

PUBLIC NOTICE

AGENDA

ADMINISTRATIVE SERVICES COMMITTEE MEETING

Committee Members: Sandy Russell, Lisa Evans, and Kim Chamberland

Thursday, August 11, 2022, at 9:00 a.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the July 14, 2022, updated Administrative Services Committee Minutes

Agenda Items:

- Discussion: Debt Payoff for Real Property 25 Main Street
- Rebate of Property Tax to P3K2P (Tru Hotel)
- Rebate of Property Tax to Beauty Ridge LLC (Little Miami Brewing Company)
- Donation from Kona Ice to City of Milford for Sparks in the Park
- Garfield Park Playground Equipment Shade Sails
- And all additional matters that may properly come before the Committee

Adjourn

**Administrative Services Committee
Meeting Minutes
July 14, 2022**

Ms. Russell called the meeting to order at 4:00 p.m.

Present: *Sandy Russell* and Kim Chamberland

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

Visitors: none at this time

Proceedings: The updated minutes from the June 16, 2022, Administrative Services Committee Meeting were approved.

DISCUSSION: AMENDING APPROPRIATION ORDINANCES 2021-113 AND 2022-129

Finance Director Pat Wirthlin discussed —\$7.4 Million Changes

A list of proposed amendments to the City's 2022 appropriations, transfers, and advances were reviewed with the committee. The increase in budgeted expenditures amounts to \$7.4 million in total. Ms. Wirthlin noted that she is in the process of filing an Amended Certificate of Estimated Revenue which will increase budgeted revenues by close to the same amount. \$30 Million Total Budget- These changes put the City's total budget at \$30 million, the largest budget yet. This amazing City has quite a few irons in the fire!

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AMENDING APPROPRIATION ORDINANCES 2021-113 AND 2022-129 BY INCREASING THE INDIVIDUAL ITEMS AS LISTED ON THE ATTACHED CHART TOTALING \$7,389,511.

DISCUSSION: NOISE NUISANCES FOR INSTITUTIONAL ZONED DISTRICTS

Mr. Doss discussed an ordinance that was passed in January 2020 establishing regulations for amplified sounds/noise for the Milford River District. In looking at this further and basing it off of Frontier Days entertainment that occurs at the American Legion and looking forward to Five Points Landing and any entertainment, all of those areas are zoned Institution. A zoning map was reviewed. Mr. Doss recommended to establish a new noise ordinance that would identify the Institutional District and set up parameters for amplified sound Sunday through Thursday until 10pm and Friday and Saturday until 11pm.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE ESTABLISHING REGULATIONS OF AMPHLIPHIED SOUND WITHIN THE CITY OF MILFORD INSTITUTIONAL DISTRICT WITH AMPHLIFIED SOUND SUNDAY THROUGH THURSDAY UNTIL 10PM AND FRIDAY AND SATURDAY UNTIL 11PM

QUOTE: ENGINEERING SERVICES FOR EVALUATING AND REDUCING DISCHARGE OF PHOSPHORUS

Mr. Doss on behalf of Waste Water Department Supervisor Dave Walker, discussed a quote from Environmental Engineering for the Wastewater Treatment plant. As part of our NPDES permit there are certain guidelines and criteria that we have to follow when we treat wastewater based off of this permit. One of the components of the NPDES permit is that it calls for a Phosphorus Discharge Optimization Evaluation plan. This will make us compliant with the state showing how we discharge phosphorus.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING ENVIRONMENTAL ENGINEERING SERVICE TO PROVIDE PHOSPHORUS DISCHARGE OPTIMIZATION EVALUATION PLAN FOR THE CITY OF MILFORD IN THE AMOUNT OF \$7,950

OPWC GRANT AGREEMENTS (WATER SUPPLY AND DISCHARGE LINE REPLACEMENT PROJECTS)

Mr. Doss discussed how both of the agreements are needed before we put the new water tower on line. We have to upgrade our existing discharge and supply lines. The Grant agreements information was reviewed with the committee. Both of these grants through the OPWC gives us 49% the Cit of Milford has to pay 51%. For the Wallace Supply Line, the city's match on that is \$403,920 and the city's match for the Garfield Discharge Line is \$255,000. We have discussed utilizing our ARPA funds we received last year and the second half of that payment this year as our local match to that OPWC Grant funds.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE WATER SUPPLY AND WATER DISCHARGE LINE REPLACEMENT PROJECTS

WASTE COLLECTION AND RECYCLING PLAN

Mr. Doss discussed the history of the agreement with Rumpke of Ohio. The original contract was a one-to-three-year contract. We are currently on the fourth year getting ready to enter the fifth year of the current contract agreement. We are working with the CLG because it is now going back out for bid. If we enter into this agreement this will satisfy us until August 2023. And if we have our agreement worked out with CLG/Rumpke we will have a new agreement to enter into potentially for the next five years. A spreadsheet was reviewed with the committee indicating our current monthly charges. Possible future contract information was reviewed and discussed.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO FOR AND EXTENSION OF THE WASTE COLLECTION AND RECYCLING CONTRACT EFFECTIVE AUGUST 1,2022 AND CONTINUING THROUGH JULY 31, 2023

Additional items of discussion:

For the Service Department to place in the entry way of the Milford Beach Area, a NO VEHICLE PERMITTED sign in order to enforce no vehicles on the beach area.

Also, a petition from Riverwalk Flats residents regarding their inability to see when pulling out of the complex. The Service Department will eliminate one space on the left so when you exit, people will have a better line of sight.

There being no further business, the meeting adjourned at 4:45 pm with a motion from Ms. Russell. Seconded by Ms. Chamberland All yes

Respectfully submitted,
Jackie Bain, Executive Assistant

“These minutes have been approved and adopted by Ms. Russell, Ms. Evans and Ms. Chamberland on July 17, 2022.”



CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150

Phone: 513-831-4192

Fax: 513-248-5096

www.milfordohio.org



To: Chair Sandy Russell / Members Lisa Evans & Kim Chamberland
Administrative Services Committee

From: Pat Wirthlin, Finance Director

Date: August 8, 2022

Subject: Debt Payoff for Real Property – 25 Main

\$540K BAN Due – 25 Main

In 2020 and 2021, the City issued one-year Bond Anticipation Notes (BANs) to finance the \$540,000 purchase of the 25 Main building and parking lots. The notes are approaching renewal for a third consecutive year.

Bustling Town!

For now, the City has decided to retain the former Park National Bank property as a parking lot to gage parking needs associated with the growing social life in the City, particularly considering that Cincinnati Distilling will be opening very soon and expects daily attendance of 300+ patrons.

Good Timing for a Pay-Off

Staff suggests that the City satisfy the \$540,000 debt obligation in full rather than refinance another year. Rising interest rates, legal fees, and bond fees all eat into the property's return on investment. Another year of debt would translate to a City investment of ~\$670,000 for a property that is not currently producing income. The City's finances continue to be strong and healthy due to belt-tightening during COVID. From a cash standpoint, the City's timing is fortuitous.

Staff Suggestion for Committee Recommendation

RECOMMENDATION AUTHORIZING THE LAW DIRECTOR TO PREPARE AN ORDINANCE AUTHORIZING CITY OF MILFORD TO PAY IN FULL SATISFACTION \$540,000 SPECIAL OBLIGATION NONTAX REVENUE NOTE, SERIES 2021 FOR REAL PROPERTY LOCATED NEAR THE INTERSECTION OF GARFIELD AVENUE AND U.S. ROUTE 50.

NUMBER
R-1

AMOUNT
\$540,000

UNITED STATES OF AMERICA

CUSIP
599646 AM8

STATE OF OHIO
COUNTIES OF CLERMONT AND HAMILTON

CITY OF MILFORD

SPECIAL OBLIGATION NONTAX REVENUE NOTE, SERIES 2021
(FEDERALLY TAXABLE)

The City of Milford, Ohio (the "City"), for value received, promises to pay to Cede & Co., or registered assigns, the principal amount of

FIVE HUNDRED FORTY THOUSAND DOLLARS

on October 5, 2022, with interest thereon from the date hereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of two and fifty one-hundredths percent (2.50%) per year, payable at maturity and until the principal amount is paid or provided for. Principal and interest are payable in Federal Reserve funds of the United States of America at the designated corporate trust office of U.S. Bank National Association, in Cincinnati, Ohio, without deduction for services as the City's paying agent, upon the presentation and surrender of this Note.

This Note is issued in lieu of, and to represent, a series of Notes in the aggregate principal amount of \$540,000 in anticipation of the issuance of bonds for the purpose of paying the costs of acquiring certain real property located near the intersection of Garfield Avenue and U.S. Route 50, all in support of economic development and job creation within the City, under authority of and pursuant to the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution and Chapter 165, Ohio Revised Code, the Charter of the City and Ordinance No. 2021-95 passed by the City Council of the City on August 17, 2021 (the "Note Ordinance"). Unless paid from other sources, the principal of and interest on the Notes are to be paid solely from the proceeds of those bonds and by a pledge of and lien on the Nontax Revenues (as defined in the Note Ordinance) on deposit in the Economic Development Bond Retirement Account continued in the Note Ordinance. This Note and the bonds in anticipation of which this Note is issued are not secured by an obligation or pledge of any moneys raised by taxation and do not represent or constitute a debt or pledge of the faith and credit of the City.

The Notes are issuable only as fully registered notes in denominations of not less than \$100,000 and in multiples of \$1,000 in excess thereof, and, except as hereinafter provided, in typewritten form and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which shall be considered to be the owner of the Notes for all purposes under the Note Ordinance, including, without limitation, payment by the City of debt charges on the Notes and exercise of rights of owners.

There shall be a single Note representing the issue, and that Note shall be immobilized in the custody of DTC or its designated agent with the owners of beneficial interests in the Note (the "book entry interests") having no right to receive from the City physical securities or certificates evidencing the Note. Ownership of book entry interests in the Note shall be shown by book entry on the system maintained and operated by DTC, its participants (the "Participants") and certain persons acting through Participants, and transfers of ownership of

book entry interests shall be made only by the book entry system, the City and the paying agent having no responsibility therefor. DTC is to maintain records of the positions of Participants in the Note, and the Participants and persons acting through Participants are to maintain records of the purchasers and owners of book entry interests in the Note. The Note as such shall not be transferable or exchangeable, except for transfer to another depository or to another nominee of a depository, without further action by the City. If any depository determines not to continue to act as depository for the Note for use in a book entry system, the City may attempt to have established a securities depository/book entry system relationship with another qualified depository. If the City does not or is unable to do so, the City, after provision for notification of the owners of book entry interests by the then depository, shall permit withdrawal of the Note from the depository, and execute and deliver Note certificates to the assignees of the depository or its nominee, all at the cost and expense (including costs of preparing and delivering replacement Note certificates) of those persons requesting such execution and delivery, if the event is not the result of City action or inaction. The City and the paying agent may deem and treat the registered owner as the absolute owner of this Note for the purpose of receiving payment of or on account of principal and interest and for all other purposes, and neither the City nor the paying agent shall be affected by any notice to the contrary.

As used herein "*depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in the Note on the principal and interest, and to effect transfers of the Note, in book entry form, and includes and means initially DTC.

Reference is made to the Note Ordinance for a more complete description of the provisions, among others, with respect to the nature and extent of the security for this Note and the terms and conditions upon which this Note is issued and secured. The registered owner of this Note, by acceptance hereof assents to all of the provisions of the Note Ordinance.

It is certified and recited that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of this Note in order to make it a legal, valid and binding special obligation of the City have been performed and have been met in regular and due form as required by law; that payment in full for this Note has been received; and that no statutory or constitutional limitation of indebtedness or taxation has been exceeded in the issuing of this Note.

In witness of the above, the City Council has caused this Note to be signed in the name of the City and in their official capacities by the City Manager and by the Director of Finance of the City, all as of October 6, 2021.



City Manager



Director of Finance

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers this Note to _____ (print or typewrite name, address and zip code and Social Security Number or other tax identification number of the Assignee) and irrevocably constitutes and appoints _____, as attorney in fact to transfer this Note, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The assignor's signature on this assignment must correspond with the name as it appears upon the face of this Note.

DTC STATEMENT

Unless this Note is presented by an authorized representative of DTC to the City or to its paying agent for registration of transfer, exchange, or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.



CITY OF MILFORD

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www.milfordohio.org



To: Chair Sandy Russell / Members Lisa Evans & Kim Chamberland
Administrative Services Committee

From: Pat Wirthlin, Finance Director

Date: August 8, 2022

Subject: Rebate of Property Tax to Tru and LMBC

Incentives = Growth

The City provides certain incentives to help businesses grow and thrive. The Property Tax Rebate Incentive is one such initiative to encourage successful businesses to locate within the City limits.

~\$38K Due

Tru by Hilton and LMBC are due their second half 2021 property tax rebates (payable second half 2022) in the amounts of \$29,075.21 and \$9,009.31, respectively.

Staff Suggestion for Committee Recommendations

RECOMMENDATION AUTHORIZING THE LAW DIRECTOR TO PREPARE AN ORDINANCE AUTHORIZING THE REBATE OF PROPERTY TAX TO P3K2P (DBA TRU BY HILTON) IN THE AMOUNT OF \$29,075.21 FOR 2ND HALF 2021 TAXES

RECOMMENDATION AUTHORIZING THE LAW DIRECTOR TO PREPARE AN ORDINANCE AUTHORIZING THE REBATE OF PROPERTY TAX TO BEAUTY RIDGE LLC (DBA LITTLE MIAMI BREWING COMPANY) IN THE AMOUNT OF \$9,009.31 FOR 2ND HALF 2021 TAXES



CLERMONT COUNTY TAX BILL

JEANNIE M. ZURMEHLY, TREASURER

101 E. MAIN ST. BATAVIA OH 45103-2959

REAL PROPERTY
2ND HALF 2021
DUE: 07/08/2022

PARCEL LOCATION: 951 CHAMBER DR

JURISDICTION CODE: 4529

PARCEL ID: 21-07-36-.093.

TAX DISTRICT: MILFORD CITY / MILFORD EVSD

OWNER NAME:
P3K2P LLC

STUB # 21610630

LEGAL INFORMATION:
MILFORD CITY MILFORD COMMERCE (REPLAT) / LOT 18A



148697 1 9 3534 1 AV 0.426



P3K2P LLC
951 CHAMBER DR
MILFORD OH 45150-1497

(TRU)

Gross Tax Rate	115.870000	Non-Business Credit Factor	0.088083	Acres	1.9580
Reduction Factor	0.222869	Owner Occupancy Factor	0.022020	Class	C
Effective Tax Rate	90.046213			LUC	411
TAX VALUES		CURRENT TAX DISTRIBUTION			
GROSS REAL ESTATE TAX	178,676.18	CLERMONT COUNTY		14,294.10	
REDUCTION FACTOR	-39,821.34	MILFORD EVSD		90,561.05	
SUBTOTAL	138,854.84	MILFORD CITY		29,075.21	
NON BUSINESS CREDIT	0.00	GREAT OAKS JVS		3,627.31	
OWNER OCCUPANCY CREDIT	0.00	PUBLIC LIBRARY		1,297.17	
HOMESTEAD REDUCTION	0.00				
CAUV RECOUPMENT	0.00				
CAUV ROLLBACK	0.00				
CURRENT NET REAL ESTATE TAXES	138,854.84				
CURRENT SPECIAL ASSESSMENTS	0.00				
ADJUSTMENTS	0.00	Special Assessment			
CURRENT FULL YEAR TAXES	138,854.84	Total		138,854.84	
DELO SPECIAL ASSESSMENTS	0.00				
SPECIAL ASSESSMENT PENALTY	0.00				
SPECIAL ASSESSMENT INTEREST	0.00				
DELO REAL ESTATE	0.00				
REAL ESTATE PENALTY	3,471.37				
REAL ESTATE INTEREST	0.00				
DELO ADJUSTMENTS	0.00				
OMITTED TAXES	0.00				
FULL YEAR TOTAL	142,326.21	<p>When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use this information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. For inquiries, please call 513-732-7254.</p>			
PAYMENTS	69,427.42				
OTHER CREDITS					
HALF YEAR DUE	72,898.79				
TaxBill prepared on	05/30/22				

100% APPRAISED VALUE			
	Land	Improvement	Total
	313,300	4,092,500	4,405,800
TAXABLE VALUE			
	Land	Improvement	Total
	109,660	1,432,380	1,542,040
	HOMESTEAD	CAUV Value	TIF Value
		0	0
SPECIAL ASSESSMENT			
Proj# and Description		Delinquent	Current
Total			

LAST DAY TO PAY WITHOUT PENALTY

07/08/2022

- If you need a receipt, return entire bill with a self-addressed stamped envelope to 101 E. Main St. Batavia OH 45103
- Office Hours: 8:00 A.M. to 4:30 P.M. Mon. - Fri. Telephone Number (513) 732-7254

RETURN THIS PORTION WITH PAYMENT

101 E. MAIN STREET
BATAVIA, OH 45103-2959
www.clermonttreasurer.org

CLERMONT COUNTY TAX BILL
JEANNIE M. ZURMEHLY, TREASURER

REAL PROPERTY
2ND HALF 2021
DUE: 07/08/2022

PARCEL LOCATION: 951 CHAMBER DR
CODE:
OWNER NAME: P3K2P LLC

PARCEL NO. 21-07-36-.093.
STUB NO. 21610630

☐ Please change my address as noted on reverse

Make checks payable to: JEANNIE M. ZURMEHLY, Treasurer

AMOUNT DUE

72,898.79



P.O. BOX 933387
CLEVELAND, OH 44193-0038

000000000002161063020000000000000072898790007289879

CITY OF MILFORD PROPERTY TAX REBATE INCENTIVE AGREEMENT

This Agreement is entered into by and between the City of Milford, an Ohio municipal corporation (hereafter "Milford" or "City"), P3K2P, LLC (Tru Hotel) Clermont County Parcel ID 210736.093., an Ohio corporation for profit (hereafter "Company").

WHEREAS, Milford recognizes the importance of encouraging successful businesses to locate within the City limits; and,

WHEREAS, in an effort to accomplish this goal, the Milford City Council has established a Property Tax Rebate Incentive Program and,

WHEREAS, the primary consideration for this Agreement is the City's offering of a five year property tax rebate for City of Milford to Company in exchange for Company's commitment to conduct its business within the City of Milford for a minimum of five years;

NOW, THEREFORE, in consideration of the mutual promises exchanged herein the parties hereto do hereby agree as follows:

1. City agrees to provide a grant to Company according to the following schedule:

- A five year property tax rebate in the amount of 100% for only the property tax portion owed to the City of Milford.

2. Company agrees to pay all applicable real and tangible personal property taxes owed by the Company in a timely manner. If the company should become tax delinquent during the five years following the signing of the Agreement, Company will have one year to become current on taxes, or the entire amount of the Grant shall be reimbursed to the City.

5. Company agrees to pay all applicable water, sewer, and stormwater charges to the City of Milford Utility Department in a timely manner. If the company should become delinquent on utility charges during the ten years following the signing of the Agreement, Company will have one year to become current on utility charges, or the entire amount of the Grant shall be reimbursed to the City.

6. Company agrees to comply with all laws, rules and regulations applicable to the use of the Milford Incentive Program (MIP) funds. The Company further agrees to fully indemnify, defend and save harmless the City, its officials, agents and employees, from and against all suits, claims, demands or actions, damages, liabilities, judgments, losses, costs and reasonable attorney fees arising out of or flowing from, whether directly or indirectly, alleged or actual failure of the Company to comply with said requirements and provisions. The financial obligation of the Company for its indemnification and save harmless duty under this paragraph shall not exceed the total Grant amount.

The financial obligation of the Company for its indemnification and save harmless duty under this paragraph and related to compliance with all other laws, rules and regulations.

7. Company affirmatively covenants that it has made no false statements to the City in the process of obtaining approval of this incentive. If any representative of the Company knowingly made false statements to the City to obtain or maintain the incentive provided by the Agreement, the

Company shall be required to immediately return all benefits received under this Agreement and shall be ineligible for any other future assistance from the city.

8. Company acknowledges that it is receiving public funds and documentation of the use of funds may be subject to audit by the County Auditor or the State Auditor or their representatives.
9. Company agrees not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth nor knowingly permit contractors or subcontractors to do so.
10. This Agreement is exclusive to Company and may not be transferred or assigned without the express written consent of City.
11. This Agreement may only be voided or amended by the written mutual consent of both parties.
12. This Agreement was prepared by Michael Minnicar, Law Director for the City of Milford, based on negotiations between the parties, but it shall not be strictly construed against either party hereto.
13. This Agreement is binding on the parties, their heirs, personal representatives, successors and assigns.
14. This Agreement shall be in full force and effect on the date signed by the second party to sign.

CITY OF MILFORD, OHIO :

By: 

Name: Michael W Doss

Title: City Manager

Date: 7/2/21

P3K2P, LLC.:

By: 

Name: Kanan Patel

Title: Member Manager

Date: 7/2/2021

CITY OF MILFORD PROPERTY TAX REBATE INCENTIVE AGREEMENT

This Agreement is entered into by and between the City of Milford, an Ohio municipal corporation (hereafter "Milford" or "City"), Beauty Ridge, LLC, DER Development and the Little Miami Brewing Company, an Ohio corporation for profit (hereafter "Company").

WHEREAS, Milford recognizes the importance of encouraging successful businesses to locate within the City limits; and,

WHEREAS, in an effort to accomplish this goal, the Milford City Council has established a Property Tax Rebate Incentive Program; and,

WHEREAS, the primary consideration for this Agreement is the City's offering of a five year property tax rebate for City of Milford to Company in exchange for Company's commitment to conduct its business within the City of Milford for a minimum of five years;

NOW, THEREFORE, in consideration of the mutual promises exchanged herein the parties hereto do hereby agree as follows:

1. City agrees to provide a grant to Company according to the following schedule:

- A five year property tax rebate in the amount of 100% for only the property tax portion owed to the City of Milford.

2. Company agrees to pay all applicable real and tangible personal property taxes owed by the Company in a timely manner. If the company should become tax delinquent during the five years following the signing of the Agreement, Company will have one year to become current on taxes, or the entire amount of the Grant shall be reimbursed to the City.
5. Company agrees to pay all applicable water, sewer, and stormwater charges to the City of Milford Utility Department in a timely manner. If the company should become delinquent on utility charges during the ten years following the signing of the Agreement, Company will have one year to become current on utility charges, or the entire amount of the Grant shall be reimbursed to the City.
6. Company agrees to comply with all laws, rules and regulations applicable to the use of the Milford Incentive Program (MIP) funds. The Company further agrees to fully indemnify, defend and save harmless the City, its officials, agents and employees, from and against all suits, claims, demands or actions, damages, liabilities, judgments, losses, costs and reasonable attorney fees arising out of or flowing from, whether directly or indirectly, alleged or actual failure of the Company to comply with said requirements and provisions. The financial obligation of the Company for its indemnification and save harmless duty under this paragraph shall not exceed the total Grant amount. The financial obligation of the Company for its indemnification and save harmless duty under this paragraph and related to compliance with all other laws, rules and regulations.
7. Company affirmatively covenants that it has made no false statements to the City in the process of obtaining approval of this incentive. If any representative of the Company knowingly made

false statements to the City to obtain or maintain the incentive provided by the Agreement, the Company shall be required to immediately return all benefits received under this Agreement and shall be ineligible for any other future assistance from the city.

8. Company acknowledges that it is receiving public funds and documentation of the use of funds may be subject to audit by the County Auditor or the State Auditor or their representatives.
9. Company agrees not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth nor knowingly permit contractors or subcontractors to do so.
10. This Agreement is exclusive to Company and may not be transferred or assigned without the express written consent of City.
11. This Agreement may only be voided or amended by the written mutual consent of both parties.
12. This Agreement was prepared by Michael Minnifear, Law Director for the City of Milford, based on negotiations between the parties, but it shall not be strictly construed against either party hereto.
13. This Agreement is binding on the parties, their heirs, personal representatives, successors and assigns.
14. This Agreement shall be in full force and effect on the date signed by the second party to sign.

CITY OF MILFORD, OHIO :

By: Michael W. Pass

Name: Michael W. Pass

Title: City Manager

Date: 10/18/17

DER Development, LLC:

By: William H. Roe

Name: William H. Roe

Title: Vice President

Date: 10/19/2017

Beauty Ridge, LLC:

By: William H. Roe

Name: William H. Roe

Title: Manager

Date: 10/19/2017

The Little Miami Brewing Company:

By: Dan Lynch

Name: Dan Lynch

Title: CEO

Date: 10/19/17



CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150

Phone: 513-831-4192

Fax: 513-248-5096

www.milfordohio.org



To: Chair Sandy Russell / Members Lisa Evans & Kim Chamberland
Administrative Services Committee

From: Pat Wirthlin, Finance Director

Date: August 8, 2022

Subject: Donation from Kona Ice for Sparks in the Park

\$308.10 From a Good Neighbor

Kona Ice donated \$308.10 to the City for the privilege of operating a shaved ice "food truck" on the grounds during Sparks in the Park. The donation amounted to 10% of its sales that evening. Thank you, Kona Ice!

Cautionary Tale

Auditor of State recommends that Cities legally accept donations by way of legislation. This is to prevent untoward donations landing on our doorstep.

Staff Suggestion for Committee Recommendations

RECOMMENDATION AUTHORIZING THE LAW DIRECTOR TP PREPARE AN ORDINANCE AUTHORIZING CITY OF MILFORD TO RECEIVE A DONATION FROM KONA ICE FOR SPARKS IN THE PARK IN THE AMOUNT OF \$308.10

EXHIBIT B

❖ THREE (3) QUOTES

- *MD Materials Co.*
- *Recreations Outlet Co.*
 - *GameTime*

EXHIBIT B



Md Materials Co

305 W Diamond Ave
Gaithersburg, Md 20877
301 840 0707 877 840 0707
877 897 3451 FAX
mdmail@mdmaterials.com

Quote #1

Estimate

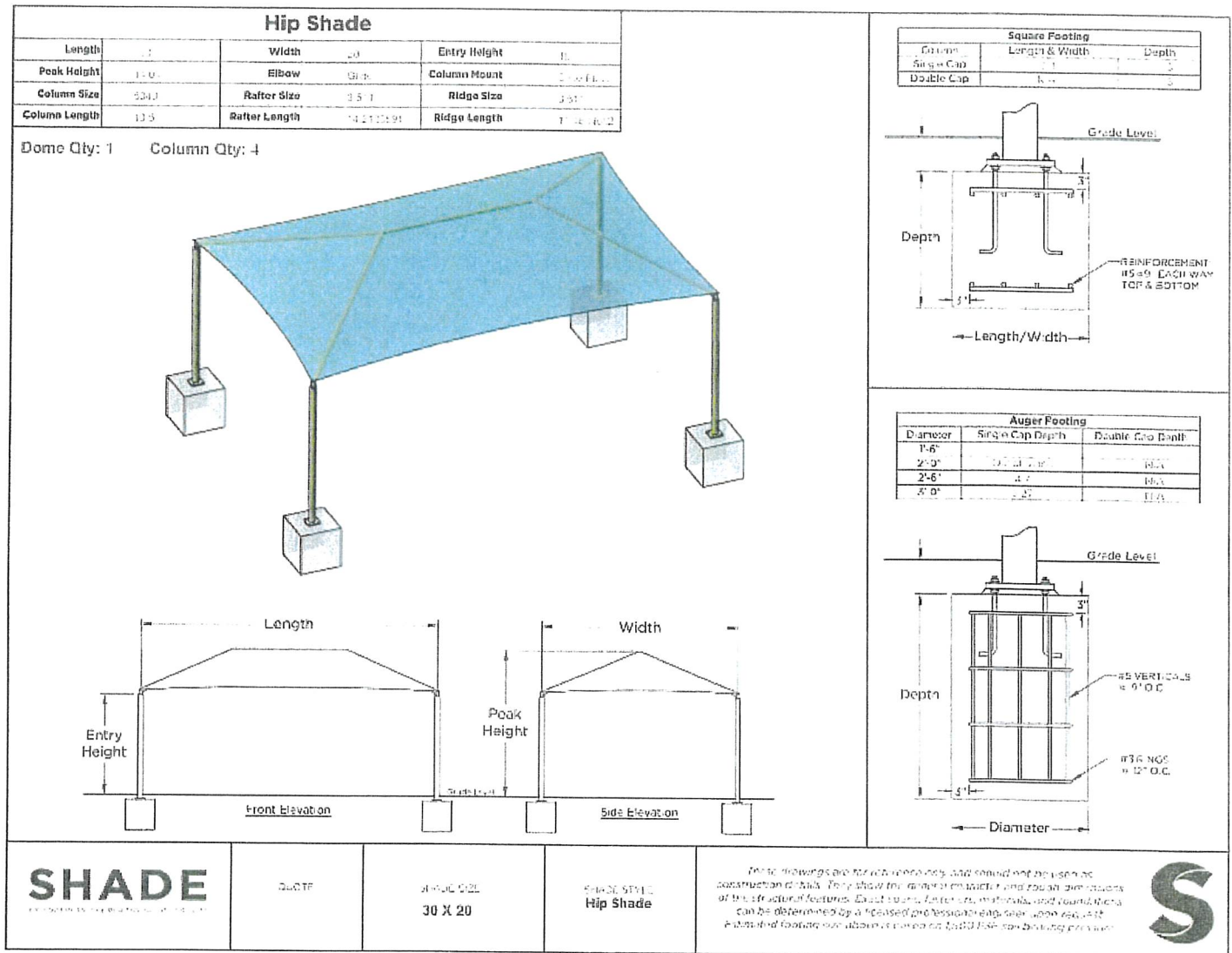
Date	Estimate #
3/25/2022	17674

Name / Address
CITY OF MILFORD TARYN EGNER MILFORD, OH 45150

Ship To

			Project
Description	Qty	Cost	Total
Commercial Shade 4 Post Rectangle Hip Dimensions 20' X 30' X 10' entry height, with Glide Elbow quick release canopy tensioning on hasuplates	1	9,109.00	9,109.00
4 Column and frame per specifications Canopy : UV Ultrablock "TM" fabric. Color to be determined. Manufacturers warranties apply			
If sealed drawings are required add \$ 765.00 , \$ 950.00 CA, IL, NV, AZ			
PLEASE NOTE THAT CUSTOMER, NOT SUPPLIER, IS RESPONSIBLE FOR ANY PERMITTING REQUIRED.			
SHIPPING - including advance shipment templates and bolts		794.00	794.00
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Credit Card Sales are subject to 3% merchant processing charge </div>			
<div style="border: 1px solid black; padding: 5px;"> THANK YOU! PLEASE NOTE: DUE TO RISING FUEL COSTS, FREIGHT QUOTES ARE VALID FOR 14 DAYS ONLY. DUE TO RISING RAW MATERIAL COSTS , EQUIPMENT PRICING IS VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED THANK YOU! </div>		Subtotal	\$9,903.00
		Sales Tax (6.0%)	\$0.00
		Total	\$9,903.00

Quote #1: Continued



Our Top Features and Benefits



Block up to 98% of harmful UV rays



Reduce temperatures up to 25°



UV stabilized fabric to resist fading and unraveling



Frames withstand wind gusts up to 150 mph



Structures that meet local building codes



Glide Elbow™ fabric release mechanism



Up to 20-year limited warranty



Low-maintenance shade solutions

Quote #2



Recreations Outlet Commercial
885 State Route 28
Milford, OH
45150

3-10-2022

Page 1 of 1

Customer Information

Phone: 513-831-7383
Fax: 513-561-0802

Quote Number: 9227013

NOTE 1:

NOTE 2:

Cust #: 90-044524

City Of Milford
745 Center Street
Milford OH 45150

Delivery Date:

Alternate ship to:

(513) 248-5080

Primary Contact: JOHN

Sales Person: sellis

Part Number	Brand	Description	Ordered	List Price	Discount	Your Price	Total
GARFIELD PARK PLAYGROUND - ED							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	4 POST HIP SHADE STRUCTURE	1	8,351.00		8,351.00	8,351.00
#RD203010IN *SHADE OVER EXISTING PLAY STRUCTURE W/SLIDES* 20' X 30' 10' ENTRANCE HEIGHT COLOR - T.B.D.							
COMMERCIAL-FREIGHT	Recreations Outlet, Inc.	FREIGHT FROM MANUFACTURER TO RECREATIONS OUTLET	1	970.00		970.00	970.00
CUSTOMER TO RECEIVE SHIPMENT AND INSTALL							

Thank you for choosing Recreations Outlet. Please sign below accepting that the purchaser approves the location of the product being installed and the equipment. It is the purchaser's responsibility to ensure that the play area is safe and free of any potential hazards. All equipment comes with a Manufacturer's Warranty.

NOTE: Please notify Recreations Outlet of any relevant HOA covenants, or city and township zoning requirements prior to installation.

X _____ Date: _____

Recreations Outlet Milford: (513) 831-7383
Recreations Outlet Powell: (614) 792-3700
Recreations Outlet West Chester: (513) 469-1333

Sub Total	\$9,321.00
Total	\$9,321.00

10 feet Entrance Height Rectangle Fabric Shade \$8,351.00



Protect from harmful UV rays



Select designs offer up to 100% UV Blocking

Product Description

The 10 feet Entrance Height Rectangle Fabric Shade would make a fantastic addition to any property looking to activate an all-weather outdoors space or help shield visitors at a building's entrance. With this commercial-grade product, enjoyment of an exterior location will no longer require people to also suffer from overheating or excessive exposure to the sun's damaging rays. Patrons will stay longer at your business and children will feel more comfortable during extended play at a park or poolside. This rectangular shade is purchasable with or without glide elbows, a handy feature that dramatically simplifies the installation or removal of the overhead fabric. The support column bases can be bought with surface or in-ground mounting bases. And the fabric itself is available in a wide array of sizes and in multiple color options. This 10 feet Entrance Height Rectangle Fabric Shade pairs well with playgrounds, car ports, employee break areas, and dining patios.

Qty: 1

Select your glide elbow:



No



Yes

Select your mount:



In-ground



Surface

Select your size:

- ☐ 10 feet x 12 feet (\$3,881.00)
- ☐ 10 feet x 15 feet (\$4,044.00)
- ☐ 10 feet x 18 feet (\$4,399.00)
- ☐ 10 feet x 20 feet (\$4,512.00)
- ☐ 13 feet x 15 feet (\$4,181.00)
- ☐ 13 feet x 20 feet (\$4,678.00)
- ☐ 15 feet x 22 feet (\$5,550.00)
- ☐ 15 feet x 25 feet (\$5,718.00)
- ☐ 18 feet x 20 feet (\$5,818.00)
- ☐ 18 feet x 24 feet (\$6,551.00)
- ☐ 18 feet x 28 feet (\$6,871.00)
- ☐ 18 feet x 32 feet (\$8,855.00)
- ☐ 18 feet x 36 feet (\$9,139.00)
- ☐ 20 feet x 24 feet (\$6,657.00)
- ☐ 20 feet x 26 feet (\$6,837.00)
- ☒ 20 feet x 30 feet (\$8,351.00)

Product Specifications

Price: \$8,351.00

Model Number: RD203010IN

Fabric Type: Non-Waterproof

Retractability: Elbow-Only Retractable

Shape: Rectangle

UV Blocking: 92-99%

Commercial Playground Equipment

[Commercial Playground Equipment Near Me](#)
[Buy Slide](#)

[Kids Play Playground Equipment](#)

[Commercial Playground Swing Seats](#)

[Childrens Monkey Bars](#)

[Childrens Climbing Equipment](#)

[Infant Toddler Playground Equipment](#)

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[Pixel Cube](#)

[8 Foot Slide](#)

[Outdoor Playground Rubber Mulch](#)

[Amazing Playground Equipment](#)



Recreations Outlet Commercial
885 State Route 28
Milford, OH
45150

3-10-2022

Page 1 of 1

Customer Information

Phone: **513-831-7383**
Fax: **513-561-0802**

Quote Number: **9227013**

NOTE 1:

Cust #: 90-044524

Delivery Date:

NOTE 2:

City Of Milford
745 Center Street
Milford OH 45150

Alternate ship to:

(513) 248-5080

Primary Contact: JOHN

Sales Person: sellis

Part Number	Brand	Description	Ordered	List Price	Discount	Your Price	Total
GARFIELD PARK PLAYGROUND - ED							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	4 POST HIP SHADE STRUCTURE	1	8,351.00		8,351.00	8,351.00
#RD203010IN *SHADE OVER EXISTING PLAY STRUCTURE W/SLIDES* 20' X 30' 10' ENTRANCE HEIGHT COLOR - T.B.D.							
COMMERCIAL-FREIGHT	Recreations Outlet, Inc.	FREIGHT FROM MANUFACTURER TO RECREATIONS OUTLET	1	970.00		970.00	970.00
CUSTOMER TO RECEIVE SHIPMENT AND INSTALL							
COMMERCIAL-INSTALL	Recreations Outlet Installation	COMMERCIAL STRUCTURE INSTALLATION	1	3,000.00		3,000.00	3,000.00
<p><i>COMMERCIAL STRUCTURE INSTALLATION COSTS ARE BASED ON EASY ACCESS DIRECTLY TO JOB SITE. STRUCTURE INSTALLATION DOES NOT INCLUDE INSTALLATION OF COMMERCIAL SURFACING.</i></p> <p><i>COMMERCIAL STRUCTURE INSTALLATION DOES NOT INCLUDE REMOVAL OF OLD OR EXISTING PLAYGROUND STRUCTURES OR REMOVAL EXISTING PLAYGROUND SURFACING.</i></p> <p><i>INSTALLATION COSTS ARE BASED ON TYPICAL GROUND CONDITIONS. COSTS ARE SUBJECT TO CHANGE DUE TO UNFORESEEN CIRCUMSTANCES OR EXCEPTIONS. WHILE EVERY PRECAUTION WILL BE TAKEN, WE CANNOT BE HELD LIABLE FOR INCIDENTAL DAMAGES CAUSED IN ACCESSING THE INSTALLATION SITE.</i></p>							
Sub Total						\$12,321.00	
Total						\$12,321.00	

Thank you for choosing Recreations Outlet. Please sign below accepting that the purchaser approves the location of the product being installed and the equipment. It is the purchasers responsibility to ensure that the play area is safe and free of any potential hazards. All equipment comes with a Manufacturer's Warranty.

NOTE: Please notify Recreations Outlet of any relevant HOA covenants, or city & township zoning requirements prior to installation.

X _____ Date: _____

Recreations Outlet Milford: (513) 831-7383
Recreations Outlet Powell: (614) 792-3700
Recreations Outlet West Chester: (513) 469-1333

10 feet Entrance Height Rectangle Fabric Shade

10' x 12' = \$3,881.⁰⁰

20' x 30' = \$8,351.⁰⁰

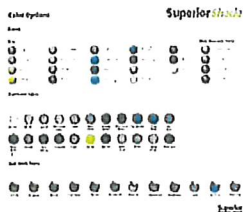
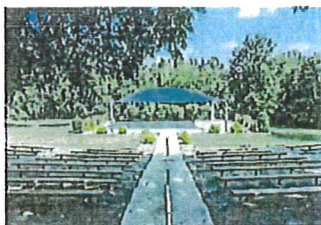
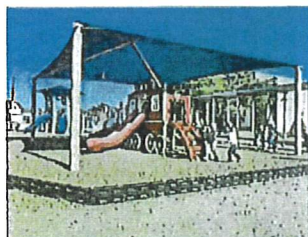


Product Description

The 10 feet Entrance Height Rectangle Fabric Shade would make a fantastic addition to any property looking to activate an all-weather outdoors space or help shield visitors at a building's entrance. With this commercial-grade product, enjoyment of an exterior location will no longer require people to also suffer from overheating or excessive exposure to the sun's damaging rays. Patrons will stay longer at your business and children will feel more comfortable during extended play at a park or poolside. This rectangular shade is purchasable with or without glide elbows, a handy feature that dramatically simplifies the installation or removal of the overhead fabric. The support column bases can be bought with surface or in-ground mounting bases. And the fabric itself is available in a wide array of sizes and in multiple color options. This 10 feet Entrance Height Rectangle Fabric Shade pairs well with playgrounds, car ports, employee break areas, and dining patios.

Product Specifications

Price: \$3,881.⁰⁰ RD203010IN
Model Number: RD101210IN
Fabric Type: Non-Waterproof
Retractability: Elbow-Only Retractable
Shape: Rectangle
UV Blocking: 92-98%



Quote #3



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

03/28/2022
Quote #
103225-01-02

GT Shades

Milford, City of
Attn: Taryn Egner
745 Center Street, Suite 200
Milford, OH 45150
Phone: 513.248.5092
tegnert@milfordohio.org

Project # 103225
Job # 103225-01
Ship to Zip 45150

Quantity	Part #	Description	Unit Price	Amount
1	QRI073	GT-Shade - GTRD203410IG 20X34X10 REC HIP W/CL IG	\$8,043.00	\$8,043.00
			Sub Total	\$8,043.00
			Discount	(\$241.29)
			Material Surcharge	\$1,115.97
			Freight	\$643.44
			Total	\$9,561.12

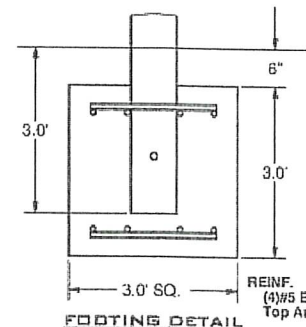
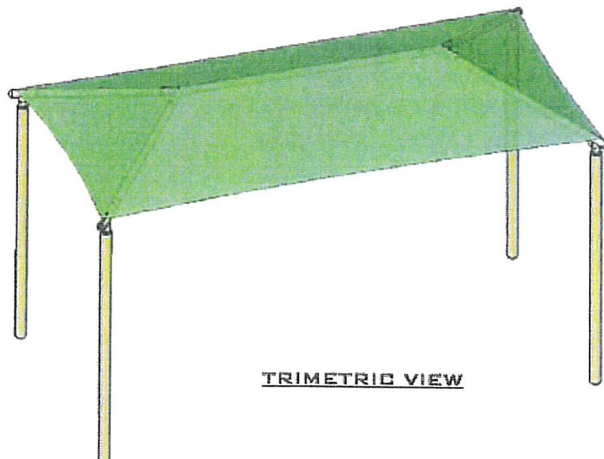
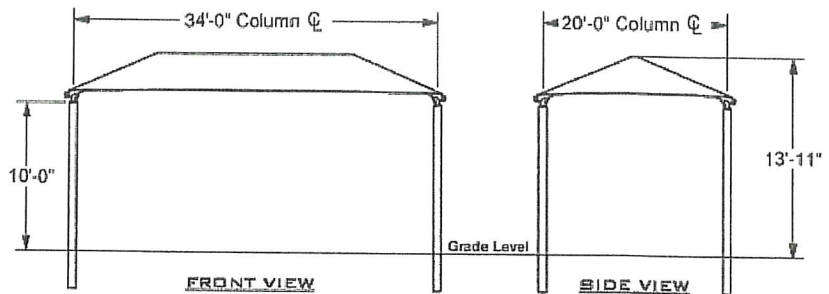
Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

20' x 34' x 10'

MODEL #:

R2003410IG (With Gable Elbows)
R2003410IN (Without Gable Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Ø5.5" Capped Embedded Column	4
2	Angled Elbow	4
3	Ø3.5" Hip Rafter w/ Swaged End	4
4	Ø3.5" Ridge Pole w/ Swaged Ends	1
5	Rectangle "V" Connection	2
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	1



*Footing design based on 1500 PSF soil bearing pressure.