Tower Improvement			Might Need to Prepay \$3M Water Tower Project Costs
	Advance Return to General Fund	500,000	500,000	
TOTALS		67,500	3,758,450	3,825,950 I

05/14/2023

There being no further business, the meeting adjourned at 4:14 pm with a motion from Ms. Chamberland, Seconded by Ms. Evans.

Respectfully submitted,
Jackie Bain, Executive Assistant

“These minutes have been approved and adopted by Mr. Parrish, Ms. Chamberland and Ms. Evans on May 16, 2023.”

CONFIDENTIAL

_____, 2023

City of Milford
745 Center Street, Suite 218
Milford, Ohio 45150

Re: Letter Agreement Between Duke Energy Ohio, Inc. and City of Milford

Dear City of Milford:

Reference is herein made to the certain easement agreement(s) dated _____ (collectively, the "**Easement Agreement**") by City of Milford, an Ohio municipal corporation ("**Grantor**") to Duke Energy Ohio, Inc., an Ohio corporation, its successors and assigns ("**Duke Energy**"), whereby Grantor granted Duke Energy certain easements and rights (the "**Easement Area**") under, upon, over, through, and across Grantor's real property situated in Clermont County, Ohio, as described in the instrument recorded in Plat Book 11, Page 183, of the Clermont County Recorder (the "**Property**"), for the for the purposes described in the Easement Agreement. Capitalized terms used but not defined herein shall have the meaning(s) ascribed to them in the Easement Agreement.

The purpose of this letter agreement ("**Letter Agreement**") is to confirm the parties' agreements with respect to the Easement Agreement and Easement Areas, and each party agrees that it will at all times act in good faith in connection with this Letter Agreement. The consideration for this agreement is the mutual promises and covenants stated herein, the receipt and sufficiency of which is hereby acknowledged. The parties hereby agree as follows:

- A. Activities and Conditions. Each party shall perform and abide by its respective rights and obligations contained in the "**Activities and Conditions Addendum**" attached hereto and incorporated herein by reference. Grantor hereby authorizes Duke Energy to take all actions reasonably necessary or convenient for it to complete its obligations under the Activities and Conditions Addendum.
- B. Term and Termination. This Letter Agreement will be in effect from the date on which the last party signs the Letter Agreement and will continue in full force and effect until such date provided in the Easement Agreement.
- C. Third-Party Beneficiaries. This Letter Agreement is entered into solely between, and may be enforced solely by, Duke Energy and Grantor and their lawful heirs, successors, and assigns (including rightful successors in title to the Property). This Letter Agreement does not create any rights in or obligations to any third parties.
- D. Public Disclosures. Duke Energy agrees that this Letter Agreement, the Easement Agreement and any other communications and documents related to the Easement Area and Property are subject to public disclosure request and disclosure as may be legally required from time to time.
- E. Governing Law; Venue. This Letter Agreement will be governed by and interpreted in accordance with the laws of the State in which the Property is located, without giving effect to any choice-of-law rules. The parties agree that venue for any action relating to this Letter Agreement shall be Clermont County, Ohio.
- F. Liability. Except to the extent caused by a party's gross negligence, fraud, misrepresentation, or willful misconduct, neither party (including its affiliates, employees, agents, assigns or successors) will be liable to the other party in connection with this Letter Agreement for (i) any losses, liabilities, claims, damages, actions, or expenses in excess of the monetary consideration paid to Grantor in securing the Easement Agreement, (ii) any consequential, incidental, indirect, special, or punitive damages, or (iii) any acts or omissions of any officers, directors, or employees of Grantor.
- G. Miscellaneous. If any term or provision hereof is held invalid, unenforceable, or illegal, such holding will not invalidate or impact any other provision. No amendment or modification to this Letter Agreement will be effective unless in writing and signed by both parties. Each party has had an opportunity to review the Letter Agreement and consult with counsel, and any ambiguities shall not be resolved against the drafting

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party. This Letter Agreement, together with the Easement Agreement, constitutes the entire agreement between the parties concerning the matters covered therein and supersedes all prior or contemporaneous agreements and/or understandings between the parties, whether written or oral. Each party acknowledges that it has not entered into this Letter Agreement in reliance upon any such promise, representation or warranty not contained herein.

By its signature below, each party confirms its express and binding agreement to the terms of this Letter Agreement. The Parties agree that electronic signatures and transmission (such as pdf) shall be as effective as if originals and that this Letter Agreement may be signed in counterparts, the sum of which constitutes a single document.

Duke Energy Ohio, Inc.

By: _____

Printed Name: Ebony Wiggins

Title: Manager, Land Services

Date: _____

City of Milford

By: _____

Printed Name: Michael Doss

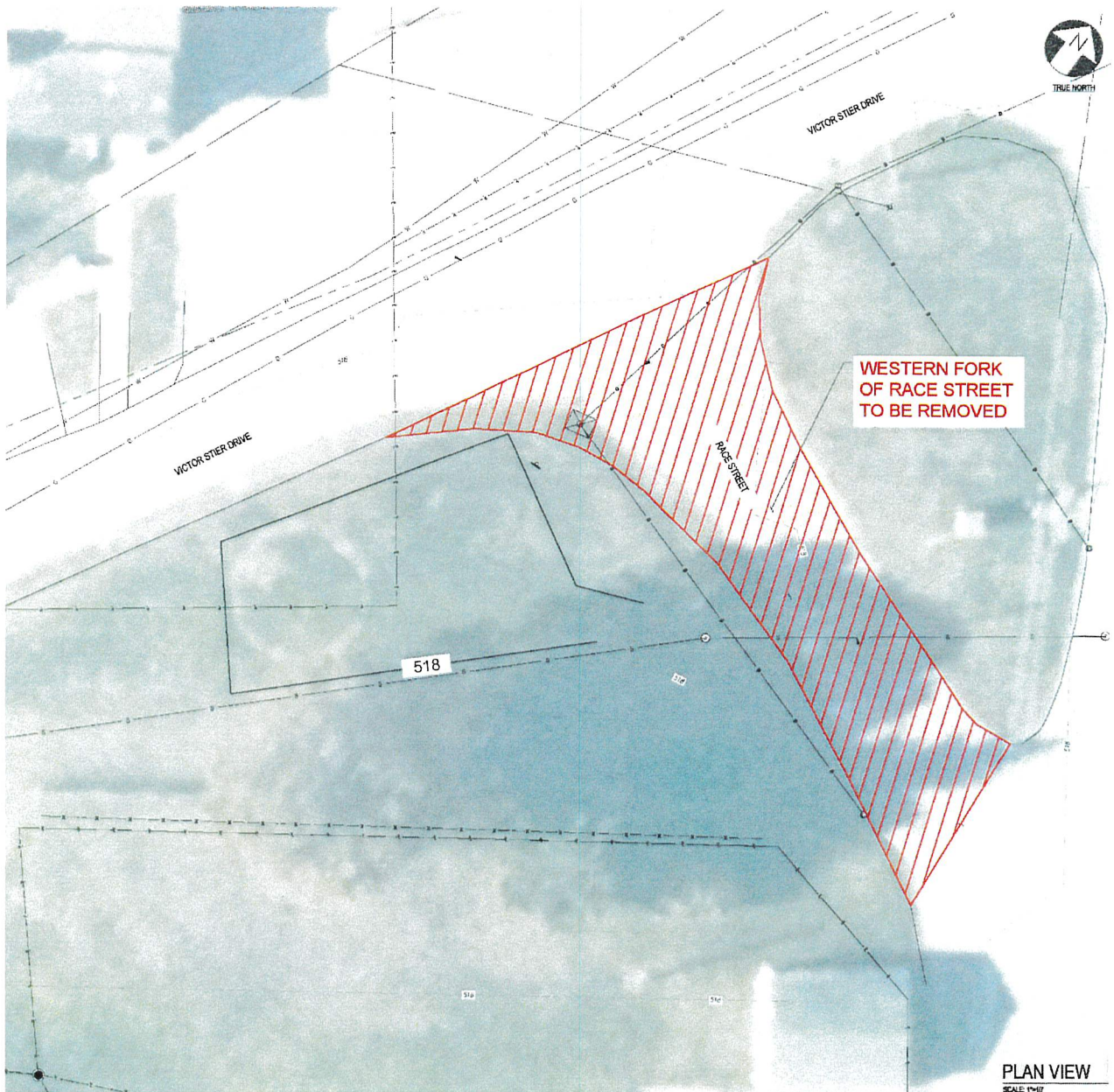
Title: City Manager

Date: _____

Activities and Conditions Addendum

1. Duke Energy agrees to remove a section of road as shown in Exhibit A.

Exhibit A



EASEMENT

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210
Return Recorded Document To: _____

STATE OF OHIO
COUNTY OF CLERMONT

For Internal Informational Purposes Only
PROJECT: MILFORD DOWNTOWN
CONSOLIDATION
PROJECT NO. AW4831

THIS "**EASEMENT**" is made and granted as of this _____ day of _____, 2023 (the "Effective Date"), from **CITY OF MILFORD**, an Ohio municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Duke Energy**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Clermont, Ohio, as more particularly described in the instrument recorded in Plat Book 11, Page 183, Clermont County Recorder, and specifically described on the attached **Exhibit B** which is incorporated herein (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

Utility Station Site Easement. Ann easement under, upon, over, through, and across that portion of the Property designated "USSE" of the Survey (the "**USSE Area**") for the purposes of erecting, constructing, maintaining, operating, altering, relocating, repairing, upgrading, replacing, removing, inspecting, grading, and protecting one or more utility stations or sites and appurtenant facilities used in connection therewith (including, without limitation, pipelines, meter stations, valves, launchers and/or receivers, regulator stations, and electrical and telecommunication equipment) for the transportation and/or control of natural gas. Duke Energy shall have all rights necessary for the full use and enjoyment of the USSE Area, including, those rights set forth below and without limitation the right, but not the obligation, to: (1) install fencing within or around all or portions of the USSE Area and (2) exclude all persons, except for Grantor, from any fenced portions of the USSE Area. Grantor represents and agrees that it shall grant and convey such reasonable easements and rights of way to the USSE Area to third party utility services providers as Duke Energy may deem necessary or desirable to serve its facilities. This Utility Station Site Easement shall automatically terminate in ninety-nine (99) years from the Effective Date of this Easement (the "**USSE Termination Period**"), at which point the Parties must take reasonable efforts to renegotiate an extension unless the Parties expressly agree otherwise. Should Grantor seek to relocate the USSE Area before the expiration of the USSE Termination Period, Grantor shall give Duke Energy 12 months' written notice before such relocation. Should Grantor seek relocation to accommodate a governmental function, Duke Energy shall pay for the relocation in its entirety. On the other hand, should Grantor seek relocation to accommodate a proprietary function, Grantor shall pay for the relocation in its entirety.

For purposes of this EASEMENT, the term "**Easement**" shall refer to the easement described above and as depicted on the Survey and the term "**Easement Area**" shall refer collectively to all the easement area described above and as depicted on the Survey.

Duke Energy's Use. Duke Energy shall have the full use and enjoyment of the Easement(s) herein granted, including: (1) reasonable access across the Property to and from the Easement Area, and (2) the right, but not the obligation, to clear and keep the Easement Area cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Area for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Area or install certain Obstructions within the Easement Area if Grantor has obtained prior written

approval from Duke Energy, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Area; (2) endanger the safety of Grantor, Duke Energy, the general public, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Area except as approved in writing by Duke Energy, which approval shall not be unreasonably withheld, conditioned or delayed.

Damages. Duke Energy shall be responsible for any damage to (1) the land within the Property and Easement Area and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Duke Energy in exercising the rights granted herein. Within thirty (30) days after such damage or destruction, Duke Energy shall restore and level the surface of the Easement Area to substantially the same condition as existing immediately prior to Duke Energy's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantee's prior approval or permission.

No Waiver or Additional Representations. The failure by Grantor or Duke Energy to exercise and/or enforce any of the rights, privileges, and Easement herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Grantor or Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, to , any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. Duke Energy shall have the right to assign, license, or otherwise transfer, in whole or in part, this EASEMENT to any person or entity with Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

CITY OF MILFORD,
an Ohio municipal corporation

By: _____

Name: Michael Doss

Title: City Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____,
certify that Michael Doss personally came before me this day and acknowledged that he (or she) is City
Manager and that he (or she), in such capacity, being authorized to do so, executed the foregoing
Easement on behalf of City of Milford, an Ohio municipal corporation.
Witness my hand and official seal this the ____ day of _____, 20__.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____

Exhibit A

Exhibit B

Utility Station Site Easement

A portion of land situated in the City of Milford, County of Clermont, State of Ohio, being a part of and being more particularly described as follows:

COMMENCING at a found 1/2 inch rebar, being the southwest corner of now or formerly NTN Properties, LLC recorded in Deed Book 2408, Page 1356, a point on the variable width Right of Way of Victor Stier Drive and having coordinates of North 433588.31 East 1459750.46;

Thence along said right of way line and property line, North 39°10'23" West a distance of 43.31 feet;

Thence continuing, North 56°32'49" East a distance of 130.72 feet to the northwest corner of said NTN Properties, LLC;

Thence through said right of way, North 75°06'55" West a distance of 47.12 feet to the POINT OF BEGINNING, having coordinates of North 433706.05 and East 1459786.62;

Thence continuing through said right of way the following four (4) courses:

South 46°48'32" West a distance of 64.59 feet;

North 38°38'51" West a distance of 26.86 feet;

North 34°11'36" East a distance of 52.89 feet;

South 58°59'46" East a distance of 29.07 feet to the POINT OF BEGINNING;

The above-described Utility Station Site Easement contains 1,916 square feet or 0.044 acres more or less.

Bearings are based on Ohio State Plane Coordinate System, South Zone (NAD 83-2011), and distances are US Survey feet grid lengths.

No monuments have been set for this description.

Date of description: May 12, 2023



A handwritten signature in black ink that reads "Dan York".

Daniel K. York, PLS
Professional Surveyor 8729



Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), Lease(s), and/or Damages
("Agreement")

Duke Energy Ohio, Inc. ("Duke Energy")
Project Name: Milford Consolidation Station 0947 Project Number: AW4831
Project Tract #: Consideration: \$25,000
Landowner: City of Milford % Ownership: 100.00%
Pay to the Order of: City of Milford
Deliver Check To: City of Milford Phone: 513-576-5460
745 CENTER ST STE 200
MILFORD OH 45150 Phone: _____

In consideration of the right(s) of way, easement(s), lease(s), and/or damage(s) dated _____, 2023 (collectively, "Easement") granted by Landowner to Duke Energy, Duke Energy agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$32,000			
PERMANENT (G662)					
		Acres	%FMV		
Pipeline Easement Area				\$0	
Perm Access Easement Area				\$0	
USSE Area		0.044	100%	\$10,000	
Testing and Operations Site Easement Area				\$0	
PERMANENT TOTAL				\$10,000	
TEMPORARY (G663)					
		Acres	%FMV		
TCE Area				\$0	
Temp Access Easement Area				\$0	
Construction and Storage Lease Area				\$0	
TEMPORARY TOTAL				\$0	
CROP DAMAGES (G656)					
		SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
		Type	Acres	Yield per Acre	Price per Yield Unit
Crops					\$0
Timber					\$0
CROP DAMAGE TOTAL					\$0
DAMAGES (G656)					
		SELECT ONE: <input checked="" type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
Detailed Description of Damages		Parking lot upgrades, landscape and screening			\$15,000
DAMAGES TOTAL					\$15,000
GRAND TOTAL					\$25,000

Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Duke Energy removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Ohio law.

Landowner: _____ Date: _____
_____(SIGN) _____
Michael Doss _____(PRINT)
Land Agent: _____
_____(SIGN) 5/12/2023
Jessica Cramer _____(PRINT)

RESOLUTION NO. 2023-_____

The Board of Trustees of _____ Township, Clermont County, Ohio, met in regular/special session on the ____ day of _____, 2023 with the following members present:

_____, Trustee

_____, Trustee

_____, Trustee

Trustee _____ moved for the adoption of the following Resolution:

RESOLUTION AUTHORIZING ADOPTION OF ALTERNATIVE METHOD OF APPORTIONMENT OF THE UNDIVIDED LOCAL GOVERNMENT FUND (LGF) FOR CALENDAR YEARS 2024 THROUGH 2029.

WHEREAS, Ohio Revised Code Sections 5747.51 and 5747.52 set forth the default method for determining the amount to be apportioned from the Undivided Local Government Fund among the various political subdivisions within the county; and

WHEREAS, Ohio Revised Code Section 5747.53 authorizes the adoption of an alternative method for determining the amount to be apportioned from the Undivided Local Government Fund among the various political subdivisions within the county; and

WHEREAS, Paragraph (B) of Ohio Revised Code Section 5747.53 sets for that adoption of an alternative method of apportionment for the Undivided Local Government Fund requires the approval of the Board of County Commissioners, the legislative authority of the city located wholly or partially in the County, with the greatest population, and a majority of the Board of Township Trustees and legislative authorities of municipal corporations, located wholly or partial wholly or partially in the County (other than that of the city with the greatest population); and

WHEREAS, the Board of Township Trustees of _____ Township, Clermont County, Ohio, desires to adopt an alternative method for allocation of the Undivided Local Government Fund for calendar year 2024 and continuing through calendar year 2029.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of _____ Township, Clermont County, Ohio with at least two-thirds of its members thereto concurring as follows:

Section 1. That the apportionment of the Undivided Local Government Fund be as follows:

(a). The County will receive 48.545 percent of the total allocation to be disbursed.

(b). The amount remaining after the County allocation outlined in paragraph (a) above, will be disbursed as follows:

- (i) Union Township, 15.2 percent;
- (ii) Miami Township, 13.6 percent;
- (iii) Goshen Township, 5.9 percent;
- (iv) Batavia Township, 8.5 percent;
- (v) Pierce Township, 5.6 percent;
- (vi) Milford City, 4.0 percent;
- (vii) Franklin Township, 2.5 percent;
- (viii) Washington Township, 2.2 percent;
- (ix) Williamsburg Township, 2.6 percent;
- (x) Jackson Township, 2.6 percent;
- (xi) Monroe Township, 4.1 percent;
- (xii) Ohio Township, 2.5 percent;
- (xiii) Stonelick Township, 3.2 percent;
- (xiv) Tate Township, 3.8 percent;
- (xv) Wayne Township, 3.1 percent;
- (xvi) Loveland City, 2.5 percent;
- (xvii) New Richmond Village, 2.6 percent;
- (xviii) Bethel Village, 2.6 percent;
- (xix) Williamsburg Village, 2.5 percent;
- (xx) Batavia Village, 2.3 percent;
- (xxi) Chilo Village, 1.5 percent;
- (xxii) Felicity Village, 1.7 percent;
- (xxiii) Moscow Village, 1.6 percent;

(xxiv) Neville Village, 1.5 percent;

(xxv) Owensville Village, 1.8 percent.

Section 2. That the Fiscal Officer shall promptly deliver a certified copy of this Resolution to the Clermont County Board of County Commissioners and the Clermont County Budget Commission.

Section 3. That this Resolution shall take effect from and after the earliest time allowed by law.

Section 4. That the Board of Trustees of _____ Township, Clermont County, Ohio hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

Trustee _____ seconded the motion and on roll call, the vote resulted as

follows:

Mr. _____

Mr. _____

Mr. _____

This resolution was duly passed on the _____ day of _____, 2023.

Trustee _____

Trustee _____

Trustee _____

ATTEST:

_____, Fiscal Officer

Township

This Resolution was prepared and approved as to form by the
Office of Prosecuting Attorney of Clermont County, Ohio

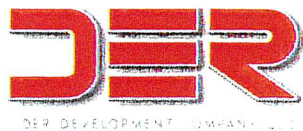
By: _____
Brian C. Shrive
Assistant Prosecuting Attorney

Date: _____

ALTERNATIVE FORMULA FOR DISTRIBUTION OF LOCAL GOVERNMENT FUNDS
CALENDAR YEAR 2024

2022 LGR Estimate	2,943,418	
County Portion	1,428,882	48.545%
Remaining Funds for Distribution	1,514,536	51.455%
37.5% of Remaining Funds split equally	567,951	
62.5% Distribution per capita	946,585	
	1,514,536	

	2020 Census Population	Population %	37.5% Equally Split	72% of per capita- Milford's addt'l for 60	2024 Total Disribution	Mayor Model 2022 50/50	Actual 2023	% of Total
COUNTY	208,601.00	100.00	22,718	648,045	1,514,536			
TIER 1								
UNION	49,639.00	31.62%	22,718	207,095	229,813	210,491.00	248,005.00	15.2%
MIAMI	43,943.00	27.99%	22,718	183,580	206,298	189,814.00	221,163.46	13.6%
GOSHEN	16,057.00	10.23%	22,718	66,287	89,005	88,581.00	95,605.07	5.9%
BATAVIA	25,688.00	16.36%	22,718	106,047	128,765	123,544.00	139,242.63	8.5%
PIERCE	15,096.00	9.62%	22,718	62,320	85,038	85,093.00	91,250.78	5.6%
MILFORD (60,000 total)	6,555.00	4.18%	22,718		60,000	54,087.00	52,440.80	4.0%
TOTAL	156,978.00	1.00	136,308	625,329	761,637			52.5%
21% of per captia								
TIER 2				198,783				
FRANKLIN	2,882.00	7.70%	22,718	15,311	38,029	40,753.00	35,780.91	2.5%
WASHINGTON	1,940.00	5.18%	22,718	10,307	33,025	37,333.00	31,521.18	2.2%
WILLIAMSBURG	3,112.00	8.32%	22,718	16,533	39,251	41,588.00	36,822.15	2.6%
JACKSON	3,089.00	8.26%	22,718	16,411	39,129	41,504.00	36,727.50	2.6%
MONROE	7,531.00	20.13%	22,718	40,011	62,729	57,630.00	56,889.75	4.1%
OHIO	2,806.00	7.50%	22,718	14,908	37,626	40,477.00	35,496.74	2.5%
STONELICK	4,877.00	13.03%	22,718	25,910	48,628	47,995.00	44,868.13	3.2%
TATE	6,542.00	17.48%	22,718	34,756	57,474	54,040.00	52,440.80	3.8%
WAYNE	4,637.00	12.39%	22,718	24,635	47,353	47,124.00	43,732.22	3.1%
	37,416.00	1.00	204,462	198,783	403,245			26.6%
TOWNSHIP TOTALS	194,394.00							
8% of per capita								
TIER 3				75,727	Total			
LOVELAND	2,568.00	20.61%	22,718	15,611	38,329	39,613.00	34,361.03	2.5%
NEW RICHMOND	2,727.00	21.89%	22,718	16,578	39,296	40,190.00	35,118.30	2.6%
BETHEL	2,620.00	21.03%	22,718	15,927	38,645	39,802.00	34,645.01	2.6%
WILLIAMSBURG	2,570.00	20.63%	22,718	15,623	38,341	39,620.00	34,361.03	2.5%
BATAVIA	1,972.00	15.83%	22,718	11,988	34,706	37,450.00	31,710.60	2.3%
	12,457.00	100.00%	113,590	75,727	189,317			12.5%
1% of per capita								
TIER 4				9,466	Total			
CHILO	71.00	4.06%	22,718	384	23,102	30,548.00	23,002.02	1.5%
FELICITY	651.00	37.20%	22,718	3,521	26,239	32,654.00	25,652.45	1.7%
MOSCOW	155.00	8.86%	22,718	838	23,556	30,853.00	23,380.65	1.6%
NEVILLE	87.00	4.97%	22,718	471	23,189	30,607.00	23,096.67	1.5%
OWENSVILLE	786.00	44.91%	22,718	4,252	26,970	33,144.00	26,315.06	1.8%
	1,750.00	1.00	113,590	9,466	123,056			8.1%
TOTAL					1,514,536			



DER DEVELOPMENT CO. LLC
750 US Hwy 50
Milford, Ohio 45150-9702

PH. 513 831.7766
info@derdevelopment.com
www.derdevelopment.com
FAX 513 831.7968

Mr. Michael Doss
City of Milford
mdoss@milfordohio.org

RE: **Five Points Landing Park**
Splash Pad – Storm Drainage Conversion to Sanitary
527 Lila Ave
Milford, Ohio 45150

GENERAL CONDITIONS & QUALIFICATIONS
DIVISION 00 & 01

1. DER will provide General Liability & Worker's Compensation Insurance.
2. Builder's Risk Insurance will be provided by Owner, if required.
3. Work to be performed using Prevailing Wage labor rates, during normal working hours.
4. Standard one (1) year warranty on labor and materials will be provided from the date of Certificate of Occupancy.
5. Tax Exempt project.
6. No contingency costs are included.
7. No bonds are included.

SCOPE BY OWNER / DER EXCLUSIONS:

1. Engineering, design or permitting.
2. Fees for sewer inspections, special inspections & testing, if required.
3. Owner will assist with providing barricades & signage for road closures.

SCOPE OF WORK BY DER

*Reconfigure the drainage of the Splash Pad from the storm curb inlet on Main St to sanitary tapped into sewer main on Lila Ave as per Owner's direction provided at the construction coordination meeting on 4/28/23. See attached marked up plan for reference.

1. Abandon Existing 6" Storm Sewer.

- a. Abandon storm pipe recently installed.
- b. Plug the end of the pipe stubbed at the edge of the splash pad.
- c. Plug the end of the pipe installed into the curb inlet basin on Main St.

2. New 6" Sanitary Sewer

- a. Layout.
- b. Traffic control as required.
- c. Mobilization of equipment: Excavator and trench boxes. All other equipment is currently onsite.
- d. Locate services for utilities recently installed outside the right of way (storm, electric, water).
- e. Hand dig and locate utilities in & out of right of way.
- f. Sawcut & remove asphalt on Lila. Dispose of offsite.
- g. Sawcut & remove curb on Lila. Dispose of offsite.



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- h. Excavate to existing Lila Ave 12" sewer main approximately 13' deep below grade under street.
- i. Tap existing main and install 6" SDR 26 sanitary sewer pipe.
- j. Install new sewer lateral to right of way line. Bed and cover sewer pipe with granular material; backfill up to bottom of Lila Ave asphalt with CDF fill.
- k. Install a cleanout at right of way line and extend sewer up in elevation to approximately 4' in depth from right of way to northwest edge of Splash Pad with 2% slope. Bed and cover sewer pipe with granular material; backfill trench with 57 stone.
- l. Restore Lila Ave open cut with 4" asphalt.
- m. Restore Lila Ave curb with new Type 6 barrier curb.

BASE BID TOTAL

\$37,500

Pricing is valid for 30 days from the date of proposal.

Thank you for the opportunity to provide this proposal and please do not hesitate to contact me with any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Wm Hank Roe'.

Wm Hank Roe
Vice President
513-967-7779; hroe@derdevelopment.com

If the above proposal is acceptable, please sign and date below.

City of Milford (Owner)

Date



DER DEVELOPMENT CO. LLC
750 US Hwy 50
Milford, Ohio 45150-9702

PH. 513 831.7766
info@derdevelopment.com
www.derdevelopment.com
FAX 513 831.7968

PAYMENT TERMS:

- Monthly Progress Billings with Net 30 day terms from invoice date. 5% Retainage.
- A monthly finance charge at an annual rate of 18% will be charged on any unpaid balance after thirty (30) days.

CONTRACT TERMS:

- Standard AIA Contract Terms or Approved Equal.
- This Proposal will be referenced as an Exhibit in the Contract between DER & Owner.

PROPOSAL EXCLUSIONS:

- Refer to SCOPE & COSTS BY OWNER and other applicable sections of this proposal.
- This proposal will be referenced as an exhibit in the contract agreement. Contract form and terms to be mutually acceptable between Owner & DER.
- Bid, payment for performance bonds (can provide upon request)
- Prevailing Wages
- Builder's Risk Insurance
- Environmental conditions, disposal or abatement of any hazardous materials.
- Design or construction cost variations resulting from owner/tenant review, building department, zoning or code/variance reviews.
- Items not specifically indicated as in inclusion in this proposal.



Remit To:
BEST EQUIPMENT CO., INC
5550 POINDEXTER DR
INDIANAPOLIS, IN 46235-

INVOICE
Number: 33446
Date: 6/13/2023

EXPERTS IN MUNICIPAL AND CONTRACTOR ENVIRONMENTAL SOLUTIONS SINCE 1917

To: CITY OF MILFORD

745 CENTER ST.
MILFORD, OH 45150

Ship To: CITY OF MILFORD

745 CENTER ST.
MILFORD, OH 45150

Customer PO		Customer ID	MILFOR
Ship Via	DELIVERY	SalesPerson	GEORGE LUCE(OH-
Terms	NET 30 DAYS		

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	ONE NEW VAC-ALL, MODEL ASD-13 SERIAL # MOUNTED ON NEW FREIGHTLINER CHASSIS, MODEL M2106 VIN # LIABILITY OF THE GOODS/EQUIPMENT IN THIS SALES INVOICE TRANSFERS TO THE BUYER, ONCE EQUIPMENT IS UNLOADED/DELIVERED TO THE BUYER, AS ACKNOWLEDGED BY SIGNATURE OF THIS SALES INVOICE.	EACH	1	375,496.01	375,496.01
	SIGNATURE	DATE			

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 375,496.01

Subtotal: 375496.01
Tax 0.00
Total: 375,496.01

WWW.BESTEQUIPMENTCO.COM

PLEASE INSPECT PROMPTLY.
ALL RETURNS SUBJECT TO A 25% RESTOCKING FEE & FREIGHT CHARGES
NO RETURNS ON ELECTRICAL ITEMS.
NO RETURN AFTER 30 DAYS.
ANY INVOICE PAID AFTER THE INVOICE DUE DATE IS SUBJECT TO A
MONTHLY FINANCE CHARGE OF 1.5% (ANNUAL RATE OF 18%)
3% HANDLING CHARGE ADDED TO ALL CREDIT CARD SALES

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. 23-203 Passed March 21, 2023

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE PURCHASE AGREEMENT TO PROCURE A VACUUM TRUCK WITH BEST EQUIPMENT FOR USE BY THE SERVICE DEPARTMENT TO BE FINANCED IN SIX YEAR TERMS IN THE AMOUNT OF \$ 375,496.01

Now, Therefore, Be It Ordained By the Council Of The Municipality of Milford, Ohio:

Section I:

The Council of the City of Milford hereby authorizes the City Manager to enter into a lease purchase agreement to procure a vacuum truck for use by the Service Department with Best Equipment to be financed in six year terms in the amount of \$375,496.01 pursuant to and in accordance with the terms and conditions of the Lease Agreement attached hereto, which terms are fully incorporated as if fully rewritten herein under and in accordance with Section 12.03 of the Milford City Charter. This lease purchase is authorized under Section 11.09 of the Charter because it is made through the Ohio Sourcewell Cooperative Purchasing Program - Contract Number 101221-GRD.

Section II:

Under and in accordance with Sections 12.05 and 12.07 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: March 21, 2023

ATTESTED: Jackie Bain, Clerk

Lisa Evans
Mayor Lisa Evans

LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.

Bryan E. Pacheco, Law Director
Reg. No. 0068189

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Ordinance was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at River Hills Bank, 301 Main Street, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 100 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center St, Milford, Ohio each for a period of fourteen (14) days commencing on the 23rd day of March, 2023.

Jackie Bain
Jackie Bain, Clerk of Council

VIA
The Huntington
National
Bank

VIA
The Huntington
National
Bank

VacAll Lease
Cost to Delay Lease Start Date

<u>Delay</u>	30 Days	60 Days	90 Days
<u>Cost of VacAll</u>	\$ 375,496.01	\$ 375,496.01	\$ 375,496.01
<u>Terms</u>			
Interest Rate	4.81%	4.81%	4.81%
1st Payment Due	July	August	September
# Months Pay Lease w/ No Truck	2	1	None
<u>Lease</u>			
Annual Lease	\$ 70,608.00	\$ 70,891.00	\$ 71,175.00
Monthly Lease	\$ 5,884.00	\$ 5,907.58	\$ 5,931.25
Total 6-Year Lease	\$ 423,648.00	\$ 425,346.00	\$ 427,050.00
<u>Cost to Start Lease Before Possession</u>			
Increase in Total Lease		\$ 1,698.00	\$ 3,402.00
Cost to Kick-Start Subsequent Lease or Purchase	\$ 11,768.00	\$ 5,907.58	
<u>Total Increase in Cost / Opportunity Cost</u>	<u>\$ 11,768.00</u>	<u>\$ 7,605.58</u>	<u>\$ 3,402.00</u>

Pat Wirthlin

From: David Penoff <david.r.penoff@huntington.com>
Sent: Monday, June 12, 2023 6:08 PM
To: Pat Wirthlin; Ed Hackmeister
Cc: Michael Doss
Subject: [External] RE: [External] VacAll Lease
Attachments: Best-Milford 3-20-23.pdf

Pat,

I apologize for the delay in responding. I have been tied up all day.

Several things:

- 1) We would need a new Ordinance or our Resolution form completed no matter what as your Ordinance has you leasing it from Best Equipment, not Huntington Bank. We have a Resolution form that is a part of our documentation package that would suffice for our needs but you may want a new Ordinance.
- 2) You can certainly choose to push the first payment back from the time that we fund the escrow account (estimated to be late June). Please note that there was a later quote provided to Best Equipment in March (attached) at a lower rate.

Here are some options, all at 4.81%:

First payment due 30 days after escrow funding (late July 2023) 6 @ \$70,608.00
First payment due 60 days after escrow funding (late August 2023) 6 @ \$70,891.00
First payment due 90 days after escrow funding (late September 2023) 6 @ \$71,175.00

If you want to see anything different just let me know.

The Huntington National Bank

David Penoff | Sales Representative | The Huntington National Bank | Phone: 317-328-1166 | Mobile: 317-500-0190 | [huntington.com](https://www.huntington.com)



Internal Use

Internal Use

From: Pat Wirthlin <pwirthlin@milfordohio.org>
Sent: Monday, June 12, 2023 11:19 AM
To: Ed Hackmeister <ehackmeister@milfordohio.org>; David Penoff <david.r.penoff@huntington.com>
Cc: Michael Doss <mdoss@milfordohio.org>
Subject: RE: [External] VacAll Lease

Huntington Security Checkpoint: External email. Please make sure you trust this source before clicking links or opening attachments.

Michael – Would the City need a new Ordinance if the terms change? See attached existing Ord 23-203.