

PUBLIC NOTICE
AGENDA
ADMINISTRATIVE SERVICES COMMITTEE MEETING

Chair: Kristopher Parrish
Committee Members: Lisa Evans and Kim Chamberland

Thursday, March 16, 2023, at 5:00 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the January 31, 2023, Administrative Services Committee Minutes

Agenda Items:

- Discussion: Office Copier Agreements
- Discussion: Future Transfer of JEDD V Funds to General Fund
- And all other matters that may properly come before the Committee.

Adjourn

**Administrative Services Committee
Meeting Minutes
January 31, 2023**

Mr. Parrish called the meeting to order at 4:30 p.m.

Present: *Kristopher Parrish*, Kim Chamberland, Lisa Evans

Staff: City Manager, Michael Doss, Finance Director Pat Wirthlin, Executive Assistant Jackie Bain, Waste Water Supervisor Dave Walker

Visitors: Michael Dean/Attorney with Dinsmore & Shohl LLP and Waste Water Supervisor Dave Walker

Proceedings: *Approve the proceedings from the January 11, 2023 Administrative Services Committee Minutes. Ms. Evans made a motion to approve. Seconded by Mr. Parrish.*

DISCUSSION: PROPOSED TIF FOR RIVERS EDGE

Mr. Doss introduced Mike Dean/ Dinsmore & Shohl LLP, who has been working with the city on the Tax Increment Financing (TIF) on the proposed development located between Target and the movie theatre at Rivers Edge. The committee reviewed proposed legislation which would establish the TIF for that parcel proposed by Vision Development. Mr. Doss explained that this is a TIF for ten years at 75% of real property tax exemption. This parcel, if developed, would have a period of ten years, 75% of its assessed value in taxes would be exempt. The remaining 25% would be collected based off of the value which would then be dispersed amongst Clermont County, Milford Schools, and also the City of Milford. Typically, with a TIF there are Service Payments. As part of this incentive, we are foregoing this. Mr. Doss also noted that this has a 30-million-dollar threshold with a mark. They are proposing a 50-million-dollar development and wanted to mention that there was some analysis done by Dinsmore which referenced how many estimated students would impact the Milford schools.

Mr. Dean reviewed TIF leverage and conditions to be met by the developer to maintain this exemption. He explained the development agreement and model numbers used to come up with occupancy rates and income tax information.

Mr. Doss explained that even though we are discussing property tax, exemptions, tenure of 75%, he did want to make a point from the City's standpoint that in the analysis that Dinsmore conducted, there was a projection of an annual income tax of approximately \$201,000 annually from the people that would be living out at this complex. And also, as construction is going on, projected year and a half, to two years, we are looking at about \$30,000 annually in just construction tax from those working at the site. It is an incentive and an investment. For ten years we will make up some of the monies directly through our municipal income tax as well.

Ms. Evans asked if the developers would be required to put in sidewalks to connect to the main road and traffic. Mr. Doss explained that this would be information that would come out of Planning Commission and the development negotiations.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION

DISCUSSION: AMENDING APPROPRIATION ORDINANCE 2022-181

Finance Director Pat Wirthlin reviewed a list of proposed amendments to the City's 2023 budgeted appropriations. The total increases amount to \$5,263,923. The majority of amendments represent reappropriations (carry-overs) from 2022 of unfinished projects.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AMENDING APPROPRIATION ORDINANCE 2022-181 BY INCREASING THE INDIVIDUAL ITEMS AS LISTED ON THE ATTACHED CHART TOTALING \$5,263,923.

DISCUSSION: ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF MILFORD, OHIO AND DECLARING AN EMERGENCY

Clerk of Council, Jackie Bain, presented information that once a year the City is required to pass an Ordinance adopting the replacement pages to the Codified Ordinances approved during the prior twelve months and amendments to the Traffic and General Offense Codes that were adopted by the Ohio General Assembly. Each year, the ordinances that are of a general and permanent nature of the city are codified. That is, they are collected, organized, and published to provide a directory of current, enforceable laws in an easy-to-use format. Distribution included updates to the city website, along with paper copies distributed to the Police, Fire and Administrative Departments. Paper copies were also mailed to Law Library in Batavia, Hamilton County, and the Clermont County Public Library.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF MILFORD, OHIO, AND DECLARING AN EMERGENCY

DISCUSSION: APPOINTING REPRESENTATIVES TO THE CLERMONT COUNTY TAX INCENTIVE REVIEW COUNCIL

Mr. Doss discussed Clermont County Department of Community + Economic Development served notice to the City that the CED is requesting each affected township, municipality, village, and

school board to submit to them a copy of a Resolution appointing 2 representatives for the 2023 Tax Incentive Review Council (TIRC) meeting. The City Manager and Finance Director, were recommended to serve as the representatives.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN RESOLUTION APPOINTING THE CITY MANAGER AND FINANCE DIRECTOR AS REPRESENTATIVES TO THE CLERMONT COUNTY TAX INCENTIVE REVIEW COUNCIL

DISCUSSION: QUOTE TO REPAIR VAC-ALL

Mr. Doss presented repair quote for Vac-All Sweeper truck. The truck is in much need of repairs. We use this truck quite a bit. The quote from JCM Maintenance, LLC was reviewed at \$11,110.39. Mr. Parrish asked if there were few companies in the area that repair these trucks. Mr. Walker mentioned that there were few local companies that do this type of repair work.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JCM MAINTENANCE, LLC FOR THE REPAIR OF VAC-ALL SWEEPER TOTALING \$11,110.39

DISCUSSION: QUOTES-CONSTRUCTION TESTING & SPECIAL INSPECTIONS/FIVE POINTS LANDING PARK

Mr. Doss discussed quotes received that are part of the engineering costs associated with Five Points Landing. Instead of this being MSP, Inc there is a component in the project for Soil Sampling, Concrete Testing, steel reinforcement, which MSP (our engineer on the project) could not do. Alt & Witzig Engineering, Inc works with MSP on a variety of projects. We solicited a quote to them to come in and do the soil samples and inspect to assure as this project is going on with DER, that we are getting quality concrete, pavers, and various products and service into the project. It is compositional and structural that the services they provide pass inspections.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALT & WITZIG ENGINEERING, INC. IN THE AMOUNT OF \$15,250.00 FOR TESTING AND INSPECTION FEES

There being no further business, the meeting adjourned at 5:12 pm with a motion from Ms. Evans, Seconded by Ms. Chamberland

Respectfully submitted, Jackie Bain, Executive Assistant

“These minutes have been approved and adopted by Mr. Parrish, Ms. Evans and Ms. Chamberland on February 3, 2023.”



Good Morning,

Thank you again for letting us put together a proposal for a new copier lease for the City of Milford. The City has been a Millennium customer since 2013 and we value your business. This new proposal will encompass all (4) devices in the City Building under one lease. I have also prepared a list of other municipalities we do business within the area.

Miami Township

Goshen Township

City of Loveland

Symmes Township

Union Township

City of Madeira

Columbia Township

Village of Fairfax

Hamilton Township

City of Lebanon

Sincerely,

David G. Bartlow
David G. Bartlow
Millennium Business Systems

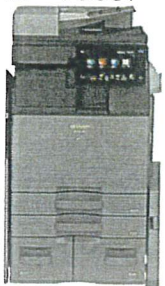


Millennium Business Systems
1320 Kemper Meadow
Drive Suite 500
Cincinnati, OH 45241
Phone (513) 924-9600

Wednesday, March 08, 2023

City of Milford

Proposed Equipment

QTY	Model	Description
4	BP - 70C31 	31 Page Per Minute Digital Color Copier-Based MFP, 10.1" High-Res touch-screen color LCD, retractable keyboard, 256 GB solid state drive w/ document filing system, network printing, 300 sheet Single Pass Automatic Document Feeder, network color scanning, auto duplexing,

Procurement

60 Month Lease
\$689.00

Comprehensive Maintenance Agreement

The maintenance agreement is billed at the following rates:

Cost per black and white print is \$0.0065 (\$6.50 per 1,000 prints)

Cost per color print is \$0.0495 (\$4.95 per 100 pages)

Our agreement includes parts, labor, image drums, and consumable supplies, preventative maintenance (excludes paper and staples)

Thank you for the opportunity to submit a proposal for your copier needs. Please contact us if you have any questions or need additional information at (513) 924-9600.

Sincerely,


David G. Bartlow
Millennium Business Systems

Prices Quoted Are Valid For 30 Days

Lease Has a One-Time \$150.00 Documentation Fee Applied to First Invoice

Prices Do Not Include Sales Tax

Hardware, Delivery, Software Set Up and Installation Included



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1316850

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Milford, City of

ADDRESS: 745 Center St Ste 200

Milford, OH 45150-1324

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Millennium Business Systems

Cincinnati, OH

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Sharp MX-5070N System S/N 75083855

1 Sharp MX-4070V System S/N 75084540

EQUIPMENT LOCATION: As Stated Above

(+PLUS TAX)

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: \$353.00

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE: 1/31/18

PRINT NAME & TITLE:

PRINT NAME & TITLE: Michael W. Ross, City Manager

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE: Michael W. Ross, City Manager

DATE: 1/31/18

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1436199

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Milford, City of**

ADDRESS: **745 Center St Ste 200**

Milford, OH 45150-1324

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Millennium Business Systems

Cincinnati, OH

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

Sharp MX-3071 System-Public Works

Serial # 8508119X

Sharp MX-3071 System-Finance

Serial # 8508118X

☐ SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **48**

MONTHLY PAYMENT AMOUNT*: **\$296.00**

(*PLUS TAX)
PURCHASE OPTION*: **Fair Market Value**

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

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EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disburse or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE," "US," "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.
OWNER: **GreatAmerica Financial Services Corporation**

SIGNATURE:

DATE:

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: **(As Stated Above)**

SIGNATURE: **X [Signature]** DATE: **2/26/19**

PRINT NAME & TITLE: **Michael Doss City Manager**

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X [Signature]**

NAME AND TITLE: **Michael Doss City Manager** DATE: **2/26/19**

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

18-1376

June 19, 2018

Ordinance No. _____

Passed _____

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM JEDD V TO THE MILFORD COMMUNITY IMPROVEMENT CORPORATION

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

Section 1.

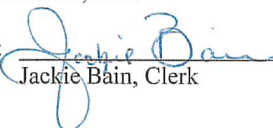
The Council of the City of Milford hereby authorizes the City Finance Director to transfer funds from JEDD V to the Milford Community Improvement Corporation, contingent on the CIC receiving 501(C)(3) status.

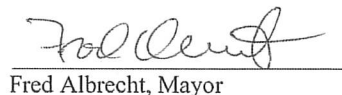
Section 2.

This Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: June 19, 2018

ATTESTED:


Jackie Bain, Clerk


Fred Albrecht, Mayor

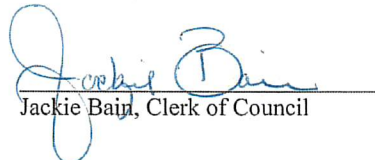
LAW DIRECTOR'S CERTIFICATION

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


Michael Minniear, Law Director
Reg. No. 0022446

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution 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 Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Park National Bank, 25 Main Street, 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 21st day of June, 2018.


Jackie Bain, Clerk of Council