PUBLIC NOTICE

AGENDA
ADMINISTRATIVE SERVICES COMMITTEE MEETING
Chair: Kristopher Parrish
Committee Members: Mark Thompson, and Kim Chamberland

Monday, July 15, 2024, at 5:00 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the June 13, 2024, Administrative Services Committee Minutes

Agenda Items:

- Discussion: PFAS Litigation Legislation
- Discussion : Recreational Marijuana
- Discussion: OPWC Applications (Sanitary Sewer Lining & UV System)
- Discussion: Proposed JEDD 8 with Union Township
- Discussion: DORA District Continuation
- And all other matters that may properly come before the Committee.

Adjourn

Administrative Services Committee
Meeting Minutes
June 13, 2024

Mr. Parrish called the meeting to order at 5:30 p.m.

Present: Kristopher Parrish, Kim Chamberland and Mark Thompson
City Manager – Michael Doss, Water Department Supervisor – Joe Casteel and Executive Assistant - Jackie Bain

Visitors: Brandstetter Carroll Inc. - Bruce Brandstetter

Proceedings: The Committee approved the May 21, 2024, Administrative Services Committee Minutes

DISCUSSION: ORDINANCE TO PROCEED WITH THE BALLOT ISSUE FOR A TAX LEVY FOR THE RENEWAL OF FIRE PROTECTION

Mr. Doss discussed with the committee a levy to place on the November ballot. This must be filed 90 days before the election. The committee members reviewed the language for the ballot. As a reminder, Mr. Doss stated that this is a 5-year, renewal levy, 10.4 mill. This levy is not for an increase but for a renewal at the same rate as the existing levy. Mr. Thompson recused himself.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE TO PROCEED WITH THE BALLOT ISSUE FOR A TAX LEVY FOR THE RENEWAL OF FIRE PROTECTION SERVICES AND EMERGENCY MEDICAL SERVICES FOR FIVE YEARS FOR THE CITY OF MILFORD, OHIO, WHICH ORIGINAL LEVY WAS A 17-MILL LEVY, NOW, AS A RENEWAL LEVY, A 10.4 MILL LEVY, IN EXCESS OF THE TEN MILL LIMITATION.

DISCUSSION: FOP POLICE CLERK UNION CONTRACT

Mr. Doss discussed how the city has four bargaining units (AFSCME, and three that are with the Police Department). The F.O.P. for the Police Clerks is up for consideration at this meeting. The Clerks have already approved this contract. Mr. Doss noted that under article 20 – Wages and Compensation – the city did provide a 4% increase with this 3-year contract. Also changed in the contract was information regarding some of the Longevity Pay language. It was also changed from $75.00 for any employee with 3 years of continuous service was changed to $150.00. For four years, from $100 to $200. Also, June 19th was memorialized within the contract. Article 25.7 was clarified employee with more than one year of full-time service exhausts their sick leave, may use any accrued leave instead of accrued vacation for sick leave purposes.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE F.O.P. POLICE CLERKS UNION FOR THE UPDATED CONTRACT

DISCUSSION: LPA ODOT AGREEMENT RE: US 50/LILA AVENUE PROJECT

Mr. Doss stated that the City of Milford applied for and received some funding through OKI/Ohio Department of Transportation/The Federal Highways Funding Program to do improvements to Lila Avenue, past Five Points-US50. The project is scheduled to go out for bid at the end of this year and start in 2026. This was a multi-year cycle where we received funding about 3 years ago. This is an agreement between ODOT and the City of Milford. It recognizes our relationship with ODOT. The project is estimated to be at a cost of $1,605,000.00 and we are receiving from ODOT, LPA and OKI $750,000. The project is currently in the design phase.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LPA ODOT AGREEMENT REGARDING US 50-LILA AVENUE PROJECT

DISCUSSION: TEC ENGINEERING CONTRACT RE: GENERAL CIVIL ENGINEERING SERVICES

Mr. Doss discussed to the committee the agreement between the city and TEC Engineering. Mr. Doss would like to recommend that we make a change regarding our City Engineering from Kleingers Group to TEC Engineering. We would like to get an engineering firm that is more receptive to our needs. TEC is highly recommended and is well known in the community. Mr. Doss would like TEC Engineering to start working on our Pedestrian study. Mr. Doss reviewed D. The Compensation Guide in the contract with the committee. It is about 30% higher than Kleingers, who have kept their rates with the city the same since 2019. TEC rates are in line with other engineering firms.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEC ENGINEERING FOR GENERAL ENGINEERING SERVICES

DISCUSSION: FORD DEVELOPMENT CHANGE ORDERS RE: OPWC WATERLINE IMPROVEMENTS

Mr. Bruce Brandstetter with Brandstetter Carroll Inc. reviewed with the committee documents regarding the Contractor's Payment Application information and how we have been able to get some of the funding for the Wallace Avenue Discharge Line project. Mr. Doss stated that we have received ARPA Funds and OPWC Funds which covered a lot of the cost of this project. We were

able to leverage the ARPA with the match from OPWC. Mr. Brandstetter explained that we had $500,000 dollars for the Discharge line. $245,000 from OPWC and $255,000 from Milford. We also applied for the Supply line. $388,080 from OPWC and $403,920 from Milford. We had some OPWC money left over. The As Bid Construction Cost for the Discharge line was $410,181.43. with a Change Order total of $22,659.55 on the Discharge line/Supply Line. Joe Casteel commented that most of the Change Order costs were from working around the old mains that were found while working on this project. Out of the $22,659.55, one of the projects, which is believed to be the Discharge Line, still had money remaining. Leaving a total construction Cost at $9,133.86 from OPWC and $ 13,526,69 from Milford.

Final as Built Construction Cost: $428,821.98 for the Discharge Line.

Mr. Doss wanted to clarify by asking… absent of the change orders, both projects were on budget with what we were receiving through ARPA and through OPWC? Mr. Brandstetter said yes. Mr. Doss said that we have to pay a bill and the Committee/Council has to pass legislation before we can do so. What are we approving?

Mr. Brandstetter stated that he is asking for approval of $22,659.55 to Ford Development Corporation for the Change Orders. And then the city would recoup $9,133,86 from OPWC which would total for the City to pay out $13,526.69.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PAY THE AMOUNT OF $$22,659.55 TO FORD DEVELOPMENT CORPORATION FOR THE CHANGE ORDERS RELATED TO THE WALLACE AVENUE WATER SUPPLY AND DISCHARGE LINES PROJECT

DISCUSSION: MERIT PAY INCREASES FOR CITY OF MILFORD NON-UNION EMPLOYEE

Mr. Doss discussed how while working with the Union contracts, we have coordinated our Non-Union wage compensations to coincide with those agreements. Every June we revisit the Non-Union employee's compensation. This excludes the City Manager/Mr. Doss and Law Director/ Mr. Pacheco or our Part-Time employees. This does include the Non-Union Supervisors in each department. Mr. Doss is happy to provide what each Non-Union employee will be making. It can be provided by request since it is Public Record. Mr. Doss stated that he is recommending that the employees receive a 3% increase across the board for all Non-Union employees that are Full-time effective the first pay period in July,2024. The total compensation amount is approximately $26,000.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING FOR THE NON-UNION FULL-TIME EMPLOYEES COMPENSATION INCREASE OF 3% EFFECTIVE THE FIRST PAY PERIOD IN JULY

DISCUSSION: AGREEMENT WITH AUDITOR OF STATE OF OHIO REGARDING THE AUDIT OF THE CITY OF MILFORD (YEARS 2022 & 2023, AMOUNT $21,894)

AOS Agreement - City Audit FY2022 & 2023 - $21,894
Staff recommends that Council approve an audit Agreement with Auditor of State of Ohio for the fiscal years 2022 and 2023. The State's Letter of Engagement specifies an agreed-upon fee of $21,894, which is a bit higher than the annual fees from previous Agreements with Bastin & Company LLC. Audit Agreement History fixed fees were reviewed.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING AN AGREEMENT WITH AUDITOR OF STATE OF OHIO REGARDING THE AUDIT OF THE CITY OF MILFORD FOR FISCAL YEARS 2022 AND 2023 IN THE AMOUNT OF $21,894

DISCUSSION: LIME LAGOON CLEANING BIDS

Water Department Supervisor-Joe Casteel reviewed with the committee the following information: The Lagoon cleaning process is part of the normal treatment process that is conducted every two to three years. This year it was budgeted for $90,000, which is typically what it has been for years. This year we received two bids at the bid opening. One from Pohl Kat LLC at $364,436 and the other from Civil Solutions Associates at $240,000. We have also budgeted this year $80,000 to replace the Filter Media in the Air Stripper and will now push that into next year's budget to cover some of this difference in pricing. Civil Solutions Associates were contacted, and the company came out and tested the area for the project and determined that they could adjust their price at a cost of $220,000. Which lowered their bid by $20,000.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIVIL SOLUTIONS ASSOCIATES FOR THE LIME SLUDGE LAGOON CLEANING IN THE AMOUNT OF $220,000

There being no further business, the meeting adjourned at 6:28 pm with a motion from Mr. Thompson, Seconded by Ms. Chamberland. All yes

Respectfully submitted, Jackie Bain, Executive Assistant

"These minutes have been approved and adopted by Mr. Parrish, Ms. Chamberland and Mr. Thompson on June 17, 2024."

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF MILFORD TO PARTICIPATE IN THE PROPOSED CLASS ACTION SETTLEMENTS WITH THE TYCO FIRE PRODUCTS ("TYCO") DEFENDANTS AND BASF CORPORATION IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MULTI-DISTRICT LITIGATION MATTER, IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCT LIABILITY LITIGATION, MDL 2:18-MN-2873-RMG, RELATING TO PFAS CONTAMINATION OF DRINKING WATER; AUTHORIZING _____ TO COMPLETE ALL DOCUMENTATION AND EXECUTE ALL RELEASES AND AGREEMENTS NECESSARY TO PARTICIPATE IN THE SETTLEMENT WITH TYCO AND BASF CORPORATION IN THE WATER PROVIDERS' PORTION OF THE MDL; AND AUTHORIZING OUTSIDE COUNSEL TO CONTINUE TO PURSUE LITIGATION RELATED TO PFAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2018, litigation involving the contamination of water and soil by Per- and Polyfluoroalkyl Substances manufactured by various entities was consolidated in the United States District Court of South Carolina as In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, before the Honorable Richard M. Gergel; and

WHEREAS, settlements have been filed on behalf of manufacturers Tyco Defendants and BASF Corporation to compensate public water systems, including City of Milford, for the contamination and remediation of PFAS; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MILFORD, that this Council:

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Authorizes the City to participate in the proposed Class Action Settlements with Tyco Defendants and BASF Corporation, in the Public Water Systems' portion of the Multidistrict litigation matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, relating to PFAS contamination of drinking water (hereinafter, the "MDL").

Section 3. Authorizes Outside Counsel to complete all documentation required to participate in the Tyco Defendants and BASF Corporation Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, and designates _____ to verify claims on behalf of City.

Section 4. Authorizes _____ to: (a) verify and approve documentation required to participate in the Tyco Defendants and BASF Corporation Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, that is completed as authorized in Section 3; and (b) execute all releases and agreements necessary to finalize settlements of the Public Water Systems' portion of the MDL with Tyco Defendants and BASF Corporation on behalf of the City.

Section 5. Authorizes Outside Counsel to: (a) continue litigating the City's claims against the defendants remaining in the Public Water Systems' portion of the MDL; and (b) continue pursuing litigation against any and all defendants, including Tyco Defendants and BASF Corporation, that may be liable for damages to the City that extend beyond the City's drinking water supply.

This resolution shall become effective on _____,2024.

Adopted: July 16, 2024

Attested: _____ _____
Jackie Bain, Clerk Lisa Evans, Mayor

LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Resolution in accordance with Sec. 12.07 of the Milford City Charter.

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

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Resolution 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 People's 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 18th day of July, 2024.

_____
Jackie Bain, Clerk of Council

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

Ordinance No. 22-150 Passed June 21, 2022

AN ORDINANCE AMENDING ORDINANCE NO. 2021-90 AND CHAPTER 737 OF THE CODIFIED ORDINANCES OF THE CITY OF MILFORD OHIO REGARDING RETAIL MEDICAL MARIJUANA DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MILFORD, OHIO, AND PROHIBITING MARIJUANA CULTIVATORS AND PROCESSORS

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

Section 1.

The Council of the City of Milford hereby amends Chapter 737 of the Codified Ordinances of the City of Milford, Ohio, as follows:

CHAPTER 737 MEDICAL MARIJUANA CULTIVATORS, PROCESSORS, AND RETAIL DISPENSERS

SECTION 737.01 DEFINITIONS.

As used in this Chapter:

"MARIJUANA" means marijuana as defined in Section 3719.01 of the Ohio Revised Code.

"MEDICAL MARIJUANA" means marijuana that is cultivated, processed, or dispensed, tested, possessed or used for a medical purpose.

SECTION 737.02 MEDICAL MARIJUANA PROCESSING AND CULTIVATION PROHIBITED

No person shall cultivate or process medical marijuana. "Person" means every natural person, firm, co-partnership, association, or corporation.

SECTION 737.99 PENALTY

Whoever violates any section of this Chapter is guilty of a misdemeanor of the first degree. Each day that any person continues to violate this Chapter shall constitute a separate and complete offense.

Section 2.

No more than one retail medical marijuana dispensary shall be permitted to operate within the City of Milford. No medical marijuana retail dispensary shall be located within five hundred feet of the boundaries of a parcel of real estate having situated on it a school, church, public library, public playground, or public park.

Section 3.

This Ordinance shall amend Ordinance No. 2021-90 and Chapter 737 of the Codified Ordinances of the City of Milford and amend and supersede any Ordinance, Resolution, Regulation, or Rule which is clearly inconsistent herewith.

Section 4.

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.

ADOPTED: June 21, 20212

ATTESTED: _____ _____

Jackie Bain, Clerk ~~Lisa Evans, Mayor~~ VICE 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 Ordinance was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at River Hills Bank, 301 Main Street, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 1000 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center Street, Milford, Ohio each for a period of fourteen (14) days commencing on the 23rd day of June, 2022.

_____

Jackie Bain, Clerk of Council

RECORD OF ORDINANCES

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

Ordinance No. 2021-100 Passed August 17, 2021

SANITARY SEWER LINING

SEE PG. 2

AN ORDINANCE AUTHORIZING APPLICATION TO AND AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE WALLACE AVENUE WATER TOWER SUPPLY LINE AND GARFIELD AVENUE DISCHARGE LINE REPLACEMENT PROJECT

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 Manager to make application to and enter into an Agreement with the Ohio Public Works Commission for the Wallace Avenue Water Tower Supply Line and Garfield Avenue Discharge Line Replacement Project. The Manager is further authorized to enter into and sign any and all document as may be necessary and appropriate for obtaining this financial assistance.

Section 2.

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.

ADOPTED: August 17, 2021

ATTESTED: Jackie Bain, Clerk — Amy Vilardo, 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

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Jackie Bain, Clerk of Council

Jackie Bain

From: Shari Thomas <Sthomas@bciaep.com>
Sent: Tuesday, July 9, 2024 11:39 AM
To: Michael Doss
Cc: Jackie Bain; Bruce Brandstetter
Subject: Example legislation for OPWC Applications
Attachments: 2.2_2021-100 An Ordinance Auth Application to Agreement w OPWC for Wallace Ave Water Tower Supply Line and Garfield Ave Discharge Line Replacement Project.pdf

Importance: High

Attached, is what was provided for the submission in the supply line submission. We will need one for each project below.

UV: Ultraviolet Disinfection, Wastewater Treatment plant

Sewer Lining: Pawhatton Subdivision Sanitary Sewer Lining ✓

The Certification of Funds will be forwarded under separate cover once the cost estimate has been finalized.

Thank you,
Shari

Pg. 2

Shari Thomas
Administrative Assistant

BRANDSTETTER CARROLL INC
ARCHITECTS • ENGINEERS • PLANNERS

direct 513.618.8910
main 513.651.4224

RECORD OF ORDINANCES

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

Ordinance No. 2021-100 Passed August 17, 2021

AN ORDINANCE AUTHORIZING APPLICATION TO AND AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE WALLACE AVENUE WATER TOWER SUPPLY LINE AND GARFIELD AVENUE DISCHARGE LINE REPLACEMENT PROJECT

UV System SEE Pg. 2

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Section 2.

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ADOPTED: August 17, 2021

ATTESTED: Jackie Bain, Clerk — Amy Vilardo, 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 Ordinance was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at River Hills Bank, 301 Main Street, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 1000 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center Street, Milford, Ohio each for a period of fourteen (14) days commencing on the 19th day of August, 2021.

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Shari

Shari Thomas
Administrative Assistant

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UNION TOWNSHIP-CITY OF MILFORD
JOINT ECONOMIC DEVELOPMENT DISTRICT 8
CONTRACT

The contracting parties hereby enter into this Contract to create the Union Township Joint Economic Development District 8 [Children's Hospital Campus JEDD] pursuant to lawful authority and for good and valuable consideration as more fully set forth:

1. **Parties** - The contracting parties are:

A. Union Township Trustees [hereinafter sometimes referred to as "Township"]
4350 Aicholtz Road
Cincinnati, OH 45245

and

B. City of Milford [hereinafter sometimes referred to as "City"]
745 Center Street
Milford, Ohio 45150

2. **Recitals** - The contracting parties are creating the Union Township Joint Economic Development District 8 [Children's Hospital Campus JEDD] Contract pursuant to 715.72 et.al. Ohio Revised Code, for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Union Township, the City of Milford, Clermont County, the State of Ohio and in the area of the contracting parties.

The contracting parties share a common interest in facilitating economic development in the Eastgate and surrounding areas which will bring economic development, jobs and revenue to the contracting parties and to the County and State. The parties acknowledge the economic potential of commercial development to occur within the proposed Children's Hospital Campus JEDD territory. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

3. **Authority** - This Contract is entered into pursuant to the authority of R.C. 715.72 et.al. and other applicable sections of the Ohio Revised Code.

4. **Location** - The Union Township Joint Economic Development District 8 (Children's Hospital Campus JEDD) is located entirely within Union Township, Clermont County, Ohio. The Children's Hospital Campus JEDD is located generally in the vicinity of Ivy Pointe Boulevard and Aicholtz Road, and consists of the following Clermont County Auditor Parcel Identification Numbers:

PIN	Owner	Parcel Address	Mailing Address	City State Zip	Acreage
413105A086	Children's Hospital Medical Center	4413 Aicholtz Road	3333 Burnet Ave	Cincinnati, OH 45229	10.253
413105A036	Union Township Board of Trustees	4441 Aicholtz Road	4350 Aicholtz Road	Cincinnati, OH 45245	1.332
414105.008	Union Township Board of Trustees	4447 Aicholtz Road	4350 Aicholtz Road	Cincinnati, OH 45245	0.429
414105.009	Union Township Board of Trustees	4445 Aicholtz Road	4350 Aicholtz Road	Cincinnati, OH 45245	0.408
				TOTAL ACREAGE	12.42 Ac

5. **Nexus** - Union Township is contiguous to the City of Milford. The Children's Hospital Campus JEDD is located entirely within Union Township. The City of Milford and Union Township are both located within Clermont County, Ohio. Hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72 (C)(1), and R.C. 715.72 et.al are satisfied.

6. **JEDD Criteria** - The areas to be included in the Children's Hospital Campus JEDD meet all of the following criteria:

A. The areas are located entirely within Union Township [R.C. 715.72(E)(1)(a)];

B. No electors, except those residing in a mixed-use development, reside within the area or areas on the effective date of the Contract creating the district as specified herein [R.C. 715.72(E)(1)(b)];

C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township. Additionally, one or more of the additional properties to be included into the Union Township Joint Economic Development District 8 (Children's Hospital Campus) JEDD are owned in fee simple by Union Township and the Township specifically consents to the inclusion of the properties by virtue of the Resolution authorizing the creation of the district to include the areas specified herein, and the execution of this Agreement between the parties [R.C. 715.72(E)(1)(c)];

D. The proposed limits of the Children's Hospital Campus JEDD territory, and the properties to be included within the JEDD territory as specified herein, do not include any parcel of land that is located within one-half (1/2) of one (1) mile of a non-contracting municipal corporation, nor is any property within the proposed JEDD territory as specified herein, covered by or subject to, any water or sewer service plan or agreement under which a non-contracting municipal corporation is identified as a future provider of water or sewer services as per R.C.715.72(J)(2) [R.C.715.72(E)(1)(d)];

E. The contracting parties have not previously entered into a separate contract for utility services, nor does any contract for utility services between the parties

constitute any part of the consideration for this Contract creating the District [R.C. 715.72(H)]; and

F. No properties that are proposed for inclusion within the District, as specified herein, are to be excluded from the District pursuant to R.C. 715.72(E)(2). Hence the criteria for inclusion of areas set forth in R.C. 715.72 et.al. are satisfied.

7. **Territory** - The area to be included within the Union Township Joint Economic Development District 8 (Children's Hospital Campus JEDD) consist of **approximately 12.42 +/- acres** and is collectively referred to as the Children's Hospital Campus JEDD Territory. The following areas are to be included in the Union Township Joint Economic Development District 8 (Children's Hospital Campus JEDD):

LEGAL DESCRIPTIONS - See Exhibits A-1 through A-4 attached.

Original Parcel Number	Acreage	Exhibit
413105A086.	10.253	A-1
413105A036.	1.332	A-2
414105.008.	0.429	A-3
414105.009.	0.408	A-4
TOTAL ACREAGE	12.42 +/-	Acres

MAPS OF TERRITORY - See Exhibits B & C.

Area Maps	Exhibit Number
Children's Hospital Campus JEDD Area Boundary Map	B
Children's Hospital Campus JEDD Area Zoning District Map	C

Prior to adoption, the contracting parties may consent to deletion of any portion of the territory to assure compliance with the majority petition requirements applicable to owners of property and owners of businesses to be located in the Union Township Joint Economic Development District 8 (Children's Hospital Campus JEDD) territory.

8. **Zoning** - The Children's Hospital Campus JEDD territory is, or otherwise can be, appropriately zoned to accommodate the intended use of the JEDD, pursuant to the Union Township Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibits C attached.
The parties acknowledge that the above land use and zoning classifications or designations therein are the best and proper available use to encourage economic development. The areas are intended to develop consistent with prescribed zoning classifications. This Contract shall not operate as a limitation upon Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Children's Hospital Campus JEDD territory (or any parcels contained herein), or to amend the Union Township Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the Union Township Zoning Resolution as currently in effect or as amended from time to time.

9. **Economic Development Plan & Schedule for the Collection of Income Tax** - The contracting parties hereby incorporate, approve, and ratify Union Township's Economic Development Plan and the Schedule for the Collection of Income Tax for the Children's Hospital Campus JEDD territory, as required per R.C. Sections 715.72(I)(1)(a) and 715.72(I)(1)(c). See Exhibit D attached.

10. **Acknowledgment** - Each contracting party acknowledges it is entering into this agreement freely and without duress or coercion for the stated public purpose of promoting economic development. The parties further acknowledge and affirm that they have not entered into a separate contract for utility service, thereby evidencing specific compliance with R.C 715.72(H).

11. **Public Hearing/Approval** - Before any of the contracting parties held public hearings relative to this Contract, or otherwise subsequently approved this Contract, the contracting parties made available for inspection all of the documents prescribed within R.C. 715.72 et.al. within the Office of the Clerk of the City of Milford, and the Office of the Union Township Fiscal Officer, at least thirty (30) days prior to any such public hearing considering this Contract.

The Union Township Trustees and the Council for the City of Milford have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

Prior to approving this Contract, the contracting parties have circulated petitions to both the record owners of properties to be included within the Children's Hospital Campus JEDD territory, and to the owners of businesses operating within or upon the properties to be included within the JEDD territory, as per the requirements of R.C. 715.72(J)(1). Each executed petition specifically seeks and consents to the establishment of the JEDD territory to include the properties referenced herein.

12. **Adoption** - A majority of the owners of property (land) proposed for inclusion within the Children's Hospital Campus JEDD territory and a majority of the owners of businesses proposed for inclusion within the Children's Hospital Campus JEDD territory have submitted petitions supporting the creation of the JEDD District to include the properties referenced as Exhibits A-1 through A-4, and as further referenced in Exhibits B and C of this Agreement.

After adoption of the resolution and ordinances approving this Contract to create the Children's Hospital Campus JEDD pursuant to Section 715.72 et.al., the contracting parties shall file a copy of each of the following documents with the Director of Development for the State of Ohio, as specified in R.C. Section 715.72(O), or elsewhere within R.C. Section 715.72 et.al., as follows:

A. All of the documents described in R.C. Section 715.72(I)(1)(a) through (c), which consist of the following:

(1) A copy of the contract creating the District, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements as per R.C. 715.72(F)(3);

(2) A description of the properties to be included within the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number of any parcel proposed for inclusion within the boundaries of Children's Hospital Campus JEDD District;

(3) A schedule for the collection of Income Tax within the District.

B. Certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and the District to include properties within the Children's Hospital Campus JEDD territory;

C. Documentation from each contracting party evidencing that the public hearings required by R.C. 715.72 et.al. have been held, further documenting the date of the hearings, and evidencing that notice of the hearings was published as per the requirements of Section 715.72 et.al.;

D. A copy of the signed petitions required pursuant to R.C. Sections 715.72 et.al.

13. **Required Notice for Non-Petitioners** - Pursuant to division (K) of Section 715.72 Revised Code, Union Township and the City of Milford, as parties to this agreement, have provided, or will jointly provide timely notice (not later than ten (10) days after legislative approval by City of Milford City Council and The Board of Trustees of Union Township) by certified mail to:

A. Those record owners of real property (land) located within the areas to be included within the Children's Hospital Campus JEDD territory who did not sign the petition; and

B. Those owners of each business located in the areas to be included the existing Children's Hospital Campus JEDD territory who did not sign the petition.

The notices shall be given by certified mail and specify that the property or business is located within an area to be included in the District and that all of the documents described in divisions (I)(1)(a) to (c) of Section 715.72 Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. As per the requirements of R.C. Section 715.72(K)(2), the parties shall equally share in the cost of complying with this notice requirement, in the event such notices are actually required.

Union Township Resolution No. ___ 2024 - _____ approving the creation of the Union Township Children's Hospital Campus JEDD is not required to be submitted to the electors of the township pursuant to R.C. Section 715.72(M)(1)(a) through (c) as follows:

A. The Resolution of the Board of Trustees creating the Joint Economic Development District was approved by a unanimous vote of the members of the board [R.C. 715.72(M)(1)(a)];

B. The contracting parties circulated the required petitions pursuant to R.C. Section 715.72(J) and further obtained the signatures required under R.C. Section 715.72(L) [R.C.715.72(M)(1)(b)]; and

C. The territory to be included in the proposed Joint Economic Development District is zoned, or will be zoned, in a manner appropriate to the function of the district [R.C. 715.72(M)(1)(c)].

Accordingly, the resolution of a board of township trustees approving the creation of the Joint Economic Development District is not required to be submitted to the electors of the township pursuant to R.C. Section 715.72(M)(1)(a) through (c).

14. **Effective Date** - The creation of the Union Township Children's Hospital Campus JEDD shall become effective that date which is not earlier than the thirty-first (31st) day after contract approval pursuant to R.C. 715.72 et.al.

15. **Term** - The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2054. The contracting parties may by mutual consent extend this Contract for two (2) terms of twenty (20) years each.

The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with the Children's Hospital Campus JEDD may require many years for implementation and completion. In consequence, resulting economic development may not be realized until decades after the originating improvements. The initial term and additional terms provided for herein are a function of the long-range nature of the intended economic development.

16. **Board of Directors** - Businesses are or will be located and persons are or will be working within the Children's Hospital Campus JEDD territory. Therefore, according to R.C. 715.72 et.al. the Children's Hospital Campus JEDD Board of Directors shall be composed of the following members:

	Representation	**Member**	**Initial Term**
A.	One member representing the City	[Municipal Member]	1 Year
B.	One member representing Union Township.	[Township Member]	2 Years
C.	One member representing the owners of businesses located in the JEDD (if applicable).	[Business Member]	3 Years
D.	One member representing persons working within the JEDD (if applicable).	[Worker Member]	4 Years
E.	One member selected by the members designated in subparagraphs (A) through (B) in the event that there are no Businesses or employees located within the District upon the effective date, or (A) through (D) above, if applicable. This member shall serve as Chairperson.	[Chairperson]	4 Years

Initial terms as prescribed by R.C. 715.72 et.al. are indicated. Thereafter, terms for each member shall be four (4) years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two (2) consecutive terms on the board.

The Municipal Member may be a municipal elected official or appointed employee; excepting however anyone serving in the City of Milford's Finance Department or supervised by or reporting to the Finance Director.

The Township Member may be a Township elected official or employee; excepting however the Township Administrator. The Union Township Trustees shall select the Township Member.

The Business Member, Worker Member, and Chairperson may be a resident of any of the contracting parties, provided, however, that residency shall not be a requirement for appointment. The Union Township Trustees shall select the Business Member and the Worker Member.

The Chairperson shall be selected by the remaining members of the JEDD Board of Directors.

The contracting parties may by consent adopt rules pertaining to Board Member service, policies and procedures for the issuance of payments or applicable financial transactions, removal for cause, and vacancy.

The authority of the Board of Directors is limited according to statutory authority of R.C. 715.72 et.al. and the powers conferred by this Contract applicable to the Children's Hospital Campus JEDD territory. According to R.C. 715.72 et.al. the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and furthermore is subject to R.C. Chapter 2744 [Political Subdivision Tort Liability].

The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from Children's Hospital Campus JEDD funds allocated to the Board according to procedures established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Three Members of the Board shall constitute a quorum and any action of the Board requires concurrence of a majority in attendance. The Board shall act through the passage of resolutions. A resolution of the Board shall be effective immediately unless otherwise provided by the resolution or as required by law.

The Chairperson shall preside over meetings of the Board. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four (24) hours advanced notice to all Members.

The Board of Directors may adopt a) policies, b) procedures, and c) advance directives which may be administered by the Chairperson acting in conjunction with the Secretary.

17. **Board Activities** - The Board shall meet at least annually to review activities affecting the Children's Hospital Campus JEDD including but not limited to progress on intended improvements, development activities, services to the Children's Hospital Campus JEDD, and reports pertaining to the Children's Hospital Campus JEDD, planning affecting Children's Hospital Campus JEDD, adequacy of services to the Children's Hospital Campus

JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Children's Hospital Campus JEDD. The Board shall serve in an advisory capacity to the contracting parties, and may make recommendations upon request of the contracting parties in furtherance of economic development within the Children's Hospital Campus JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

The Township Administrator shall nominate an employee of Union Township to serve as Secretary to the Board of Directors, provided, however, that the Township Administrator shall not be eligible to serve as the JEDD Secretary. The appointed JEDD Secretary shall not serve as a JEDD Board Member and shall not have voting privileges. In the absence of the appointed JEDD Secretary, the Township Administrator may designate another employee of the Township to serve as JEDD Secretary in an interim capacity. The Secretary shall keep minutes of Board meetings and copies of any resolutions adopted by the Board, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary upon affirmative resolution of the Board or the fiscal officer of a contracting party may review the City of Milford's income records relating to taxation from the Children's Hospital Campus JEDD territory; provided however, the record recipient is subject to and shall strictly comply with confidentiality provisions of R.C. 718.13 and 718.84 and the City of Milford Income Tax Ordinance applicable to City personnel and consultants. The Secretary upon affirmative resolution of the Board may request an independent review or audit of the City of Milford's tax collection services, and collection procedures relating to taxation from the JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense.

The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with scheduling of meetings, organization of information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Township facilities and Township staff in furtherance of Board activities.

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities. The Board shall establish an appropriations procedure to provide for the payment of operating expenses associated with Board activities and operation of the Children's Hospital Campus JEDD. The Board shall designate those officers who may execute documents on behalf of the Board in furtherance of a resolution; provided however, any agreements with third parties shall require the signature of at least two (2) Board Members; or in the alternative, a Board Member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for Children's Hospital Campus JEDD related activities such as construction, maintenance, operation of any facility, research, and development for the Children's Hospital Campus JEDD programs. The Children's Hospital Campus JEDD may also accept contributions in money or in kind for Children's Hospital Campus JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Children's Hospital Campus JEDD activities. In lieu of this provision, either contracting party may elect to purchase insurance on behalf of the JEDD Board, if deemed appropriate by either the Township or the City, respectively.

The Board does not have authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue without consent of the contracting parties.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in the Contract. If the Board's authority is unclear or if the Board desires expanded authority, the Board may request clarification of authority or additional authority from the contracting parties by consent.

18. **Income Tax** - This contract grants Children's Hospital Campus JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Children's Hospital Campus JEDD territory at the rate of one (1%) percent [the initial rate] based on:

A. Income earned by persons working in the Children's Hospital Campus JEDD to be collected via employee withholding from payroll.

B. Net profits of businesses located in the Children's Hospital Campus JEDD which may be prorated for businesses also having a location or locations outside of the Children's Hospital Campus JEDD.

C. Persons residing within any Mixed-Use Development located within the Children's Hospital Campus JEDD after the effective date of this Contract, as defined in R.C. 715.72(A)(9).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Children's Hospital Campus JEDD; provided however, the amount set aside shall not exceed $1,000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of Children's Hospital Campus JEDD, the Board of Directors, with consent of the contracting parties, may increase or decrease the rate of taxation as the contracting parties may deem appropriate; provided however, the applicable rate of taxation shall not exceed the rate of the municipal income tax then levied by the City of Milford.

The contracting parties authorize the Board of Directors to enter into an agreement with the City of Milford to administer, collect, and enforce the income tax on behalf of the Children's Hospital Campus JEDD. The resolution levying the income tax may be generally consistent with the provisions of the City of Milford Income Tax Ordinance No. 182, as it may be amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract

or according to law. The Board may designate those provisions of the City of Milford Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within Children's Hospital Campus JEDD; provided however, the Board may not exceed the taxing authority permitted by the City of Milford Income Tax Ordinance without consent of the contracting parties.

The income tax is effective and collection shall commence on the first day of the month following the Board's adopting resolution, unless extended by action of the JEDD Board, not to exceed ninety (90) days after said resolution.

Any contracting party may request an independent audit of any aspect of revenue collection and distribution; provided however, the party requesting the audit shall bear the expense of audit, if applicable.

The City of Milford shall administer, collect, and enforce the income tax on behalf of the Children's Hospital Campus JEDD. The City of Milford's Director of Finance shall serve as the Administrator of the income tax derived from the Children's Hospital Campus JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited into a separate Children's Hospital Campus JEDD account which shall not be mingled with revenue from other sources. Earnings on the Children's Hospital Campus JEDD account and investments related thereto shall be added to the account. The Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the City of Milford's Income Tax Ordinance within the Children's Hospital Campus JEDD. The Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the Children's Hospital Campus JEDD in any way pertaining to the income taxation within the Children's Hospital Campus JEDD.

The Administrator shall report at least quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Administrator shall furthermore report at least quarterly regarding Children's Hospital Campus JEDD operating income and expenses for the preceding quarter and shall provide short term and long-range projections concerning anticipated income and expenses associated with Children's Hospital Campus JEDD operations. The Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Administrator shall pay one (1%) percent of the gross income tax revenue into escrow. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from notice. At the end of each calendar year any escrow

surplus shall be distributed as part of the net tax revenue. Earnings achieved on any surplus escrow shall be added to the escrow fund.

In consideration of the costs of administering and collecting the income tax through the Regional Income Tax Authority (RITA), the parties agree that the costs incurred through this agreement will be allocated on the same basis that the revenues are collected and distributed, as further defined in Section 20 ~~19~~ of this agreement.

The levy of the income tax is necessary to effectuate the purpose of this Contract and once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by amendment of this Contract.

19. **Primacy** - The Children's Hospital Campus JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Children's Hospital Campus JEDD notwithstanding provisions of the City of Milford Income Tax Ordinance which may be adopted, or subsequently amended, to the contrary.

20. **Revenue Distribution** - Net tax revenue from the Union Township Children's Hospital Campus JEDD shall be paid at least monthly according to the following formula:

Union Township	85%	
City of Milford	15% -	not to exceed ~~$150,000~~$200,000 in years 1-~~5~~10 not to exceed $225,000 in years 6-10 not to exceed ~~$162~~$250,000 in years 11-~~20~~15 not to exceed $275,000 in years 16 – 20 not to exceed $300,000 in years 21-25 to be increased by 1.5%~~1%~~ per year in years ~~21-30.~~26-30, and any subsequent year thereafter.
	100 % Total	

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21. **Allocation** - The contracting parties shall allocate a prorated portion of net income tax revenue to the Board of Directors adequate to meet operating expenses; provided however, the amount allocated shall not exceed $1,000.00 annually without consent of the contracting parties.

22. **Contributions** - In furtherance of the economic development of the Union Township Children's Hospital Campus JEDD, the contracting parties shall undertake with diligence the following improvements and services. The contracting parties acknowledge that

priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution:

A. **Township** -The Township shall provide for the construction and/or improvement of such public roads in the Township it deems appropriate to provide an improved transportation network to benefit the Union Township Children's Hospital Campus JEDD.

The Township shall furthermore provide expanded public services to the Union Township Children's Hospital Campus JEDD, for example, police protection, fire protection, civil defense, local government, administration, land use regulation, and so forth commensurate with economic growth. The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Union Township Children's Hospital Campus JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

B. **City of Milford** – The City of Milford shall upon request of the Union Township Children's Hospital Campus JEDD Board provide:

1) Financial services to the Secretary for analysis of economic activity affecting the Union Township Children's Hospital Campus JEDD.

The scope of services is limited to utilization of the City of Milford's available personnel or contracted personnel. The services contemplated by this section are limited to review, compliance with applicable State Laws or State of Ohio audit requirements, and/or financial analysis. The City of Milford has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

The improved transportation links from the Union Township Children's Hospital Campus JEDD to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and such engaged in the stream of commerce.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking

construction in furtherance of economic development to benefit the Union Township Children's Hospital Campus JEDD, the contracting parties, Clermont County, and the State of Ohio.

If the income tax levied by the Children's Hospital Campus JEDD Board pursuant to this agreement is determined to be invalid or unenforceable pursuant to a final, non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties have no further duty to make aforesaid contributions.

23. **Financing** - Notwithstanding affirmative duties of the contracting parties to make public improvements consistent with the development plan, this Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, Community Reinvestment Act tax abatements or other tax abatement programs, as applicable, residential improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (e.g., road projects). Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer (as the case may be) to construct internal improvements such as roads, utilities, or surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the economic development plan, the contracting parties may exercise lawful authority for public acquisition when necessary or appropriate to carry out projects and improvements inside and outside of the Children's Hospital Campus JEDD territory.

24. **Facility Ownership** - Public facilities including interests in real property which are acquired, developed, or constructed by a contracting party in furtherance of this Contract shall be owned, operated, and maintained by that contracting party, unless otherwise agreed. Termination or expiration of the Contract shall not affect ownership of public facilities including interests in real property located within the Children's Hospital Campus JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

25. **Third Party Service Providers**

A. **Water** - The Clermont County Water Resources Department supplies public fresh water distribution to the Children's Hospital Campus JEDD territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of assessments to recover for Clermont County the costs associated with capital improvements to the water distribution system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third-party developer compensation agreements in furtherance of extending adequate supply of water to the Children's Hospital Campus JEDD.

B. **Sanitary Sewer** - The Clermont County Water Resources Department supplies sanitary sewer service to the Children's Hospital Campus JEDD territory. To the extent authorized by law, the Township may establish special assessments procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third-party developer compensation agreements in furtherance of providing adequate, sanitary sewer service to Children's Hospital Campus JEDD.

C. **Electric and Gas Service** – Duke Energy Ohio is the utility supplier of electric and natural gas to the Children's Hospital Campus JEDD territory. To the extent permitted by law, the contracting parties may enter into reimbursement agreements associated with relocating utility distribution lines or other fixtures for road improvements or other public improvements. Deregulation of utilities may enable new opportunities associated with purchase and supply of energy (i.e., electric and natural gas). The contracting parties shall cooperate with one another in undertaking new ventures, investigating new technologies, conservation programs, and financial programs in furtherance of extending adequate energy at competitive rates to the Children's Hospital Campus JEDD territory.

26. **Annexation** – The City of Milford shall not annex any property located in Union Township so long as this Contract is in effect. Furthermore, the City of Milford shall not initiate or participate in any merger or consolidation process involving Union Township. The contracting parties shall further cooperate in resisting any annexation, merger, or consolidation process involving the Union Township Children's Hospital Campus JEDD territory or other portion of Union Township to any third party governmental unit or political subdivision (i.e., other township or municipality); provided however, the City of Milford is not required to be a party to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving Union Township Children's Hospital Campus JEDD territory.

27. **Real Property Taxation** - The creation of Children's Hospital Campus JEDD shall not be construed to affect real property taxation within the Children's Hospital Campus JEDD territory and shall not affect the Township's distributive share of real property tax revenue.

28. **Filing** - The Union Township Administrator shall file this Contract and the supporting documents as otherwise required by R.C. 715.72 et.al. with the State of Ohio Director of Development after it becomes effective.

29. **Recording** - The Union Township Administrator shall record, or shall otherwise effect the recordation of this Contract, together with certified copies of the resolution and

ordinances of the contracting parties approving the contract, with the Clermont County Recorder after it becomes effective.

30. **Integration** - The Contract (upon final approval as revised) with attached exhibits and materials incorporated by express reference represents the entire agreement of the parties and supersedes prior drafts and negotiations. The parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and intent of this Contract. To the extent permitted by this Contract, and in compliance with all laws and resolutions and ordinances controlling this Contract, the parties and their respective successors, assigns and transferees, specify that any amendment must be in writing and signed by the applicable parties.

31. **Amendment** - The contracting parties may amend the Contract to add areas to the Union Township Children's Hospital Campus JEDD in compliance with R.C. 715.72 et.al. or as said section may be amended from time to time. Amendment requires unanimous consent of the contracting parties.

The contracting parties reserve the right to amend substantive provisions of the Contract as may be deemed appropriate from time to time based and to provide Board directives upon approval of all contracting parties. Furthermore, one or more of the contracting parties may enter into independent inter-governmental agreements with one or more contracting parties or non-contracting parties which may be consistent with and in furtherance of the economic development plan and the public purpose stated in this Contract.

32. **Consent** - Any consent of the contracting parties pursuant to this Agreement or in furtherance of performance thereof shall be in writing with the concurrence of all contracting parties.

33. **Default** - Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty (60) days in which to cure the default or to indicate action intended to cure the default by substantial performance as soon as practicable.

In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific performance and other equitable remedies may be appropriate to assure Contract performance due to the potential for irreparable harm upon a default.

34. **Force Majeure** - Performance of contractual duty is excused to the extent that an event or occurrence beyond the control of a contracting party (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) makes performance impossible or impracticable so long as the affected contracting party did not control the circumstance, or anticipate and accept the risk.

35. **Venue** - The contracting parties stipulate that Clermont County Court of Common Pleas shall have exclusive venue over legal proceedings among the contracting parties.

36. **Termination** - This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:

A. Legislative actions of the contracting parties must become effective within ninety (90) days of one another;

B. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and

C. The termination agreement shall provide for distribution and refund (if applicable) of the income tax revenue derived from the Children's Hospital Campus JEDD. In the event that any improvement projects associated with the Children's Hospital Campus JEDD are incomplete as of the effective date of termination, the parties shall provide for payment of their respective contract obligations associated with such projects which may become due after termination. Unilateral withdrawal from the Contract by any contracting party is prohibited.

37. **Notices** - All notices or required communications among the contracting parties shall be in writing and shall be sent via U.S. mail or by courier with delivery receipt as follows:

A. Union Township Trustees

Union Township Civic Center
4350 Aicholtz Road
Cincinnati, OH 45245
Attn: Township Administrator

With a copy to: Union Township Law Director
Brodi J. Conover
Bricker Graydon LLP
2 East Mulberry Street, Lebanon, Ohio 45036

(513) 870-6693
(513) 870-6699 (fax)

B. City of Milford, Ohio
Attn: City Manager
745 Center Street
Milford, Ohio 45150

With a copy to: City of Milford City Solicitor
Brian E. Pacheco
Dinsmore & Shohl, LLP
255 E. Fifth Street
Suite 1900
Cincinnati, Ohio 45202

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., facsimile, E-MAIL) or other media shall not be effective unless confirmed in writing.

The parties may dispense with written notice as a condition to any action by written consent or agreement.

38. **Severability** - The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.

39. **Captions** - Paragraph captions are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGES TO FOLLOW]

INTENDING TO BE LEGALLY BOUND, the Union Township Trustees and the City of Milford have caused this Contract to be duly executed by their authorized officers.

Union Township Board of
Township Trustees

By: Cory Wm. Wright, Township Administrator

_____
Cory Wm. Wright
Township Administrator

Pursuant to Authority of Resolution No. 2024 - _____

Approved as to Form:

_____
Brodi J. Conover
Union Township Law Director

STATE OF OHIO
COUNTY OF CLERMONT:

Before me, a Notary Public, in and for said county, personally appeared the above-named Union Township Trustees, County of Clermont, State of Ohio, by their duly appointed Township Administrator, Cory Wm. Wright, by authority of Resolution No. 2024-_____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said Township Trustees and the free act and deed of his personally and as such duly appointed Township official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ___ day of _____, 2024.

_____

Notary Public

City of Milford, Ohio

By:

_____
Michael Doss
City Manager

Pursuant to authority of Ordinance No. _____

Approved as to Form:

_____
Brian E. Pacheco
City Solicitor

STATE OF OHIO
COUNTY OF CLERMONT:

Before me, a Notary Public, in and for said county, personally appeared the above-named City of Milford, State of Ohio, by its duly authorized City Manager, Michael Doss, by authority of Ordinance No. _____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ____ day of _____, 2024.

_____

Notary Public

D.O.B.A. Continuation Info

Notice of Public Hearing
City of Milford
Continue Designated Outdoor Refreshment Area (DORA)

This shall serve as public notice that the Milford, Ohio City Council has received an application to continue a Designated Outdoor Refreshment Area (DORA) pursuant to Section 4301.82 of the Ohio Revised Code. The information is on file with the Clerk of Council, at Milford City Hall, 745 Center Street, Suite 218, Milford Ohio 45150 and is available for inspection by the public during normal business hours between 8:30am – 4:30pm weekdays. Milford City Council will hold a public hearing on Tuesday, August 20 th , at or about 7:00pm in Council Chambers located at City of Milford City Hall, 745 Center Street, Milford Ohio 45150 to approve or disapprove the information to continue the DORA. Interested people are invited to attend this public meeting and will be given an opportunity to express their views or objections to the proposed continued Designated Outdoor Refreshment Area (DORA).
CS 07-04-24, 07-11-24

ORDINANCE NO. 19-1467 **PASSED July 16, 2019**

An Ordinance creating a Designated Outdoor Refreshment Area for the City of Milford and enacting regulations

WHEREAS, effective April 30, 2017, a municipality with a population of less than thirty-five thousand is permitted to create a Designated Outdoor Refreshment Area (DORA) pursuant to the provisions of the Ohio Revised Code Section 4301.82; and,

WHEREAS, on Tuesday, May 21, 2019, the City Manager submitted an application to the City Council for approval of a DORA in a specified section of the City of Milford (the DORA application); and,

WHEREAS, pursuant to ORC Section 4301.82(C), notice of the filing of the DORA Application with the date of a public hearing thereon was published in a newspaper of general circulation in the City of Milford on May 29, 2019, and June 5, 2019; and,

WHEREAS, the public hearing on the application was held June 18, 2019, during which public testimony was held; and,

WHEREAS, Section 4301.82(F)(1) of the ORC requires the City of Milford to establish requirements that the City determines necessary to ensure public health and safety in the area and ORC Section 4301.82 (F)(2) provides for notice of this proposed action to be published in a newspaper of general circulation once a week for two consecutive weeks, such notice having been published on May 29, 2019 and June 5, 2019; and,

WHEREAS, the DORA application as submitted, to include the premises of the permit holders located at the street addresses on Exhibit A, meets the requirements of the ORC Section 4301.82(B)(1-5), it being further clarified that the boundary of the DORA includes the premises of the permit holders located at the street addresses listed on Exhibit A; and,

WHEREAS, approval of the DORA will serve to enhance the experiences of the patrons of the business areas and the special events within the City of Milford, Ohio:

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Milford, Ohio:

Section 1. City Council approves the DORA application as having met the requirements of ORC Section 4301.82(B)(1-5) and approves the establishment of a Downtown Milford Designated Outdoor Refreshment Area comprised of the area as depicted on Exhibit A, attached hereto and made a part hereof, such area to include and encompass the premises of the permit holders located at the street addresses listed on Exhibit A, as is required to be included pursuant to ORC Section 4301.82(F)(1)(a).

Section 2. City Council determines that all public notice requirements of ORC Section 4301.82 prior to the passage of this Ordinance have been met.

Section 3. That in order to ensure public health and safety and in accordance with ORC Section 4301.82(F)(1)(b), the number, spacing, and type of signage designating the DORA boundary shall be as set forth on Exhibit B, attached hereto and made a part hereof.

Section 4. The DORA encompasses not fewer than four qualified permit holders, all which are identified on Exhibit C, attached hereto and made a part hereof, by business name, address, liquor permit type and liquor permit number. Also included on Exhibit C and in accordance with ORC Section 4301.82(F)(1)(c) are the hours of operation for the DORA, which will apply to all activity within the DORA.

Section 5. The Public Health and Safety Plan as described in Exhibit D, attached hereto and made a part hereof, is hereby approved as meeting the requirements of ORC Section 4301.82 (F)(1)(e-f), including the manner in which the number of personnel needed to carry out the plan shall be determined.

Section 6. The Sanitation Plan that will help maintain the appearance and public health of the area as described on Exhibit E, attached hereto and made a part hereof, is hereby approved as meeting the requirements of ORC Section 4301.82(F)(1)(e-f), including the manner in which the number of personnel needed to carry out the plan shall be determined.

Section 7. As is required by the ORC Section 4301.82 (F)(1)(g), beer and intoxicating liquor shall only be served in plastic bottles or other plastic containers, which shall be provided by the qualified permit holders in a readily-identified container as approved by the City's Department of Public Safety.

Section 8. City Council shall review the review the requirements of the DORA, as established herein, one year from the effective date of this Ordinance to determine whether to continue the DORA under the same or modified terms and conditions or dissolve it according to the statutory provision.

Section 9. The Clerk of Council is hereby instructed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and to the investigative unit of the Ohio Department of Public Safety, all in accordance with ORC Section 4301.82(C) and Section 4301.82(F)(3).

Section 10. Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, are taken in meetings open to the public in full compliance with applicable legal requirements, including Section 122.22 of the Ohio Revised Code.

Section 11. Pursuant to and in accordance with Section 12.05 of the Milford City Charter this Ordinance, having received at least five affirmative votes for passage, shall become effective immediately.

ADOPTED: July 16, 2019

Fred Albrecht, Mayor

ATTESTED:

Jackie Bain, Clerk of Council

LAW DIRECTOR'S CERTIFICATION

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

Michael Minniear, Law Director

CLERK'S CERTIFICATION

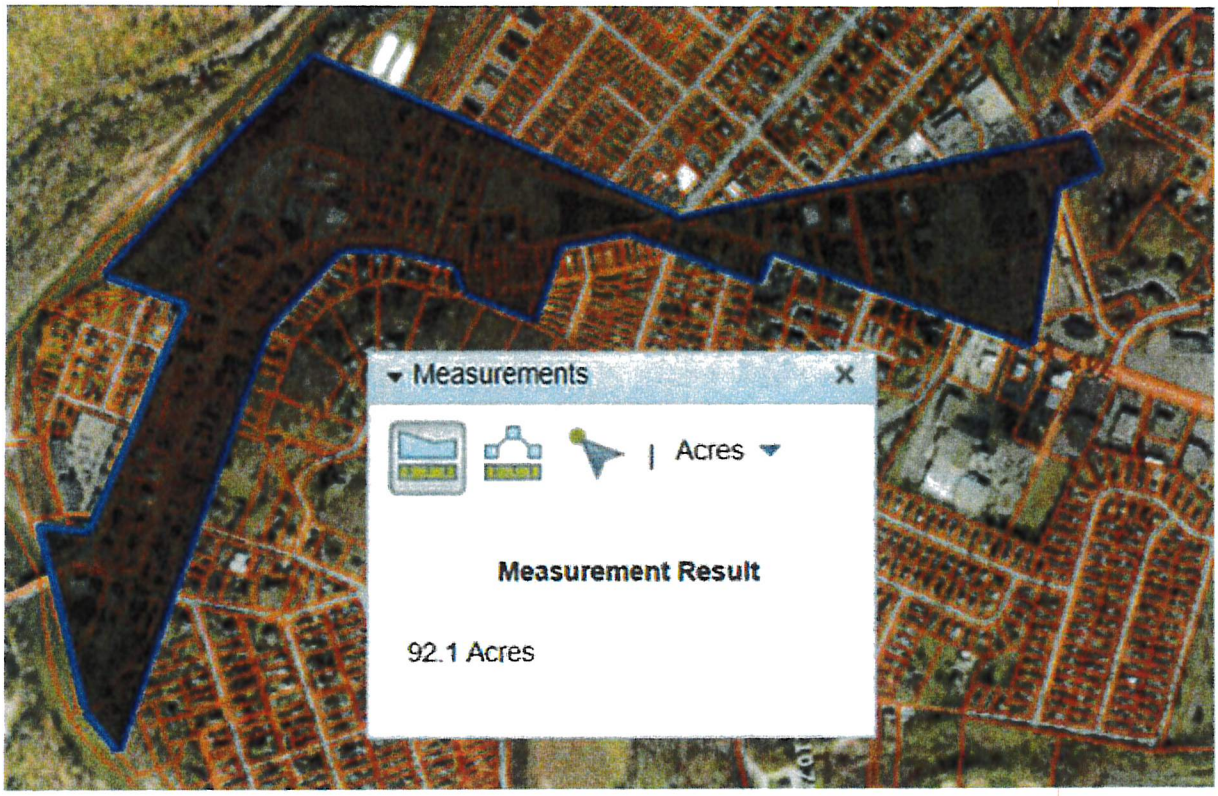
I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at Peoples Bank, 735 Lila Avenue, 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 18th day of July, 2019.

Jackie Bain, Clerk of Council

EXHIBIT A

BOUNDARIES

In accordance with ORC 4301.82 (F)(1)(a), a depiction of the specific boundaries of the area, including and encompassing the premises of the permit holders located at the street addresses is shown in the highlighted area below:



AREA CERTIFICATION

I hereby certify that the area of land located with the City of Milford Designated Outdoor Refreshment Area to be approximately 92.1 acres.

Nathaniel Clayton, PE

STATE OF OHIO
NATHANIEL CLAYTON
#E-
REGISTERED
PROFESSIONAL ENGINEER

PERMIT HOLDERS

1. Little Miami Brewing Company (208 Mill Street)
2. The Main Cup (18 Main Street)
3. 20 Brix (101 Main Street)
4. Padrino (111 Main Street)
5. Chappy's (225 Main Street)
6. Chez Renee French Bistro (231 Main Street)
7. American Legion Post 450 (450 Victor Stier Drive)
8. Copper Blue (900 Main Street)
9. Lehr's Prime Market & Patio (740 Main Street)
10. By Golly's (714 Lila Avenue)

EXHIBIT B

Number, Spacing & Type of Signage

In accordance with ORC 4301.82 (F) (1) (b), the number spacing and type of sign designating the area are:

The Service Department Supervisor will direct the placement of

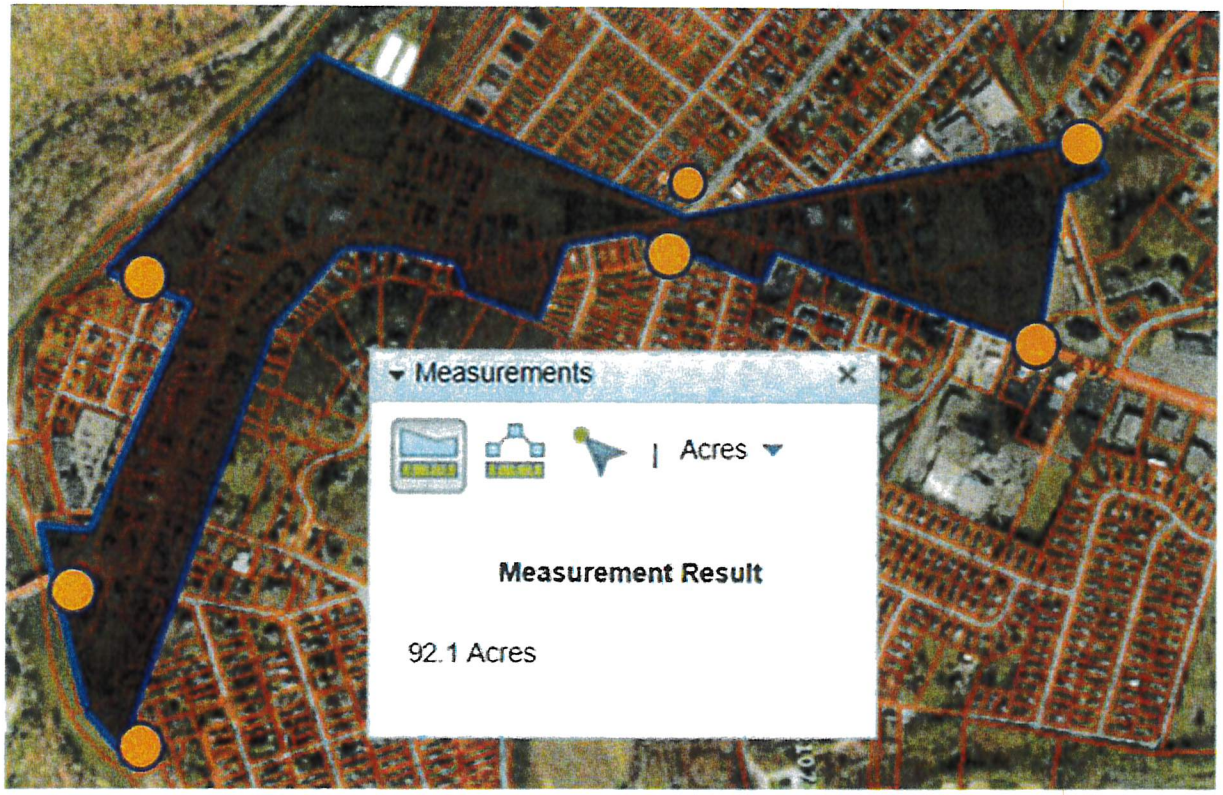


Exhibit C

List of qualified permit holders, hours of operation and letters of participation

Qualified Permit Holders including Permit Number and Permit Types

Address	Qualified Permit Holder	DBA	Permit #	Permit Type	Letter of Participation
208 Mill Street	Little Miami Brewing Company	Same	5237887	A1A, A1C,D6	
18 Main Street	Coffee Table LLC	The Main Cup	1591172	D1,D2,D3,D3A,D6	
101 Main Street	20 Brix LLC	20 Brix	9115742	D2,D2X,D3,D3A,D6	
111 Main Street	RTHTPC LLC	Padrino	71481760005	D5,D6	
225 Main Street	Milford Tavern LLC	Chappys	5954211	D1,D2,D3,D3A	
231 Main Street	Chez Renee French Bistrot LLC	Same	14240390005	D1,D2	
450 Victor Stier Drive	AL Post 450 Victor Stier	Same	009039504506	D5,D6	
900 Main Street	Fore the Future LLC	Copper Blue	2815174	D5I	
740 Main Street	RJM Management	Lehrs Prime Market	7147949	C2,D1,D8	
714 Lila Avenue	By Gollys LLC	By Gollys	1160780	D5,D6	

Hours of Operation

Based on discussions with Emergency Operations personnel, the hours of operation for the DORA will be Monday-Thursday from 4pm-10pm, Friday-Sunday from 11am-midnight.

EXHIBIT D

Designated Outdoor Refreshment Area (DORA)

Public Health and Safety Plan

The DORA's security force will be on-duty Police Officers. The Milford Police Department staffs a minimum of 3 officers and a sergeant, 24 hours per day. Officers patrol in traditional police vehicles, mountain bikes, segways and on foot in the DORA. Fire and Emergency Services personnel will also be available 24 hours per day.

This Public Health and Safety Plan will be reviewed continuously, and may be updated at any time, but only with City approval to ensure public safety.

EXHIBIT E

DORA Sanitation Plan

With the operation of a DORA and in conjunction with Ohio Revised Code Sections 4301.82 (F) (1)(e&f), a Sanitation Plan that will maintain the appearance and health of the area is the following:

The DORA consists of public restrooms located at Riverside Park and public restrooms within each of the participating businesses. City Staff, in cooperation with Rumpke will ensure that sanitation requirements are met. Along the DORA route there are 20 trash receptacles that are picked up weekly by Rumpke. City staff will make adjustments as needed when events are held in the DORA area.

The City of Milford Public Works Department will continue its current schedule of street sweeping. Public Works Director, Nate Clayton, will monitor the need and frequency for street sweeping in the area and will make adjustments as necessary.