

PUBLIC NOTICE

AGENDA

ADMINISTRATIVE SERVICES COMMITTEE MEETING

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

Friday, September 16, 2022, at 4:30 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the August 31, 2022, updated Administrative Services Committee Minutes

Agenda Items:

- Law Director Services Agreement
- Medical Marijuana Revenue Sharing Agreement
- Longevity for Non-Union Employees
- And all additional matters that may properly come before the Committee

Adjourn

**Administrative Services Committee
Meeting Minutes
August 31, 2022**

Ms. Chamberland called the meeting to order at 5:00 p.m.

Present: Lisa Evans, and Kim Chamberland

Staff: City Manager Michael Doss, Finance Director Pat Wirthlin, Planning & Community Development Coordinator Christine Celsor, and Executive Assistant Jackie Bain

Visitors: Tammy Will

Proceedings: Minutes from the August 11, 2022, Administrative Services Committee Meeting were approved by

DISCUSSION: TAX LEVY 2023 AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION

Ms. Wirthlin discussed the annual *Resolution Accepting Amounts* and Rates for year 2023. The County requires this approval each year to "accept" the property tax rates for the coming year. The established property tax rates of 3.0 mils for the General Fund and 17 mils for the FIRE/EMS levy are still in place. New for 2023 is the Park Improvement levy at a rate of 3 mils. Clermont County estimates that the millage will collect \$565,981 for the General Fund and \$2,813,821 for the Fire / EMS levy. Both estimates are slightly higher than last year. The new Park levy millage estimate is \$562,663, which is on par with budget.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR FOR YEAR 2023 AS INDICATED ON ATTACHED SCHEDULES A & B SHOWING RATES OF 3 MILS FOR GENERAL FUND, 17 MILS FOR FIRE / EMS LEVY FUND, AND 3 MILS FOR THE PARKS & RECREATION LEVY FUND AND AMOUNTS OF \$565,981, \$2,813,821, AND \$562,663 RESPECTIVELY

DISCUSSION: AMENDING APPROPRIATION ORDINANCES 2021-113, 2022-129, AND 2022-158

Ms. Wirthlin reviewed and discussed a list of proposed amendments to the City's 2022 budgeted appropriations and transfers. The total increases amount to \$423,548. The lion's share consists of a General Fund transfer to cover the cost of paying off the City's debt on 25 Main.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AMENDING APPROPRIATION ORDINANCES 2021-113, 2022-129, AND 2022-158 BY INCREASING THE INDIVIDUAL ITEMS AS LISTED ON THE ATTACHED CHART TOTALING \$423,548.

DISCUSSION: ZONING CODE UPDATE – REVISED LEGAL SERVICES

Ms. Celsor stated that the City issued a request for proposals for a comprehensive update to its zoning and subdivision ordinances in January 2020. On March 9, 2020, the Administrative Services Committee

heard presentations from three teams that submitted proposals. The Committee liked the expertise of the Manley Burke/McBride Dale Clarion team of Elizabeth Fields and Kathleen F. Ryan. The committee made the recommendation to sign a future contract with Manley Burke/McBride Dale Clarion upon the review and approval of the Law Director. The project was put on hold due to COVID. The team of Elizabeth Fields and Kathleen F. Ryan (now with Wood + Lamping) is still interested in the project. The proposed budget has increased from \$50,000 to \$58,000. The scope of work remains the same and includes: 1. Project initiation and scoping. 2. Zoning code/subdivision regulations diagnosis and outline. 3. Draft zoning code and subdivision regulations. 4. Public hearing and adoption. The proposed work includes procedural/general code revisions such as designing a user-friendly format, establishing efficient development review procedures, eliminating inconsistencies; substantive amendments such as use regulations, signage regulations, and natural resource protection standards; and legal issues to ensure the new zoning code and subdivision regulations conform to both state and federal law. The project is earmarked as a capital funds expenditure in the 2023 budget. Staff would like to begin work on this project in January 2023. The project is expected to be complete in 12-16 months.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING A CONTRACT AGREEMENT WITH WOOD + LAMPING/MCBRIDE DALE CLARION (UPON THE REVIEW AND APPROVAL BY THE LAW DIRECTOR) FOR ZONING CODE UPDATE – REVISED LEGAL SERVICES TOTALING \$ 58,000

And all additional matters that may properly come before the Committee...

Discussion regarding speed limit sign to possibly be placed on High Street
Five Points Landing Fountain Donation
Overgrown vegetation at the Trailhead/behind the digital sign and get quote for light to be placed near the parking lot area.
Extend D.O.R.A to Covalt Station 222 Wooster Pike, Milford, OH 45150

There being no further business, the meeting adjourned at 5:29 pm with a motion from Ms. Evans
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 August 31, 2022."

AN ORDINANCE APPOINTING A LAW DIRECTOR. PROVIDING FOR HIS
COMPENSATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Charter of the City of Milford provides that the Law Director shall be appointed by City Council;

WHEREAS, under the Charter, the Law Director is the legal advisor and attorney for the City; and

WHEREAS, City Council sought proposals to fill the position of Law Director and interviewed prospective candidates for the position; and

WHEREAS, City Council has determined that Bryan E. Pacheco, a partner with the law firm of Dinsmore & Shohl, meets the requisite qualifications required under the Charter; and

WHEREAS, Council wishes to provide for the terms of the Law Director's services, including payment; and

WHEREAS, Pacheco desires to serve as Law Director under the Charter and the terms of this Ordinance.

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

SECTION I: Council hereby provides for the compensation of the Law Director for the services outlined below, effective September 20, 2022, and ending December 31, 2022. The Law Director and Council shall, upon mutually agreeable terms, provide for compensation after December 31, 2022 at a later time.

SECTION II: The Law Director shall be paid \$265 per hour for services performed, beginning on September 20, 2022 and ending on December 31, 2022. Payment shall be made on a monthly basis. The services to be performed under the basic salary provisions by the Law Director are as follows: Attendance at all Council meetings or for such other meetings as requested by Council or the Manager; Acting as Law Director as provided under the Charter; Preparing legal opinions for Council and the Manager; Attendance and prosecution in the Mayor's Courts if necessary; Legal advisor to various boards which would include attendance at their meetings when requested; Prepares, reviews all ordinances and resolutions to come before Council; Reviewing and approving all contracts, deeds, leases, releases, franchises, and other legal documents entered into by the City; Decides major legal questions in litigation, claims, leases and contracts, land titles and related legal matters; Represents the City in legal matters, brings suits necessary to be instituted by the City and defends the City in suits brought against it, and handles appellate litigation. Appointing a Deputy Law Director when necessary; Civil collection of public utility collections and taxes; Any litigation involving the City except Mayor's Court; Special tax court sessions; Representation of the City before a government board or agency; and handling Mayor's Court appeals or Bureau of Motor Vehicles points appeals at Municipal Court.

SECTION III. Pursuant to and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council. The reason for the emergency ordinance is the need to appoint a new Law Director and to provide for his compensation at the earliest possible time.

ADOPTED:

ATTESTED: _____
Jackie Bain, Clerk

Mayor Lisa Evans

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 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 20th day of September 2022.

Jackie Bain, Clerk of Council

HOST COMMUNITY AGREEMENT
FOR THE SITING OF A MARIJUANA DISPENSARY
IN THE CITY OF MILFORD

THIS AGREEMENT (this "Agreement") is entered into this ____ day of September, 2022 (the "Effective Date") by and between the City of Milford, OHIO, acting by and through its City Manager, with a principal address of 745 Center Street, Suite 218, Milford, OH 45150 ("City"), and Cascade Southern Ohio, LLC, with a principal address of 401 Rivers Edge Drive in Milford, Ohio, 45150 an Ohio limited liability company, with a principal office address of (the "Company"). The City and the Company are together the "Parties" and individually a "Party" to this Agreement.

Recitals

WHEREAS, the Company located a licensed "Medical Marijuana Entity," specifically a medical use "Marijuana Dispensary," as those terms are defined and used in Ohio Admin. Code 3796 et seq., at (the "Facility") in accordance with the laws of the State of Ohio and the City of Milford; 401 Rivers Edge Drive in Milford, Ohio, 45150. WHEREAS, the Company received Planning Commission approval and a zoning certificate, indicating therein the Company's desire to provide certain benefits and commitments to the City; and

WHEREAS, Company has prepared the Facility to sell marijuana and cannabis products for medical purposes at 401 Rivers Edge Drive in Milford, Ohio as permitted by the State of Ohio within the City of Milford; and

WHEREAS, Company agrees that its Facility will not engage in the sale, cultivation, and/or processing of marijuana for recreational purposes, unless it is later legalized by the State of Ohio and/or the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual promises set forth below, the Parties agree as follows:

AGREEMENT

1. **Community Impact Fee.** The Company and the City agree to the following:
 - a. The Company shall make annual payments to the City, representing a community impact fee (the "Annual Payment"), which is required in order to compensate the City for public safety, infrastructure improvements, and future development. The Annual Payment shall be one and one-half percent (1.5%) of the total Gross Sales from the Facility for operations; "Gross Sales" means the Company's total sales, net of taxes, and discounts applied to all products sold within a given period.

b. The first Annual Payment shall be due on January 15, 2024 ("Initial Payment"). The Initial Payment shall be a prorated Annual Payment, calculated from the commencement of Facility operations ("Opening Date") until the end of the calendar year 2023.

c. Subsequent Annual Payments shall be due on January 15 of every year during the Term of this Agreement or until both parties of this agreement have mutually agreed to modify or terminate the terms of this Agreement.

2. Additional Obligations.

a. Financial Records.

- i. Annually, the Company shall submit to the City a certification, to be executed by Company's Chief Financial Officer, of Gross Sales with respect to the Annual Payments. The Company shall make available to the City the information necessary so that the City can verify that all payments owed to the City under this Agreement are accurately and timely paid. The Company shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices.
- ii. During the term of this Agreement, the City shall have the right to request and examine copies of those parts of the Company's books and financial records which relate to the determination of each Annual Payment. Such examinations may be made upon not less than fourteen (14) days prior to written notice from the City and shall occur only during normal business hours at such place where said books, financial records, and accounts are maintained or at a place to be determined by the City, at the discretion of the City. The City's examination of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities and shall be conducted at the City's sole cost and/or expense. The provisions of this section shall survive the termination or expiration of this Agreement.

b. Compliance with Local Law. The Company shall work cooperatively with all necessary boards, commissions, committees, officers, or officials of the City to ensure that the Company's operations comply with the bylaws, regulations, policies, and other legal requirements of the City of Milford.

c. Compliance with State Law. The company agrees to comply with all laws, rules, regulations, and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for maintaining all necessary licenses, permits, and approvals required for the performance of such work. To that end, so long as the Company complies with this Agreement and to the extent permitted by law, the City will assist in any manner allowable by law in securing any licenses, permits, and/or approvals necessary for the operation, management, or growth of the Facility.

3. **Support.** So long as the Company is not in breach of this Agreement, and to the extent permitted by law, the City agrees to submit to the Ohio Medical Marijuana Control Program ("OMMCP") and/or the Ohio Board of Pharmacy ("BOP") all documentation and information required by the OMMCP and/or BOP from the City for the Company to obtain and maintain approvals to operate the Facility. The City agrees to support the Company's application with the OMMCP and/or BOP, but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the City's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them.

4. **City Authority.** This Agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the State, the City of Milford Zoning Resolutions, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, bylaws, and regulations.

5. **Term and Termination.**
 - a. This Agreement shall take effect on the Effective Date, subject to the contingencies noted herein, and shall continue in effect, so long as Company operates the Facility under a license issued by the Board of Pharmacy and the Company complies with the terms of this Agreement. The Parties agree to meet annually as necessary to review the current provisions of the applicable laws and make amendments to this Agreement as necessary.

 - b. In the event the Company permanently ceases operation of the Facility, or in any way permanently loses or has its license(s) permanently revoked, this Agreement shall terminate upon the City's acceptance of a final prorated Annual Payment. The Company agrees to give the City at least 90 days written notice before it decides to permanently cease operations.

The Company agrees to provide immediate written notice to the City upon losing its license(s) or having it revoked for any reason. In the event, that the Company fails to comply with the terms of this Agreement, which failure has a material adverse impact on the city, and such failure is not cured within thirty (30) days of the Company receiving written notice from the City of the Company's failure to comply, the City may terminate this Agreement upon seven (7) days written notice to the Company. In the event the Company fails to make any payment due to the City under the terms of this Agreement and such failure is not cured within thirty (30) days of the Company receiving written notice from the City of the Company's failure to pay, the City may terminate this Agreement upon seven (7) days written notice to the Company

c. This Agreement applies solely to the operations of the Facility in accordance with the License. If during the term of this Agreement, it becomes permissible under Ohio law for the Company to sell or distribute marijuana at the Facility for purposes other than those initially authorized by the License, Company agrees that it shall obtain any necessary State and local approvals. The company agrees that its Facility will not engage in the sale, cultivation, and/or processing of marijuana for recreational purposes without the prior consent of the City, which consent shall not be unreasonably withheld.

6. **Public Records.** Subject to Ohio Public Records law, in the event that the Company provides the City with any confidential information of the Company ("Confidential Information"), the City agrees that it will not disclose any confidential information to any individual or entity without notice to the Company.
7. **Governing Law.** This Agreement shall be governed and construed and enforced by the laws of the State of Ohio, without regard to the principles of conflicts of law. The Parties submit to the jurisdiction of a court of competent jurisdiction in Clermont County for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with Federal law regarding the illegality of marijuana.
8. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty, or obligation contained in this Agreement may be made only by a written amendment executed by all signatories to the original Agreement, on or before the effective date of the amendment. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
9. **Severability.** If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
10. **Successors/Assigns.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The City shall not assign or transfer any interest in the Agreement without the written consent of the other. Company may assign this Agreement to another Party, so long as the assignee maintains the same requisite licensure as Company and provides thirty (30) days of written notice to the City.

11. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties concerning the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
12. **Facsimile Signatures.** Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.
13. **No Third-Party Relationship.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or the Company.
14. **Most Favored Nation.** During the term of this Agreement, the City shall not enter into any agreement(s) with current or potential future cannabis dispensaries that have the effect of establishing rights or otherwise benefitting such cannabis dispensaries in a manner more favorable in any material respect than the rights and benefits established in favor of the Company under this Agreement.
15. **Notices.** Any notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement must be made in writing and will be effective upon receipt for hand or overnight delivery and three days after mailing, to the other Party at the following addresses:

To City: City of Milford 745 Center Street, Suite 218
Milford, Ohio 45150
Attn: City Manager

To Company: Cascade Southern Ohio, LLC
Attn: Benjamin McBride
600 Ohio Pike
Cincinnati, OH 45245

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date set forth above.

CITY OF MILFORD

CASCADE SOUTHERN OHIO, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Current

LONGEVITY PAY

SECTION 5.18

- A. Full-time employees with three (3) and four (4) years of completed service with no break in service based upon anniversary date shall receive longevity pay of \$25.00 per year of service.
- B. Full-time employees with five (5) or more years of completed service with no break in service based upon anniversary date shall receive \$150.00 plus \$25.00 for each year of continuous service in excess of five (5) years; however. Employees with twenty-five (25) or more years of service shall receive a maximum of \$650.00.
- C. Upon separation, payment of any longevity pay shall be by separate check in the pay period following separation. (See Section 4.03). Eligible employees who have completed a full year of service, but separate from the city on good terms before December 1 shall be paid the appropriate rate of longevity with their last pay check.

Proposed

LONGEVITY PAY

SECTION 5.18

Employees with three (3) years of continuous service with the city shall be entitled to longevity pay in the amount of one hundred twenty dollars (\$120.00). Employees with four (4) years of continuous service with the city shall be entitled to longevity pay in the amount of one hundred sixty dollars (\$160.00). Employees with five (5) or more years of continuous service with the city shall be entitled to longevity pay in the amount of two hundred dollars (\$200.00), plus forty dollars (\$40.00) for each year of service in excess of five (5) years; however, employees with twenty-five (25) or more years of service shall receive a maximum of one thousand dollars (\$1,000). Eligibility for longevity pay is determined as of December 1 of each year, and payment for longevity is made in a lump sum in the first pay in December. Eligible employees who have completed a full year of service, but separate from the city on good terms before December 1 shall be paid the appropriate rate of longevity with their last pay check.