It is the policy of the City of Middletown to make all public hearings and meetings accessible to all persons, in accordance with state and/or federal laws. If you have a disability which requires accommodation in order for you to attend and/or participate in this meeting, please contact us at 425-7831 at least forty-eight hours prior to the time of the meeting to advise us of the need for accommodation, and reasonable efforts shall be made to provide the same. This agenda may be accessed on the City of Middletown website @ http://www.cityofmiddletown.org.
LEGISLATION

1. **Resolution No. R2018-10**, a resolution amending Resolution No. R2018-08, declaring the necessity of repairing certain sidewalks, curb and gutters in the City of Middletown, requiring that abutting property owners repair the same, and declaring an emergency.

2. **Resolution No. R2018-11**, a resolution describing the boundaries of a Community Reinvestment Area in which housing facilities are located and new housing construction and repair of existing facilities or structures are discouraged in accordance with Ohio Revised Code Sections 3735.65 through 3735.70, designating a Housing Officer to administer the Community Reinvestment Area, and declaring an emergency.

3. **Ordinance No. O2018-23**, an ordinance authorizing an agreement with Grove Street PSH, LLC and/or Hope House Rescue Mission to waive permit fees and impact fees for the redevelopment of 1001 Grove Street, and declaring an emergency.

4. **Ordinance No. O2018-24**, an ordinance modifying the Designated Outdoor Refreshment Area, establishing requirements to ensure public health and safety within such area and declaring an emergency.

5. **Ordinance No. O2018-39**, an ordinance authorizing the City Manager to enter into an agreement with Cincinnati State Community and Technical College for the development of an avionics program, and declaring an emergency.

6. **Ordinance No. O2018-25**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article I, Sections 1 and 3 and Article II, Sections 2 and 3 of the Charter of the City pertaining to the structure and composition of City Council. (Second Reading)

7. **Ordinance No. O2018-26**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article II, Section 11 of the Charter of the City requiring a copy of the annual report of the City to be on file at the City library. (Second Reading)

8. **Ordinance No. O2018-27**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 3 of the Charter of the City pertaining to the appointment of City employees. (Second Reading)
9. **Ordinance No. O2018-28**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 8 and of the Charter of the City pertaining to the power of City Council to delegate to the City Manager the ability to change the organizational structure of the City administration. (Second Reading)

10. **Ordinance No. O2018-29**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 8 of the Charter of the City pertaining to placing the Chiefs of the Divisions of Fire and Police in the unclassified service. (Second Reading)

11. **Ordinance No. O2018-30**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article IV, Sections 3 and 5 of the Charter of the City pertaining to the publication of legislation and public hearing notices. (Second Reading)

12. **Ordinance No. O2018-31**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article V of the Charter of the City pertaining to boards and commissions. (Second Reading)

13. **Ordinance No. O2018-32**, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article I, Section 5 of the Charter of the City pertaining to the charter review committee. (Second Reading)

14. **Ordinance No. O2018-33**, an ordinance granting an agreement with AK Steel Corporation for a sign easement at the intersection of Research Way and Union Road. (Second Reading)

15. **Ordinance No. O2018-35**, an ordinance amending Chapter 864 (Special Police Officers) of the Codified Ordinances. (Second Reading)

16. **Ordinance No. O2018-36**, an ordinance amending Section 209.07 (Bid Securities) of the Codified Ordinances. (Second Reading)

17. **Ordinance No. O2018-37**, an ordinance establishing a procedure for and authorizing a contract with the Community Building Institute. (Second Reading)

18. **Ordinance No. O2018-38**, an ordinance establishing a procedure for and authorizing a contract with Flottweg for the purchase of a dewatering centrifuge. (Second Reading)

It is the policy of the City of Middletown to make all public hearings and meetings accessible to all persons, in accordance with state and/or federal laws. If you have a disability which requires accommodation in order for you to attend and/or participate in this meeting, please contact us at 425-7831 at least forty-eight hours prior to the time of the meeting to advise us of the need for accommodation, and reasonable efforts shall be made to provide the same. This agenda may be accessed on the City of Middletown website @ http://www.cityofmiddletown.org.
19. **Resolution No. R2018-09**, a resolution to make adjustments to appropriations for current expenses and other expenditures of the City of Middletown, Counties of Butler and Warren, State of Ohio, for the period ending December 31, 2018. (General Fund) (Second Reading)

20. **Resolution No. R2018-12**, a resolution to make adjustments to appropriations for current expenses and other expenditures of the City of Middletown, Counties of Butler and Warren, State of Ohio, for the period ending December 31, 2018. (Civic Development Fund) (First Reading)

21. **Ordinance No. O2018-40**, an ordinance establishing a procedure for and authorizing the amendment and extension of a contract with Medicount Management, Inc. for ambulance billing services. (First Reading)

22. **Ordinance No. O2018-41**, an ordinance amending the Pay and Benefits Ordinance, O2017-48. (First Reading)

**EXECUTIVE SESSION**

Under the authority of O.R.C. 121.22 (G) (4) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
PUBLIC HEARING
DATE       June 5, 2018
TO:        Douglas Adkins, City Manager
FROM:      Jacob Burton, Finance Director

**PURPOSE**

The attached 2019 Tax Budget for the City of Middletown is hereby submitted as required by the Ohio Revised Code.

**Schedule**

- June 19, 2018    - Public hearing, receive, file and adopt by Motion
- June 20, 2018    - Deliver to Butler and Warren County Auditors

**BACKGROUND AND FINDINGS**

The Annual Tax Budget has two purposes:

1) The 2019 beginning cash balances and 2019 projected revenues for each fund in this budget become the estimated 2019 resources for the City. The 2019 annual appropriations usually passed by City Council in November 2018 may not exceed these estimated resources. The objective, therefore, is to be realistic in these resource projections. If necessary, these estimated resources can be amended in writing during the 2019 calendar year by the Finance Department. This would be necessary if revenues are underestimated in this budget, or if expected revenues are not received.

2) A City's annual tax budget also supports the need for its annual property tax levy. The current levy of 6.90 mills (1.0 mill for the Senior Citizens Levy) will be requested for 2019.

The assumptions made in projecting the 2019 revenues and expenditures in this tax budget were:

1) Revenues in all funds agree with the most recent Financial Plan. The General Fund revenues projected for 2019 are projected with a 0.4% decrease and expenditures projected with 3% increase.
2) All 2019 operational costs agree with the most recent Financial Plan.

4) The 2019 debt service costs are at actual levels based upon debt repayment schedules already set. Capital improvement expenditures are from the five-year capital improvements plan.

5) These estimates are based on the current knowledge of the revenue stream and the current expenditures.

ALTERNATIVES

There are no alternatives. This budget must be submitted each year.

FINANCIAL IMPACTS

The 2019 Tax Budget indicates that General Fund expenditures will exceed General Fund revenues by approximately $1.6 million and that the 2019 year-end cash balance in the General Fund will be about $2.8 million, which is a 9% reserve balance.

This budget will be replaced with a permanent appropriation resolution later this year.

EMERGENCY/NON EMERGENCY

Emergency legislation is needed to meet the deadline to be submitted to the County Auditor on or before July 15.
2019 Tax Budget

2018 Tax Year, 2019 Calendar Year
City of Middletown, Ohio  
Butler and Warren Counties, Ohio

(Date) July, 2018

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC.5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:

The following Budget year beginning January 1, 2019, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed

Title FINANCE DIRECTOR

---

**SCHEDULE A**

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

<table>
<thead>
<tr>
<th>FUND</th>
<th>For Municipal Use</th>
<th>For Budget Commission Use</th>
<th>For County Auditor Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
</tr>
<tr>
<td>GOVERNMENT FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL FUND</td>
<td>X X X X X X</td>
<td>X X X X X X</td>
<td>X X X X X</td>
</tr>
<tr>
<td></td>
<td>2,631,020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPECIAL REVENUE FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,006,123</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAPITAL PROJECT FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>542,123</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPRIETARY FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIDUCIARY FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGENCY FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>76,309</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>4,255,575</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
### SCHEDULE B

**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

<table>
<thead>
<tr>
<th>FUND</th>
<th>Maximum Rate Authorized to be Levied</th>
<th>Tax Year County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Expense Levy authorized by voters on 05/02/2017, not to exceed 5 years. Authorized under Sect. 5705, R.C.</td>
<td>1 mill</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total General Fund Outside 10 Mill Limitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SPECIAL LEVY FUNDS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Expense Levy authorized by voters on / / , not to exceed years. Authorized under Sect. , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund, Levy authorized by voters on / / , not to exceed years. Authorized under Section , R.C.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### REVENUES

#### Local Taxes:
- **General Property Tax - Real Estate**: 2,429,448 / 2,441,622 / 2,579,431 / 2,631,020
- **Tangible Personal Property Tax**: 118 / - / - / -
- **Municipal Income Tax**: 12,430,437 / 15,002,000 / 13,733,213 / 14,042,000
- **Public Safety Levy Income Tax**: 3,265,000 / 3,396,694 / 3,245,000 / 3,301,000
- **Total Local Taxes**: 18,125,003 / 20,840,316 / 19,557,644 / 19,974,020

#### Intergovernmental Revenues:
- **State Shared Taxes and Permits**:
  - **Local Government**: 795,517 / 752,311 / 747,922 / 773,467
  - **Utility Consumption Tax**: 66,835 / 8,713 / - / -
  - **Homestead Rollback**: 354,219 / 310,924 / 326,434 / 329,697
  - **Estate Tax**: 16,960 / - / - / -
  - **Cigarette Tax**: 2,369 / 2,464 / 2,419 / 2,443
  - **License Tax**: 1,583 / 200 / 1,869 / 1,888
  - **Liquor and Beer Permits**: 55,679 / 63,199 / 58,126 / 58,707
- **Total State Shared Taxes and Permits**: 1,293,162 / 1,137,811 / 1,136,770 / 1,166,202

**Federal Grants or Aid**: - / - / - / -

**State Grants or Aid**: 13,157 / 720,685 / 1,275,227 / 600,000

**Commercial Activities Tax**: - / - / - / -

**Total Intergovernmental Revenues**: 1,306,319 / 1,858,496 / 2,411,997 / 1,766,202

#### Charges for Services:
- **4,456,673** / 4,453,777 / 4,615,419 / 4,661,573

#### Fees, Licenses and Permits:
- **496,735** / 387,095 / 430,000 / 434,300

#### Fines and Forfeits:
- **6,527** / 7,478 / 9,798 / 9,896

#### Miscellaneous:
- **Interest**: 70,003 / 72,145 / 85,660 / 70,602
- **Other Miscellaneous Revenue**: 847,422 / 805,384 / 791,150 / 799,061

#### Other Financing Sources:
- **Transfers**: 2,763,407 / 2,485,612 / 2,602,787 / 2,666,411

**TOTAL REVENUE**: 28,378,491 / 31,425,598 / 30,822,726 / 30,703,519
## DESCRIPTION (1) | For 2016 (Actual) (2) | For 2017 (Actual) (3) | For 2018 (Budget) (4) | Budget Year Estimated for 2019 (5)
--- | --- | --- | --- | ---
**EXPENDITURES**

### Security of Persons and Property

<table>
<thead>
<tr>
<th>Description</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>For 2018 (Budget)</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>17,465,341</td>
<td>18,295,731</td>
<td>19,693,993</td>
<td>20,283,043</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>1,410,968</td>
<td>1,425,418</td>
<td>1,608,131</td>
<td>1,618,210</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>479,167</td>
<td>432,620</td>
<td>822,765</td>
<td>875,368</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>609,582</td>
<td>590,851</td>
<td>699,072</td>
<td>634,236</td>
</tr>
<tr>
<td><strong>Total Security</strong></td>
<td>19,965,058</td>
<td>20,744,620</td>
<td>22,823,961</td>
<td>23,410,857</td>
</tr>
</tbody>
</table>

### Leisure Time Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>For 2018 (Budget)</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>481,259</td>
<td>459,630</td>
<td>523,597</td>
<td>540,286</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>352,805</td>
<td>367,339</td>
<td>399,347</td>
<td>406,170</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>17,567</td>
<td>20,753</td>
<td>23,200</td>
<td>23,432</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>29,681</td>
<td>53,875</td>
<td>25,674</td>
<td>41,489</td>
</tr>
<tr>
<td><strong>Total Leisure</strong></td>
<td>881,312</td>
<td>901,597</td>
<td>971,818</td>
<td>1,011,377</td>
</tr>
</tbody>
</table>

### Community Environment

<table>
<thead>
<tr>
<th>Description</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>For 2018 (Budget)</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>556,748</td>
<td>536,832</td>
<td>577,406</td>
<td>594,783</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>662,438</td>
<td>659,605</td>
<td>695,097</td>
<td>702,048</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>15,998</td>
<td>17,875</td>
<td>20,000</td>
<td>20,200</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Community</strong></td>
<td>1,235,184</td>
<td>1,214,312</td>
<td>1,292,503</td>
<td>1,317,031</td>
</tr>
</tbody>
</table>

### Transportation

<table>
<thead>
<tr>
<th>Description</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>For 2018 (Budget)</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>430,181</td>
<td>334,777</td>
<td>357,653</td>
<td>368,590</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>53,840</td>
<td>415,967</td>
<td>63,167</td>
<td>65,151</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>1,616</td>
<td>2,080</td>
<td>3,800</td>
<td>3,838</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>11,256</td>
<td>13,221</td>
<td>22,100</td>
<td>22,321</td>
</tr>
<tr>
<td><strong>Total Transportation</strong></td>
<td>496,893</td>
<td>766,045</td>
<td>446,720</td>
<td>459,900</td>
</tr>
</tbody>
</table>
## FUND NAME: GENERAL FUND
### FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for the General Fund Only

<table>
<thead>
<tr>
<th>DESCRIPTION (1)</th>
<th>For 2016 (Actual) (2)</th>
<th>For 2017 (Actual) (3)</th>
<th>For 2018 (Budget) (4)</th>
<th>Budget Year Estimated for 2019 (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services</td>
<td>2,615,820</td>
<td>2,837,000</td>
<td>3,229,185</td>
<td>3,319,153</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>1,994,582</td>
<td>2,124,430</td>
<td>2,544,066</td>
<td>2,569,823</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>80,765</td>
<td>77,066</td>
<td>103,914</td>
<td>104,953</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>79,856</td>
<td>150,952</td>
<td>286,698</td>
<td>231,824</td>
</tr>
<tr>
<td>Total General Government</td>
<td>4,771,023</td>
<td>5,189,448</td>
<td>6,163,863</td>
<td>6,225,753</td>
</tr>
<tr>
<td>Other Uses of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers Out</td>
<td>158,118</td>
<td>1,366,957</td>
<td>(425,230)</td>
<td>(119,407)</td>
</tr>
<tr>
<td>Advances</td>
<td>522,525</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Other Uses of Funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Other Uses of Funds</td>
<td>680,643</td>
<td>1,366,957</td>
<td>(425,230)</td>
<td>(119,407)</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>28,030,113</td>
<td>30,182,979</td>
<td>31,273,635</td>
<td>32,305,511</td>
</tr>
</tbody>
</table>

| Revenues over/(under) Expenditures | 348,378 | 1,242,619 | (450,909) | (1,601,992) |
| Beginning Unencumbered Balance | 4,157,062 | 4,505,440 | 4,863,525 | 4,412,616 |
| Ending Cash Fund Balance | 4,505,440 | 5,748,059 | 4,412,616 | 2,810,624 |
| Encumbrances (outstanding at year end) | - | (884,534) | - | - |
| Estimated Ending Unencumbered Fund Balance | 4,505,440 | 4,863,525 | 4,412,616 | 2,810,624 |
FUND NAME: CONSERVANCY
FUND TYPE/CLASSIFICATION: FIDUCIARY/AGENCY
EXHIBIT II

To be used for any fund receiving property tax revenue except the General Fund.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>Current Year Estimated for 2018</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Property Tax - Real Estate</td>
<td>74,964</td>
<td>75,839</td>
<td>74,702</td>
<td>76,309</td>
</tr>
<tr>
<td>Personal Property Tax</td>
<td>5</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>From General Fund</td>
<td>8,000</td>
<td>50,000</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Municipal Income Tax</td>
<td>34,000</td>
<td>34,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Local Taxes</td>
<td>108,968</td>
<td>117,839</td>
<td>124,702</td>
<td>116,309</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Rollback</td>
<td>5,625</td>
<td>10,472</td>
<td>5,632</td>
<td>5,633</td>
</tr>
<tr>
<td>Commercial Activities Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Advances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>5,625</td>
<td>10,472</td>
<td>5,632</td>
<td>5,633</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>114,593</td>
<td>128,311</td>
<td>130,334</td>
<td>121,942</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Butler County Collection Fees</td>
<td>1,321</td>
<td>1,029</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td>Total General Government</td>
<td>1,321</td>
<td>1,029</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Use of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax payment</td>
<td>123,349</td>
<td>123,349</td>
<td>123,349</td>
<td>123,349</td>
</tr>
<tr>
<td>Total Other Use of Funds</td>
<td>123,349</td>
<td>123,349</td>
<td>123,349</td>
<td>123,349</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>124,670</td>
<td>124,378</td>
<td>125,449</td>
<td>125,449</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues over/(under) Expenditures</td>
<td>(10,077)</td>
<td>3,933</td>
<td>4,885</td>
<td>(3,507)</td>
</tr>
<tr>
<td>Beginning Unencumbered Balance</td>
<td>12,282</td>
<td>2,205</td>
<td>6,138</td>
<td>11,023</td>
</tr>
<tr>
<td>Ending Cash Fund Balance</td>
<td>2,205</td>
<td>6,138</td>
<td>11,023</td>
<td>7,516</td>
</tr>
<tr>
<td>Est. Encumbrances (outstanding at year end)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Estimated Ending</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unencumbered Fund Balance</td>
<td>2,205</td>
<td>6,138</td>
<td>11,023</td>
<td>7,516</td>
</tr>
</tbody>
</table>
**DESCRIPTION**  

<table>
<thead>
<tr>
<th></th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>Current Year Estimated for 2018</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Property Tax - Real Estate</td>
<td>175,112</td>
<td>176,313</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Tangible Personal Property Tax</td>
<td>9</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Municipal Income Tax</td>
<td>1,149,211</td>
<td>1,081,000</td>
<td>890,000</td>
<td>890,000</td>
</tr>
<tr>
<td>Other Local Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Local Taxes</td>
<td>1,324,332</td>
<td>1,257,313</td>
<td>1,070,000</td>
<td>1,070,000</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Rollback</td>
<td>22,984</td>
<td>22,432</td>
<td>26,400</td>
<td>26,400</td>
</tr>
<tr>
<td>Commercial Activities Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>22,984</td>
<td>22,432</td>
<td>26,400</td>
<td>26,400</td>
</tr>
<tr>
<td>Loan from other fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>1,347,316</td>
<td>1,279,745</td>
<td>1,096,400</td>
<td>1,096,400</td>
</tr>
</tbody>
</table>

**EXPENDITURES**

|                        |                   |                   |                                |                               |
| General Government     |                   |                   |                                |                               |
| Contractual Services   |                   |                   |                                |                               |
| Butler County Collection Fees | 2,614           | 2,364             | 4,455                          | 4,500                         |
| Total General Government | 2,614            | 2,364             | 4,455                          | 4,500                         |
| Other Use of Funds     |                   |                   |                                |                               |
| Transfers-Out (Police Pension) | 1,319,256       | 1,081,000         | 1,135,019                      | 1,165,624                     |
| Total Other Use of Funds | 1,319,256       | 1,081,000         | 1,135,019                      | 1,165,624                     |
| TOTAL EXPENDITURES     | 1,321,870         | 1,083,364         | 1,139,474                      | 1,170,124                     |

**Revenues over/(under) Expenditures**  

|                        | 25,446            | 196,381           | (43,074)                       | (73,724)                      |
| Beginning Unencumbered Balance | 220,046          | 245,492           | 441,873                        | 398,799                       |
| Ending Cash Fund Balance | 245,492           | 441,873           | 398,799                        | 325,075                       |

**Est. Encumbrances (outstanding at year end)**  

|                        |                   |                   |                                |                               |

**Estimated Ending**

| Unencumbered Fund Balance | 245,492           | 441,873           | 398,799                        | 325,075                       |
FUND NAME: FIRE RELIEF & PENSION FUND  
FUND TYPE/CLASSIFICATION: GOVERNMENTAL/SPECIAL REVENUE

To be used for any fund receiving property tax revenue except the General Fund.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>Current Year Estimated for 2018</th>
<th>Budget Year Estimated for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Property Tax - Real Estate</td>
<td>175,112</td>
<td>176,313</td>
<td>186,465</td>
<td>186,465</td>
</tr>
<tr>
<td>Tangible Personal Property Tax</td>
<td>9</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Municipal Income Tax</td>
<td>1,238,266</td>
<td>1,259,612</td>
<td>1,095,000</td>
<td>1,140,000</td>
</tr>
<tr>
<td>Other Local Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Local Taxes</td>
<td>1,413,387</td>
<td>1,435,925</td>
<td>1,281,465</td>
<td>1,326,465</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Rollback</td>
<td>22,984</td>
<td>22,432</td>
<td>26,400</td>
<td>26,400</td>
</tr>
<tr>
<td>Commercial Activities Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>22,984</td>
<td>22,432</td>
<td>26,400</td>
<td>26,400</td>
</tr>
<tr>
<td>Loan from other Funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>1,436,371</td>
<td>1,458,357</td>
<td>1,307,865</td>
<td>1,352,865</td>
</tr>
</tbody>
</table>

EXPENDITURES

General Government

Contractual Services

Butler County Collection Fees | 2,614 | 2,364 | 4,455 | 4,500 |

Total General Government | 2,614 | 2,364 | 4,455 | 4,500 |

Other Use of Funds

Transfers-Out (Fire Pension) | 1,444,151 | 1,259,612 | 1,362,768 | 1,395,787 |

Total Other Use of Funds | 1,444,151 | 1,259,612 | 1,362,768 | 1,395,787 |

TOTAL EXPENDITURES | 1,446,765 | 1,261,976 | 1,367,223 | 1,400,287 |

Revenues over/(under) Expenditures | (10,394) | 196,381 | (59,358) | (47,422) |

Beginning Unencumbered Balance | 255,886 | 245,492 | 441,873 | 382,515 |

Ending Cash Fund Balance | 245,492 | 441,873 | 382,515 | 335,093 |

Est. Encumbrances (outstanding at year end) | - | - | - | - |

Estimated Ending

Unencumbered Fund Balance | 245,492 | 441,873 | 382,515 | 335,093 |
**FUND NAME: SENIOR CITIZENS LEVY**

**FUND TYPE/CLASSIFICATION: GOVERNMENTAL/SPECIAL REVENUE**

To be used for any fund receiving property tax revenue except the General Fund.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>Current Year Estimated for 2018 (4)</th>
<th>Budget Year Estimated for 2019 (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Property Tax - Real Estate</td>
<td>583,455</td>
<td>587,709</td>
<td>633,325</td>
<td>639,658</td>
</tr>
<tr>
<td>Personal Property Tax</td>
<td>30</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Municipal Income Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Local Taxes</td>
<td>583,485</td>
<td>587,709</td>
<td>633,325</td>
<td>639,658</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Rollback</td>
<td>76,843</td>
<td>75,229</td>
<td>88,825</td>
<td>89,713</td>
</tr>
<tr>
<td>Commercial Activities Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Advances</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>76,843</td>
<td>75,229</td>
<td>88,825</td>
<td>89,713</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>660,328</td>
<td>662,938</td>
<td>722,150</td>
<td>729,372</td>
</tr>
</tbody>
</table>

| **EXPENDITURES** |                   |                   |                                    |                                  |
| General Government |                   |                   |                                    |                                  |
| Contractual Services |                   |                   |                                    |                                  |
| Butler County Collection Fees | 8,261 | 7,881 | 15,150 | 15,302 |
| Total General Government | 8,261 | 7,881 | 15,150 | 15,302 |
| Other Use of Funds |                   |                   |                                    |                                  |
| To Senior Citizens Inc. | 651,779 | 655,345 | 707,000 | 714,070 |
| Total Other Use of Funds | 651,779 | 655,345 | 707,000 | 714,070 |
| **TOTAL EXPENDITURES** | 660,040 | 663,226 | 722,150 | 729,372 |

Revenues over/(under) Expenditures: 288

Beginning Unencumbered Balance: -

Ending Cash Fund Balance: 288

Estimated Ending Unencumbered Fund Balance: 288
FUND NAME: CAPITAL IMPROVEMENTS
FUND TYPE/CLASSIFICATION: GOVERNMENTAL/CAPITAL PROJECTS

To be used for any fund receiving property tax revenue except the General Fund.

### REVENUES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>For 2016 (Actual)</th>
<th>For 2017 (Actual)</th>
<th>Current Year Estimated for 2018 (4)</th>
<th>Budget Year Estimated for 2019 (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Property Tax - Real Estate</td>
<td>580,502</td>
<td>542,123</td>
<td>542,123</td>
<td>542,123</td>
</tr>
<tr>
<td>Tangible Personal Property Tax</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Municipal Income Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Local Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Local Taxes</td>
<td>580,509</td>
<td>542,123</td>
<td>542,123</td>
<td>542,123</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Rollback</td>
<td>42,068</td>
<td>70,559</td>
<td>70,559</td>
<td>70,559</td>
</tr>
<tr>
<td>Federal Grant Revenues</td>
<td>2,501,662</td>
<td>2,908,972</td>
<td>-</td>
<td>1,000,000</td>
</tr>
<tr>
<td>State Revenues</td>
<td>1,805,508</td>
<td>614,564</td>
<td>1,100,000</td>
<td></td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>4,349,238</td>
<td>3,594,094</td>
<td>1,170,559</td>
<td>1,070,559</td>
</tr>
<tr>
<td>Charge for Services</td>
<td>10,784</td>
<td>5,083</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>3,162</td>
<td>18,234</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>19,750</td>
<td>-</td>
<td>160,000</td>
<td>-</td>
</tr>
<tr>
<td>Sale of Bonds/Notes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers-In</td>
<td>350,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>5,313,443</td>
<td>4,159,534</td>
<td>1,887,682</td>
<td>1,627,682</td>
</tr>
</tbody>
</table>

### EXPENDITURES

| General Government                       |                  |                  |                                    |                                   |
| Contractual Services                    |                  |                  |                                    |                                   |
| Butler County Collection Fees            | 7,205            | 7,017            | -                                  | -                                 |
| Total General Government                 | 7,205            | 7,017            | -                                  | -                                 |
| Capital Outlay                           |                  |                  |                                    |                                   |
| Public Safety                            | -                | 127,467          | 145,000                            | 95,000                            |
| Public Health & Welfare                  | -                | -                | -                                  | -                                 |
| Leisure Time Activities                  | 29,229           | 22,159           | 230,000                            | 30,000                            |
| Community Environment                    | 60,737           | -                | -                                  | -                                 |
| Highways & Streets                       | 6,282,137        | 3,385,476        | 1,425,000                          | 1,500,000                         |
| General Government                       |                  |                  |                                    |                                   |
| Miscellaneous                            | 24,027           | 23,611           | 30,000                             | 30,000                            |
| Total Capital Outlay                     | 6,396,130        | 3,558,713        | 1,830,000                          | 1,655,000                         |

### TOTAL EXPENDITURES

|                     | 6,403,335        | 3,565,730        | 1,830,000                          | 1,655,000                         |

| Revenues over/(under) Expenditures       | (1,089,892)      | 593,804          | 57,682                             | (27,318)                          |
| Beginning Unencumbered Balance           | 1,576,759        | 486,867          | (2,338,519)                        | (2,280,837)                       |
| Ending Cash Fund Balance                 | 486,867          | 1,080,671        | (2,280,837)                        | (2,308,155)                       |

| Est. Encumbrances (outstanding at year end) | -                | (3,419,190)      | -                                  | -                                 |

<p>| Estimated Ending                         |                  |                  |                                    |                                   |
| Unencumbered Fund Balance                | 486,867          | (2,338,519)      | (2,280,837)                        | (2,308,155)                       |</p>
<table>
<thead>
<tr>
<th>FUND #</th>
<th>Fund Name</th>
<th>Estimated Unencumbered Fund Balance 1/1/19</th>
<th>Budget Year Estimated Receipt</th>
<th>Total Available For Expenditures</th>
<th>Budget Year Expenditures and Encumbrances</th>
<th>Estimated Unencumbered Fund Balance 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENTAL/GENERAL FUND:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,412,616</td>
<td>30,703,519</td>
<td>35,116,135</td>
<td>25,105,855</td>
<td>7,199,656</td>
</tr>
<tr>
<td>GOVERNMENTAL/SPECIAL REVENUE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200</td>
<td>Public Safety Levy Fund</td>
<td>6,395</td>
<td>3,300,166</td>
<td>3,306,561</td>
<td>-</td>
<td>3,301,000</td>
</tr>
<tr>
<td>210</td>
<td>Auto &amp; Gas Tax</td>
<td>738,673</td>
<td>3,230,565</td>
<td>3,969,238</td>
<td>1,375,044</td>
<td>2,100,227</td>
</tr>
<tr>
<td>215</td>
<td>Miami Conservancy</td>
<td>11,023</td>
<td>121,942</td>
<td>132,965</td>
<td>-</td>
<td>125,449</td>
</tr>
<tr>
<td>225</td>
<td>Acquisition for Parks</td>
<td>151,947</td>
<td>-</td>
<td>151,947</td>
<td>-</td>
<td>65,000</td>
</tr>
<tr>
<td>228</td>
<td>Health Fund</td>
<td>119,913</td>
<td>472,370</td>
<td>592,283</td>
<td>486,128</td>
<td>68,188</td>
</tr>
<tr>
<td>229</td>
<td>Emergency Medical Services Fund</td>
<td>22,575</td>
<td>-</td>
<td>23,075</td>
<td>-</td>
<td>15,000</td>
</tr>
<tr>
<td>230</td>
<td>City Income Tax Fund</td>
<td>365,314</td>
<td>19,995,910</td>
<td>20,361,224</td>
<td>590,411</td>
<td>19,732,339</td>
</tr>
<tr>
<td>238</td>
<td>Court Computerization Fund</td>
<td>25,223</td>
<td>1,000</td>
<td>26,223</td>
<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>240</td>
<td>Law Enforcement Fund</td>
<td>64,934</td>
<td>75,000</td>
<td>139,934</td>
<td>-</td>
<td>110,000</td>
</tr>
<tr>
<td>242</td>
<td>Mandatory Drug Fine Fund</td>
<td>160,490</td>
<td>80,000</td>
<td>240,490</td>
<td>18,743</td>
<td>105,000</td>
</tr>
<tr>
<td>245</td>
<td>Probation Services Fund</td>
<td>165,985</td>
<td>102,903</td>
<td>268,888</td>
<td>101,060</td>
<td>58,075</td>
</tr>
<tr>
<td>246</td>
<td>Termination Pay Fund</td>
<td>291,249</td>
<td>500,000</td>
<td>791,249</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td>247</td>
<td>Indigent Driver Alcohol Treatment</td>
<td>25,000</td>
<td>10,000</td>
<td>35,000</td>
<td>-</td>
<td>20,000</td>
</tr>
<tr>
<td>248</td>
<td>Enforcement Education Fund</td>
<td>15,238</td>
<td>2,815</td>
<td>18,053</td>
<td>-</td>
<td>4,900</td>
</tr>
<tr>
<td>249</td>
<td>Civic Development Fund</td>
<td>143,535</td>
<td>379,773</td>
<td>523,308</td>
<td>-</td>
<td>389,887</td>
</tr>
<tr>
<td>250</td>
<td>Municipal Court Fund</td>
<td>74,847</td>
<td>1,788,357</td>
<td>1,863,204</td>
<td>1,631,691</td>
<td>182,009</td>
</tr>
<tr>
<td>251</td>
<td>Police Grant Fund</td>
<td>78,552</td>
<td>95,000</td>
<td>173,552</td>
<td>66,000</td>
<td>75,000</td>
</tr>
<tr>
<td>252</td>
<td>Court IDIAM Fund</td>
<td>45,000</td>
<td>6,600</td>
<td>51,600</td>
<td>-</td>
<td>35,000</td>
</tr>
<tr>
<td>253</td>
<td>Court Special Projects Fund</td>
<td>376,588</td>
<td>140,000</td>
<td>516,588</td>
<td>-</td>
<td>200,000</td>
</tr>
<tr>
<td>254</td>
<td>HOME Program Fund</td>
<td>8,100</td>
<td>300,000</td>
<td>308,100</td>
<td>-</td>
<td>300,000</td>
</tr>
<tr>
<td>258</td>
<td>Neighborhood Stabilization Program</td>
<td>200,000</td>
<td>360,000</td>
<td>560,000</td>
<td>-</td>
<td>360,000</td>
</tr>
<tr>
<td>260</td>
<td>Nuisance Abatement Fund</td>
<td>7,500</td>
<td>240,000</td>
<td>247,500</td>
<td>-</td>
<td>230,000</td>
</tr>
<tr>
<td>262</td>
<td>Senior Citizens Services</td>
<td>-</td>
<td>729,372</td>
<td>729,372</td>
<td>-</td>
<td>729,372</td>
</tr>
<tr>
<td>429</td>
<td>Community Development Block Grant Fund</td>
<td>35,000</td>
<td>900,000</td>
<td>935,000</td>
<td>-</td>
<td>900,000</td>
</tr>
<tr>
<td>725</td>
<td>Police Relief &amp; Pension Fund</td>
<td>398,799</td>
<td>1,096,400</td>
<td>1,495,199</td>
<td>-</td>
<td>1,170,124</td>
</tr>
<tr>
<td>726</td>
<td>Fire Relief &amp; Pension Fund</td>
<td>382,515</td>
<td>1,352,865</td>
<td>1,735,380</td>
<td>-</td>
<td>1,400,287</td>
</tr>
<tr>
<td>TOTAL SPECIAL REVENUE FUNDS</td>
<td></td>
<td>3,929,375</td>
<td>35,286,538</td>
<td>39,215,913</td>
<td>4,269,077</td>
<td>32,206,857</td>
</tr>
</tbody>
</table>
## EXHIBIT III

### Budget Year Expenditures and Encumbrances

<table>
<thead>
<tr>
<th>FUND</th>
<th>FUND #</th>
<th>Estimated Unencumbered Fund Balance 1/1/19</th>
<th>Budget Year Estimated Receipt</th>
<th>Total Available For Expenditures</th>
<th>Budget Year Expenditures and Encumbrances</th>
<th>Estimated Unencumbered Balance 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal Services</td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-------------------</td>
<td>-------</td>
</tr>
<tr>
<td>DEBT SERVICE FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>396,000</td>
<td>2,435,594</td>
</tr>
<tr>
<td>General Obligation Bond Retirement Fund</td>
<td>305</td>
<td>169,376</td>
<td>2,266,218</td>
<td>2,435,594</td>
<td>-</td>
<td>2,245,531</td>
</tr>
<tr>
<td>Special Assessment Bond Retirement Fund</td>
<td>325</td>
<td>328,000</td>
<td>306,000</td>
<td>634,000</td>
<td>-</td>
<td>315,000</td>
</tr>
<tr>
<td>East End/Towne Blvd Tax Increment District Fund</td>
<td>340</td>
<td>122,919</td>
<td>315,000</td>
<td>437,919</td>
<td>-</td>
<td>425,000</td>
</tr>
<tr>
<td>Downtown Tax Increment District Fund</td>
<td>345</td>
<td>14,447</td>
<td>10,700</td>
<td>25,147</td>
<td>-</td>
<td>11,295</td>
</tr>
<tr>
<td>Aeronca Tax Increment District Fund</td>
<td>350</td>
<td>4,350</td>
<td>250</td>
<td>4,600</td>
<td>-</td>
<td>36</td>
</tr>
<tr>
<td>Airport/Riverfront Tax Increment District Fund</td>
<td>355</td>
<td>9,269</td>
<td>595</td>
<td>9,864</td>
<td>-</td>
<td>35</td>
</tr>
<tr>
<td>N Miller Rd Tax Increment District Fund</td>
<td>360</td>
<td>85,000</td>
<td>9,200</td>
<td>94,200</td>
<td>-</td>
<td>300</td>
</tr>
<tr>
<td>Towne Mall/Hospital Tax Increment District Fund</td>
<td>370</td>
<td>75,000</td>
<td>500,000</td>
<td>575,000</td>
<td>-</td>
<td>565,000</td>
</tr>
<tr>
<td>Renaissance North Tax Increment District Fund</td>
<td>371</td>
<td>102,000</td>
<td>212,000</td>
<td>314,000</td>
<td>-</td>
<td>225,000</td>
</tr>
<tr>
<td>Renaissance South Tax Increment District Fund</td>
<td>372</td>
<td>110,000</td>
<td>105,600</td>
<td>215,600</td>
<td>-</td>
<td>165,000</td>
</tr>
<tr>
<td>Manchester Rd Tax Increment District Fund</td>
<td>374</td>
<td>378</td>
<td>-</td>
<td>378</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Made Industrial Park Tax Increment District Fund</td>
<td>376</td>
<td>1,284</td>
<td>432</td>
<td>1,716</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>Greentree Industrial Park Tax Increment District Fund</td>
<td>375</td>
<td>280,000</td>
<td>50,000</td>
<td>330,000</td>
<td>-</td>
<td>76,000</td>
</tr>
<tr>
<td>S Yankee Rd Tax Increment District Fund</td>
<td>377</td>
<td>23,050</td>
<td>265</td>
<td>23,315</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL DEBT SERVICE FUNDS</td>
<td></td>
<td>1,325,073</td>
<td>3,776,260</td>
<td>5,101,333</td>
<td>-</td>
<td>4,028,237</td>
</tr>
</tbody>
</table>

12
<table>
<thead>
<tr>
<th>FUND #</th>
<th>FUND NAME</th>
<th>Estimated Unencumbered Fund Balance 1/1/19</th>
<th>Budget Year Estimated Receipt</th>
<th>Total Available For Expenditures</th>
<th>Personal Services</th>
<th>Other</th>
<th>Total</th>
<th>Estimated Unencumbered Balance 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
<td>Capital Improvement Fund</td>
<td>(2,280,837)</td>
<td>1,627,682</td>
<td>(653,155)</td>
<td>-</td>
<td>1,655,000</td>
<td>1,655,000</td>
<td>(2,308,155)</td>
</tr>
<tr>
<td>480</td>
<td>East End Development Fund</td>
<td>123,500</td>
<td>-</td>
<td>123,500</td>
<td>-</td>
<td>50,000</td>
<td>50,000</td>
<td>73,500</td>
</tr>
<tr>
<td>481</td>
<td>Downtown Improvements Fund</td>
<td>60,091</td>
<td>193,568</td>
<td>253,659</td>
<td>-</td>
<td>245,053</td>
<td>245,053</td>
<td>8,606</td>
</tr>
<tr>
<td>492</td>
<td>Airport Improvement Fund</td>
<td>91,207</td>
<td>170,004</td>
<td>261,211</td>
<td>-</td>
<td>150,000</td>
<td>150,000</td>
<td>111,211</td>
</tr>
<tr>
<td>494</td>
<td>Water Capital Reserve</td>
<td>1,655,262</td>
<td>2,471,274</td>
<td>4,126,536</td>
<td>-</td>
<td>2,310,000</td>
<td>2,310,000</td>
<td>1,816,536</td>
</tr>
<tr>
<td>415</td>
<td>Storm Water Capital Reserve Fund</td>
<td>549,805</td>
<td>966,551</td>
<td>1,516,356</td>
<td>-</td>
<td>700,000</td>
<td>700,000</td>
<td>816,356</td>
</tr>
<tr>
<td>495</td>
<td>Sewer Capital Reserve Fund</td>
<td>4,969,584</td>
<td>7,011,023</td>
<td>11,980,607</td>
<td>-</td>
<td>3,000,000</td>
<td>3,000,000</td>
<td>8,980,607</td>
</tr>
<tr>
<td>498</td>
<td>Computer Replacement Fund</td>
<td>1,256,501</td>
<td>304,077</td>
<td>1,560,578</td>
<td>-</td>
<td>475,000</td>
<td>475,000</td>
<td>1,085,578</td>
</tr>
<tr>
<td>499</td>
<td>Property Development</td>
<td>86,413</td>
<td>160,000</td>
<td>246,413</td>
<td>-</td>
<td>230,882</td>
<td>230,882</td>
<td>15,531</td>
</tr>
<tr>
<td>485</td>
<td>Economic Development Bond Service</td>
<td>480,000</td>
<td>155,593</td>
<td>635,593</td>
<td>-</td>
<td>184,116</td>
<td>184,116</td>
<td>451,477</td>
</tr>
<tr>
<td>876</td>
<td>Main Street Improvements</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>876</td>
<td>Sewer Connection Program</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL FUNDS</strong></td>
<td><strong>9,272,363</strong></td>
<td><strong>11,432,090</strong></td>
<td><strong>20,704,453</strong></td>
<td><strong>-</strong></td>
<td><strong>7,345,051</strong></td>
<td><strong>7,345,051</strong></td>
<td><strong>13,359,402</strong></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT III

### Budget Year Expenditures and Encumbrances

<table>
<thead>
<tr>
<th>FUND</th>
<th>FUND #</th>
<th>Estimated Unencumbered Fund Balance 1/1/19</th>
<th>Budget Year Estimated Receipt</th>
<th>Total Available For Expenditures</th>
<th>Budget Year Expenditures and Encumbrances</th>
<th>Estimated Unencumbered Balance 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proprietary:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Enterprise Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Fund</td>
<td>510</td>
<td>1,391,500</td>
<td>8,978,271</td>
<td>10,369,771</td>
<td>2,604,552</td>
<td>6,300,621</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>520</td>
<td>3,319,978</td>
<td>12,876,607</td>
<td>16,196,585</td>
<td>3,083,221</td>
<td>10,461,290</td>
</tr>
<tr>
<td>Airport Fund</td>
<td>525</td>
<td>4,989</td>
<td>382,408</td>
<td>387,397</td>
<td>-</td>
<td>382,349</td>
</tr>
<tr>
<td>Transit Fund</td>
<td>530</td>
<td>61,294</td>
<td>2,069,389</td>
<td>2,130,683</td>
<td>522,197</td>
<td>1,417,988</td>
</tr>
<tr>
<td>Storm Water Fund</td>
<td>515</td>
<td>426,631</td>
<td>2,076,819</td>
<td>2,503,450</td>
<td>675,773</td>
<td>1,403,424</td>
</tr>
<tr>
<td>Wellfield Protection Fund</td>
<td>546</td>
<td>786,497</td>
<td>273,365</td>
<td>1,059,862</td>
<td>-</td>
<td>539,825</td>
</tr>
<tr>
<td>Solid Waste Disposal Fund</td>
<td>555</td>
<td>114,749</td>
<td>3,294,210</td>
<td>3,408,959</td>
<td>33,617</td>
<td>3,315,022</td>
</tr>
<tr>
<td><strong>Total Enterprise Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Internal Service Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Garage Fund</td>
<td>605</td>
<td>5,178,773</td>
<td>3,299,108</td>
<td>8,477,881</td>
<td>545,111</td>
<td>3,737,677</td>
</tr>
<tr>
<td>Employee Benefits Fund</td>
<td>661</td>
<td>204,434</td>
<td>6,430,019</td>
<td>6,634,453</td>
<td>-</td>
<td>6,370,981</td>
</tr>
<tr>
<td><strong>Total Internal Service Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fiduciary:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trust and Agency Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CD Escrow Fund</td>
<td>736</td>
<td>81,000</td>
<td>65,000</td>
<td>146,000</td>
<td>-</td>
<td>65,000</td>
</tr>
<tr>
<td>Joint Economic Development I</td>
<td>757</td>
<td>-</td>
<td>85,000</td>
<td>85,000</td>
<td>-</td>
<td>85,000</td>
</tr>
<tr>
<td><strong>Total Trust &amp; Agency Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
- List all funds individually unless reported on Exhibit I or II.
- Estimated Unencumbered Fund Balance 1/1/19
- Budget Year Estimated Receipt
- Total Available For Expenditures
- Budget Year Expenditures and Encumbrances
- Estimated Unencumbered Fund Balance 12/31/19
STATEMENT OF PERMANENT IMPROVEMENTS  
(Do Not Include Expense to be Paid from Bond Issues)  
(Section 5705.29. Revised Code)  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Estimated Cost of Permanent Improvement</th>
<th>Amount to be Budgeted During Current Year</th>
<th>Name of Paying Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For the year being budgeted, list each contemplated disbursement for permanent improvements, exclusive of any expense to be paid from bond issues, by the fund from which the expenditures are to be made. Examples for describing the permanent improvements are: window replacement, vehicle purchase, furnishing offices, appliances for fire department kitchen.
### STATEMENT OF AMOUNTS REQUIRED FOR PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29. Revised Code)

<table>
<thead>
<tr>
<th>DESCRIPTION OF JUDGEMENT</th>
<th>AMOUNT OF JUDGEMENT</th>
<th>FUND PAYING JUDGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible on City's liability policies</td>
<td>$ 50,000.00</td>
<td>General Fund</td>
</tr>
</tbody>
</table>

**TOTAL**

$ 50,000.00

List the amounts required for the payment of each judgement expected to be paid during the year being budgeted.
## OUTSTANDING BONDS AND NOTES

### EXHIBIT VI

<table>
<thead>
<tr>
<th>PURPOSE OF BONDS AND NOTES</th>
<th>Authority for Levy Outside 10 Mill Limit*</th>
<th>Date of Issue</th>
<th>Date Due</th>
<th>Ordinance or Resolution</th>
<th>Serial or Term</th>
<th>Rate of Interest</th>
<th>Amounts of Bonds and Notes Outstanding Standing at Beginning of Budgeted Year Jan 1, 2019</th>
<th>Amount Required for Principal and Interest 1/1/19 to 12/31/19</th>
<th>Amount Receivable from Other Sources to Meet Debt Payments 1/1/19 to 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payable from Bond Retirement Funds: INSIDE 10 MILL LIMIT</td>
<td>X X X X X X XXXXXXX XXXXXXX</td>
<td>X X X X</td>
<td>X X X X X X X X X X X X X X</td>
<td>16,706,572</td>
<td>3,185,226</td>
<td>3,185,226</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AK Research Facility Property</td>
<td>3/22/15</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.50</td>
<td>1,830,000</td>
<td>155,593</td>
<td>155,593</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bender Tract</td>
<td>3/22/15</td>
<td>12/1/19</td>
<td>Serial</td>
<td>2.46</td>
<td>1,775,000</td>
<td>190,053</td>
<td>190,053</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court of Appeals</td>
<td>6/1/03</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.63</td>
<td>1,244,250</td>
<td>274,385</td>
<td>274,385</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Centre Mall (Downtown)</td>
<td>3/6/08</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.50</td>
<td>801,572</td>
<td>831,631</td>
<td>831,631</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greentree Health Science Academy</td>
<td>10/22/10</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.95</td>
<td>3,760,000</td>
<td>460,993</td>
<td>460,993</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRH Land Bonds</td>
<td>1/8/04</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.50</td>
<td>1,725,750</td>
<td>387,116</td>
<td>387,116</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Downtown Parking Facility</td>
<td>10/28/10</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.00</td>
<td>295,000</td>
<td>104,100</td>
<td>104,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SR 122/I-75 Interchange</td>
<td>3/31/09</td>
<td>12/1/19</td>
<td>Serial</td>
<td>3.63</td>
<td>4,075,000</td>
<td>484,829</td>
<td>484,829</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SR 122/I-75/Towne Blvd.</td>
<td>5/19/05</td>
<td>12/1/19</td>
<td>Serial</td>
<td>4.25</td>
<td>340,000</td>
<td>59,983</td>
<td>59,983</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towne Blvd Extension</td>
<td>5/19/05</td>
<td>12/1/19</td>
<td>Serial</td>
<td>4.25</td>
<td>860,000</td>
<td>236,544</td>
<td>236,544</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16,706,572</td>
<td>3,185,226</td>
<td>3,185,226</td>
</tr>
<tr>
<td>OUTSIDE 10 MILL LIMIT:</td>
<td>X X X X X X XXXXXXX XXXXXXX</td>
<td>X X X X</td>
<td>X X X X X X X X X X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the levy is outside the 10 mill limit by vote enter the words "by vote" and the date of the election.
If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.
OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Butler County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Middletown for the BUDGET YEAR beginning January 1, 2019.

<table>
<thead>
<tr>
<th>FUND</th>
<th>Estimated Unencumbered Balance January 1, 2018</th>
<th>Real Estate Property Tax</th>
<th>Personal Property Tax</th>
<th>Local Government Money</th>
<th>Rollback, Homestead Personal Property Tax Exemption</th>
<th>Other Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENTAL FUND TYPE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Revenue Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Project Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Assessment Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPRIETARY FUND TYPE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIDUCIARY FUND TYPE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trust and Agency Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Budget commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date__________________________, 20____

________________________________________  __________________________
Budget Commission
CITIZEN COMMENTS, GUESTS, ORGANIZATION'S REPORT
CITY MANAGER REPORTS
CONSENT
AGENDA
At 5:30 p.m., Mayor Mulligan called the City Council meeting to order in Council Chambers, Lower Level of the City Building.

**ROLL CALL**

City Council Members present: A. Vitori, S. Bohannon, J. Mulligan, T. Moon, L. Mulligan.

Staff Present: Nadine Begley, Sarah Fox, Amy Schenck, Ashley Combs, Jennifer Ekey, Les Landen.

**CITIZEN COMMENTS, GUESTS, ORGANIZATIONS' REPORTS**

Mayor Mulligan welcomed Julie Joyce Smith, Butler County Auditor’s Office, to the podium. Ms. Smith provided information about the Board of Revision and reported that no new credit card skimmers had been found in Butler County since October 2017. She reported that the County-wide physical reappraisal started in April. The appraisers will be taking photos of homes from clearly-marked County Auditor vehicles. She encouraged residents and City leaders to contact their State Representatives and ask them to support fuel quality testing.

Dora Bronston, 4817 Earl Avenue, expressed her support for public safety and stated that Middletown’s Chiefs are strong and transparent. They are active in community events, such as Coffee with a Cop, National Night Out, Citizens Advisory Board, the Derrico Easter Egg Hunt, and the Opioid Summits. The departments work well with the NAACP, and the canine officer training is impeccable. They have developed effective task forces and have partnered well with other departments and organizations. If it’s not broke, don’t fix it.

Jason Wargo, FOP #36, stated that the police union opposes any change to the Charter with regard to the hiring of outside police and fire chiefs. Chief Muterspaw has set high benchmarks and the department is strong.

Ross Green, Local #336, stated that the fire union opposes the Charter changes to hiring outside chiefs. He stated that the public safety department members are dedicated to the City and its residents and employees. It’s so much more than a job. He stated that West Chester just conducted a nationwide search for a chief and ended up hiring one of their own. The Middletown process is proven and it works. Don’t fix something that’s not broken.

Wanda Glover, 1106 Calumet, encouraged everyone to come out to the Second Ward Community Council’s Multi-Cultural Festival on Saturday, June 9th from 10 a.m. to 7 p.m. The festival will feature a parade, health fair, live entertainment, food and family fun. She thanked the Mayor and Vice Mayor for their support. She stated that she had been a member of the Charter Review Committee in the past and was disappointed in the reduction of the number of members. She expressed her support for police and fire and stated that they work well with the community. She asked if the housing meetings are closed to the public and stated that she wants to be involved.

City Manager Adkins welcomed Charter Review Committee Chairman Joe Newlin to the podium. Mr. Newlin explained that many of the recommendations from the committee were to clean up language and to streamline City processes. He explained that the committee unanimously approved a recommendation to remove the Chiefs of the Divisions of Fire and Police from the classified service and place them in the unclassified service. This would allow the City a larger pool of applicants, both internal and external candidates, to choose from. The Committee agreed that the procedure to incorporate outside candidates into the selection process should be left in the hands of administration and City Council. There was some discussion about the Committee developing a specific procedure, but the CRC decided this was best done by the testing professionals in the city administration. The Committee does recommend that in developing that process, the Chiefs should not select the members of the assessment test teams. He explained that the committee discussed a proposal to include a mandatory allocation of annual income tax proceeds to capital improvements, specifically road improvements. While the committee did not recommend that an amendment implementing this proposal be placed on the ballot; this proposal was the subject of significant discussion. The issue was flexibility versus commitment to street improvements. The committee became aware of a specific administrative plan to begin comprehensive street improvements within the next three to four years. The committee is recommending that the plan outlined by the City Manager be pursued and that City Council take deliberate action to show commitment to the plan. The Committee sees street improvements as a critical issue in the community and recommends specific action to address it. It is concerned that the failure to do so could lead to a stronger movement to place some mandatory spending commitment in the Charter, thereby limiting the flexibility of future City Councils and city administrations.
CONSENT AGENDA

Approve the City Council Minutes: May 15, 2018

Receive & File Board of Commission Minutes:
Park Board- April 9, 2018
Board of Health- April 10, 2018
Middletown Visitors Bureau- April 16, 2018

Confirm the Personnel Appointments of:
Aaron Adkins- Animal Control Officer, Public Safety, Police
Audrey Morris- Secretary III, Public Works and Utilities, Water Treatment

Confirm the Board & Commission Resignation of:
Scott Tucker from the Building and Housing Appeals Board

Confirm the Board & Commission Appointments of:
Sheri Howard to the Middletown Visitors Bureau

To Purchase Three ¾ Ton Pickup Trucks from Beau Townsend Ford, Vandalia, Ohio, in the amount of $84,190.50 ($28,063.50/truck).

Mr. Bohannon moved to approve the issues and actions listed on the Consent Agenda. Ms. Vitori seconded. Motion carried. Ayes: Mr. Bohannon, Mr. Moon, Mr. J. Mulligan, Mr. L. Mulligan, Ms. Vitori.

MOTION AGENDA

Sale of City-owned vacant lot located at 302 Charles Street. Parcel number: Q6532026000041. James and Heather Rudie own the property next door at 306 Charles Street and wish to purchase this lot to extend their yard. Sale price $500.

Mr. Bohannon moved to approve the sale of City-owned vacant lot located at 302 Charles Street, parcel number: Q653202600004 for $500. Mr. J. Mulligan seconded. Motion carried. Ayes: Mr. Moon, Mr. J. Mulligan, Mr. L. Mulligan, Mr. Bohannon, Ms. Vitori.

Sale of City-owned vacant lots located at 1109 Hughes Street. Parcel numbers: Q6511020000020 & Q6511020000045. Ova W Conley and Karen Conley own the property next door at 1111 Hughes Street and wish to purchase these lots to extend their yard. Typically we sell these for $500 per parcel. However, one of these parcels is very narrow and virtually unusable. Sale price for both lots is $500 total.

Mr. Bohannon moved to approve the sale of City-owned vacant lots located at 1109 Hughes Street, parcel numbers: Q6511020000020 & Q6511020000045 for $500 total. Mr. J. Mulligan seconded. Motion carried. Ayes: Mr. J. Mulligan, Mr. L. Mulligan, Ms. Vitori, Mr. Bohannon, Mr. Moon.

Sale of City-owned vacant lot located at 1508 Taylor Avenue. Parcel number: Q6542039000005. Robert Robinson owns the property next door at 1510 Taylor Avenue and wishes to purchase this lot to extend his yard. Sale price $500.

Mr. Bohannon moved to approve the sale of City-owned vacant lot located at 1508 Taylor Avenue, parcel number: Q6542039000005 for $500. Mr. J. Mulligan seconded. Motion carried. Ayes: Mr. L. Mulligan, Ms. Vitori, Mr. Bohannon, Mr. Moon, Mr. J. Mulligan.

Sale of City-owned vacant lot located at 3105 Morgan Street. Parcel number: Q6542118000063. Carol Joseph owns the property next door at 3103 Morgan Street and wishes to purchase this lot to extend her yard. Sale price $500.

Mr. Bohannon moved to approve the sale of City-owned vacant lot located at 3105 Morgan Street, parcel number: Q6542118000063 for $500. Mr. J. Mulligan seconded. Motion carried. Ayes: Ms. Vitori, Mr. Bohannon, Mr. Moon, Mr. J. Mulligan, Mr. L. Mulligan.

Sale of City-owned lot located at 3316 Tytus Avenue to Metropolitans of Middletown, LLC. for $26,000.

Mr. Bohannon moved to approve the sale of City-owned lot located at 3316 Tytus to Metropolitans of Middletown, LLC. for $26,000. Mr. Moon seconded. Motion carried. Ayes: Mr. Bohannon, Mr. Moon, Mr. J. Mulligan, Mr. L. Mulligan, Ms. Vitori.

Sale of City-owned vacant lot located at 423 Yankee Road. Parcel number: Q6521021000013. Tim Bailey owns the property next door at 421 Yankee Road and wishes to purchase this lot to extend his yard. He would like to acquire the property through the mow to own program. He would be responsible for maintaining the lot for one (1) year. If there are no violations within that year, the City will deed him the lot at that time.

Mr. Bohannon moved to approve the sale of City-owned vacant lot located at 423 Yankee Road, parcel number: Q6521021000013 through the mow to own program. Mr. J. Mulligan seconded. Motion carried. Ayes: Mr. Moon, Mr. J. Mulligan, Mr. L. Mulligan, Mr. Bohannon, Ms. Vitori.
Mr. Moon suggested that the City pause on the sale of these City-owned vacant lots until after the housing study is complete and the housing plan is established.

To purchase Sewer Inspection Camera Equipment and Ford E-450 Chassis from Jack Doheny Companies, Inc., of Northville, MI, in the total amount of $242,500.

Mr. Bohannon moved to approve the purchase Sewer Inspection Camera Equipment and Ford E-450 Chassis from Jack Doheny Companies, Inc., of Northville, MI, in the total amount of $242,500. Ms. Vitori seconded. Motion carried. Ayes: Mr. J. Mulligan, Mr. L. Mulligan, Ms. Vitori, Mr. Bohannon, Mr. Moon.

Mr. J. Mulligan thanked the members of the Charter Review Committee for their thoughts and input on the Charter recommendations. He expressed his appreciation to the Fraternal Order of Eagles for hosting the Police Memorial Dinner.

Mr. T. Moon expressed his appreciation to the members of the Charter Review Committee for their time and effort. He thanked Scott and Jeri Lewis for their work on the Memorial Day Parade.

Mr. L. Mulligan stated that the housing committee meetings are streamed on the website. He encouraged everyone to attend the upcoming Multi-Cultural Festival, and the Fenwick Festival. He wished all of the fathers and Happy Father's Day.

Mr. Moon moved to suspend the Charter provision that requires reading on two separate days and to declare Ordinance No. O2018-22 an emergency measures to be read one time only. Mr. Bohannon seconded. Motion carried. Ayes: Mr. L. Mulligan, Ms. Vitori, Mr. Bohannon, Mr. Moon, Mr. J. Mulligan.

Ordinance No. O2018-20, an ordinance amending Sections 624.02 (Trafficking in Controlled Substances; Gift of Marihuana), 624.03 (Drug Abuse) and 624.16 (Possession, Manufacture and Sale of Drug Paraphernalia) of the Codified Ordinances was read for the second time.

Ordinance No. O2018-21, an ordinance changing the zoning classification for various parcels located on Central Avenue from B-1 (Neighborhood Business District) to B-2 (Community Business District) was read for the second time.

Ordinance No. O2018-22, an ordinance establishing a procedure for and authorizing a contract with Clean Harbors Environmental Services, Inc. for the clean-up of a lime spill at the Water Treatment Plant and declaring an emergency.

Ordinance No. O2018-23, an ordinance authorizing an agreement with Grove Street PSH, LLC and/or Hope House Rescue Mission to waive permit fees and impact fees for the redevelopment of 1001 Grove Street, and declaring an emergency was read with no action requested until June 19, 2018.

Ordinance No. O2018-24, an ordinance modifying the Designated Outdoor Refreshment Area, establishing requirements to ensure public health and safety within such area and declaring an emergency was read with no action requested until June 19, 2018.

Ordinance No. O2018-25, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article I, Sections 1 and 3 and Article II, Sections 2 and 3 of the Charter of the City pertaining to the structure and composition of City Council was read for the first time.
Mr. Landen explained that the language changes provide a simpler description of the composition and election of City Council. These amendments do not change the make-up or operation of City Council.

Ordinance No. O2018-26, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article II, Section 11 of the Charter of the City requiring a copy of the annual report of the City to be on file at the City library was read for the first time.

Mr. Landen explained that this change moves the City from a purely “paper” world to “paperless” options. If a citizen does not own an electronic device, he/she can obtain the report by contacting the Clerk of City Council.

Ordinance No. O2018-27, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 3 of the Charter of the City pertaining to the appointment of City employees was read for the first time.

Mr. Landen explained that this proposal will eliminate the requirement that all employee appointments by the City Manager be subject to the consent of City Council. The City Manager is the chief administrative officer and the head of the administrative branch of the City government and should hire and fire City employees.

Ordinance No. O2018-28, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 8 of the Charter of the City pertaining to the power of City Council to delegate to the City Manager the ability to change the organizational structure of the City administration was read for the first time.

Mr. Landen explained that City Council is required to maintain an administrative code by ordinance, which establishes departments and their responsibilities. In reality, every City Manager develops a structure consistent with his/her administration of the organization. The result is frequently an organizational structure that is not wholly consistent with the adopted administrative code. Further, the 1949 Charter rewrite was designed to create a business model for the City, under the direction of a chief administrative officer (CAO), the City Manager. The present Charter language is not consistent with this model. The City Manager should be responsible for the organizational structure as part of his/her administrative function. The proposed change, while giving City Council the ultimate control of organizational structure, allows it to delegate authority to the City Manager as the CAO.

Ordinance No. O2018-29, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article III, Section 8 of the Charter of the City pertaining to placing the Chiefs of the Divisions of Fire and Police in the unclassified service was read for the first time.

Mr. Landen explained that the present Charter language requires that the Chiefs of the Divisions of Police and Fire be included in the classified service and the present system does not permit outside candidates to be considered. Every other department head in the City is unclassified. New chiefs must be hired through a promotional process, which typically assures the chiefs will be hired from internal candidates. The Committee believes this is not always in the best interest of the City. The Committee holds no prejudice against internal candidates, and believes that an internal candidate should be preferred if he/she is equally or better qualified. The committee believes that outside candidates should be considered in order to assure that the citizens of Middletown are getting the best chief in the given circumstance. The Committee agreed that the procedure to incorporate outside candidates into the selection process should be left in the hands of administration and City Council. There was some discussion about the Committee developing a specific procedure, but the CRC decided this was best done by the testing professionals in the city administration. The Committee does recommend that in developing that process, the Chiefs should not select the members of the assessment test teams.

Mr. Bohannon commented that the Chief’s position could become a stepping stone for outside candidates.

Ordinance No. O2018-30, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article IV, Sections 3 and 5 of the Charter of the City pertaining to the publication of legislation and public hearing notices was read for the first time.

Mr. Landen explained that certain matters are required to be published in a newspaper of general circulation in the City. The committee concluded that newspaper publication is no longer an effective method of public notice because a declining number of people subscribe to newspapers and there is cost associated with newspaper publication. Newspaper publication can be replaced by electronic publication; electronic publication is a more efficient and effective means of reaching citizens of the City with this information.

Ordinance No. O2018-31, an ordinance providing the submission to the electors of the City of Middletown an amendment to Article V of the Charter of the City pertaining to boards and
The City Charter

Mr. Landen explained that the City Charter presently creates four boards, the Board of Health, the Board of Library Trustees, the Civil Service Commission and the Park Board. City Council, by ordinance, has clarified the structure and responsibility of these boards and created many other boards. The Board of Health and the Library Board of Trustees are needed to address issues of state law. The Civil Service Commission and the Park Board are not required to exist by state law. Creating the Board of Health and the Library Board of Trustees by Charter are a clear exercise of home rule power over the structure of those boards. This is not needed with the Civil Service Commission and Park Board. By removing these two boards from the Charter and allowing them to continue to be creatures of City Council, their structure, duties and responsibilities are more flexible. It becomes easier to combine and/or separate functions among citizen boards and commissions to meet current administrative needs. This amendment allows the City to exercise permissible control over the two boards needed to comply with state law, while placing other boards and commissions under the control of City Council.

Ord. No. O2018-33
Sign Easement For AK Steel Corp.

Mr. Landen explained that the committee felt that a more frequent review would result in fewer matters for consideration and would allow problems that develop to be addressed more quickly.

Ord. No. O2018-34
Amend Section 5 of the City Charter

Ordinance No. O2018-34, an ordinance amending Sections 1402.01 (Residential Code of Ohio Adopted), 1402.02 (File and Distribution Copies), 1404.01 (Ohio Building Code Adopted), 1406.01 (Building Permits; Certificates of Occupancy), 1406.02 (Demolition Permits), 1406.06 (Inspections Outside Regular Business Hours), 1410.11 (Fees for Occupancy of Streets), 1412.01 (Ohio Mechanical Code Adopted), 1412.02 (File and Distribution Copies), 1418.06 (HVAC Permit and Inspection Fees), 1420.01 (National Electrical Code Adopted), 1424.06 (Electrical Permit and Inspection Fees), 1426.01 (Ohio Plumbing Code Adopted), 1426.02 (File and Distribution Copies), 1432.02 (Plumbing Permit and Inspection Fees) and 1448.04 (Permit Fees) of the Codified Ordinances was read for the first time.

Ord. No. O2018-35
Amend Chapter 864

Ordinance No. O2018-35, an ordinance amending Chapter 864 (Special Police Officers) of the Codified Ordinances was read for the first time.

Ord. No. O2018-36
Amend Section 209.07

Ordinance No. O2018-36, an ordinance amending Section 209.07 (Bid Securities) of the Codified Ordinances was read for the first time.

Ord. No. O2018-37
Contract w/ CBI

Ordinance No. O2018-37, an ordinance establishing a procedure for and authorizing a contract with the Community Building Institute was read for the first time.

Ord. No. O2018-38
Contract w/ Flottweg

Ordinance No. O2018-38, an ordinance establishing a procedure for and authorizing a contract with Flottweg for the purchase of a dewatering centrifuge was read for the first time.

Res. No. R2018-09
Amend Appropriations

Resolution No. R2018-09, a resolution to make adjustments to appropriations for current expenses and other expenditures of the City of Middletown, Counties of Butler and Warren, State of Ohio, for the period ending December 31, 2018, was read for the first time. (General Fund)

EXECUTIVE SESSION

At 6:43 p.m. Mr. Bohannon moved to adjourned to executive session under the authority of O.R.C. 121.22 (2) To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage. Mr. J. Mulligan seconded. Motion carried. Ayes: Mr. J. Mulligan, L. Mulligan, A. Vitori, Mr. Bohannon, Mr. Moon.

ADJOURNMENT

At 7:15 p.m., the meeting was declared adjourned until the Council meeting of June 19, 2018, at 5:30 p.m.

Lawrence P. Mulligan, Jr., Mayor

Attest: ___________________________
Ms. Mejias called the meeting to order at 6:00 pm and the roll was called. Mr. Friedman led the Planning Commission in the Pledge of Alliance.

**APPROVAL OF PREVIOUS MEETING MINUTES**
Ms. Mejias introduced the acceptance of the March 14, 2018 meeting minutes and asked if there were any needed amendments. A motion was made to approve the March 14, 2018 meeting minutes. The board unanimously approved the minutes.

**PUBLIC HEARING:**
**MAP AMENDMENT CASE: CENTRAL AVENUE**
Ms. Mejias introduced the case and asked for staff report.

Ashley Combs (City Planner) presented the case.

Ms. Combs presented the staff report using a PowerPoint presentation.

Ms. Combs presented that the request was for zone changes by the City of Middletown for a total of sixty-three (63) properties located between Central Avenue between S. Sutphin Street & Shafor Street and between S. Sutphin Street & Edgewood Street from B-1 Neighborhood Business District to B-2 Community Business District. Per the Butler County Auditor the properties are a total of 12.29 acres. She noted that the zone changes will require final review and approval by the City Council.

MS. Combs explained that the City of Middletown recently adopted a new Development Code and it became effective on March 1, 2018. As a part of the of the planning ordinance update all the zoning districts were renamed. The next step of implementing the new Development Code is making sure that the zoning districts still work toward the city’s future land use goals.

Ms. Combs displayed a location map and pointed out that the properties outlined in red were the properties proposed for rezoning. She noted that Dollar General, Stefano’s Italian Café, and Combs BBQ are notable businesses located within the neighborhood business district.
Ms. Combs displayed a zoning map and noted again that the properties proposed for rezoning are outlined in red. She presented that the properties are surrounded by R-4 Attached Residential to the North, R-4 Attached Residential to the East, B-3 General Commercial to the West, and R-4 Attached Residential to the South. She explained that the R-4 Attached Residential Zoning District is the City’s highest density zoning district.

Ms. Combs displayed a map from the City’s Master Plan and noted that the properties proposed for rezoning are outlined in red. Ms. Combs stated that per the City’s Master Plan, the properties are located in the “Midd Central Opportunity Area”. The Midd Central Opportunity Area is identified as an area that has potential to become a premier neighborhood business district that attracts residents from all over and outside the city. Characteristics of this area becoming a successful neighborhood business district is to have streets lined with trees, on-street parking provided, and buildings located close to the street to encourage pedestrian activity.

She pointed out that the properties are identified to be mixed use commercial. The mixed use commercial is to encourage pedestrian activity, and offer a variety restaurants, offices, and retail stores. Ms. Combs noted that the City’s Master Plan is currently in the early stages of being updated. The Master Plan updated kicked off in late February 2018 and the plan is expected to be adopted for implementation by the end of 2018/early 2019.

Ms. Combs explained that the current businesses and uses located in the district are consistent with those permitted in the B-2 Community Business Zoning District. However, there is one inconsistency currently existing in the district and that is the sale of alcohol. Stefano’s Italian Café and Bar and Combs BBQ are restaurants located in the district that have liquor permits and can serve alcohol. The City has been approached by a few bar/restaurants that would like to locate in the district, but want to have alcohol sales a part of their business like the Stefano’s and Combs BBQ.

Ms. Combs stated that per the Development Code, notices were not required to be sent to the surrounding properties due to there being more than 10 properties proposed to be rezoned. However, planning staff sent notices to all property owners being affected by the zone change. Property owners called in and asked questions of staff and no objections were received for the proposed zone changes of their property.

Ms. Combs explained that planning staff believes that the requested zone changes will be a benefit to the surrounding community and existing businesses in the district. All the uses permitted in the B-1 zoning district will continue to be permitted in the B-2 zoning district. The zone change meets the intent of the newly adopted and effective Development Code and City’s Master Plan. If approved, the B-2 Zoning District will be an appropriate transition from the abutting B-3 General Commercial Zoning District.

Ms. Combs stated that the Economic Development Department had the following comment: The Economic Development Department is supportive of the zone changes as submitted. The City worked for over two years to update and adopt the new Development Code. The next step is to identify areas that need rezoned to allow for greater redevelopment potential. If approved, the zone change would allow for more types of restaurant and retail businesses that would support the anchor tenants that are already located in this neighborhood business district. The proposed zone changes are consistent with the surrounding zoning districts and City’s Master Plan.
Plan. No other department comments were received regarding the proposed zone changes.

Ms. Combs concluded her staff report presentation.

Chairman Joanne Mejias asked the commission if there were any questions for staff. With there being no questions for staff, Mejias opened the public hearing and asked for anyone to come forward that wanted to speak in favor of the project. Seeing none, she asked if there was anyone wanting to come forward to speak against the project. Seeing none, Ms. Mejias closed the public hearing.

Chairman Mejias asked if there were any final questions for staff. Mr. David McCauley-Myers noted the permitted use of car sales would be principally permitted if the zone changes were approved. Ms. Combs explained that the use of a car dealership would be required to meet minimum lot size, setbacks, and parking requirements and would be unlikely. Mr. McCauley-Myers pointed out that if someone were to buy several lots they would be able to consolidate and meet the zoning requirements. Ms. Combs noted that if a use like a car lot was to locate in this district the lot sizes would be too small to meet setback requirements, however, if lots were combined it could potentially be possible.

Ms. Mejias asked for staff recommendation.

Map Amendment Case #2-18: B-1 to B-2: Staff Recommendation:
Ms. Combs stated that based on the staff report provided, Planning staff recommends approval of Map Amendment Case #2-18 for zone change requests zone changes by the City of Middletown for a total of sixty-three (63) properties located between Central Avenue between S. Sutphin Street & Shafor Street and between S. Sutphin Street & Edgewood Street from B-1 Neighborhood Business District to B-2 Community Business District.

Ms. Mejias asked for a motion following staff’s recommendation.

Mr. Friedman made a motion to accept staff’s recommendation for map amendment case #2-18. Mr. Nenni seconded the motion. The motion was passed unanimously through roll call.

Ms. Combs noted that the zone change request will be heard at a public meeting held by City Council on May 15, 2018.

NEW/OLD BUSINESS
There was no new or old business to report.

ADJOURNMENT
With no further business for Planning Commission, a motion was made and seconded to adjourn at 6:15 PM. The motion passed unanimously.

MINUTES HAVE BEEN SIGNED FOR APPROVAL.

Joanne Mejias  Ashley N. Combs
Chair  Secretary to Planning Commission
June 12, 2018

TO: Doug Adkins, City Manager

FROM: Kay Sauer, Human Resources Specialist

SUBJECT: APPOINTMENT – MAINTENANCE WORKER

We are recommending the appointment of JUSTIN SCOTT to the position of Maintenance Worker in the Department of Public Works and Utilities. Mr. Scott was selected from the eligibility list as a result of Civil Service testing procedures. He will be assigned to the Street Maintenance Division and will fill the vacancy due to the resignation of John Dennis.

Mr. Scott will be assigned to Range PW-3, Step B, which provides a salary of $16.11 hourly, $33,508.80 annually. The appointment is conditional on the candidate passing the required medical evaluation.

c: Amy Schenck, Clerk of Council
   Susan Cohen, General Counsel
   Scott Tadych, PW & Utilities Director
   Charles Anderson, Public Works Superintendent
   Brian Adams, Public Works Superintendent
   Human Resources
   Finance (Payroll)
   file

ccmtg6/19/18

STREET MAINTENANCE
Authorized Strength – 12
Current Staff Level – 11
LAW DEPARTMENT
Human Resources

June 5, 2018

TO:          Doug Adkins, City Manager
FROM:        Kay Sauer, Human Resources Specialist
SUBJECT:     APPOINTMENTS – PART-TIME BUS DRIVER

We are recommending the conditional appointments of ADAM CHANDLER, BRUCE HOPPER, and JAMES MARTZ to the position of part-time Bus Driver in the Department of Community Revitalization, Division of Transit. They will fill the vacancies created by the retirements of Janice Chambers and Tim Finney.

All will be placed in Step A of the Part-time Bus Driver range, which provides a salary of $14.29 per hour. They will work approximately 27 hours per week. The appointments are conditional upon the candidates successfully passing the required medical evaluation.

/ks

c: Amy Schenck, Clerk of Council
    Susan Cohen, General Counsel
    Kyle Fuchs, Director of Community Revitalization
    Rachel Hamm, HUD Program Administrator
    Human Resources
    Finance (Payroll)
    file

ccmtg6/19/18
June 13, 2018

TO: Doug Adkins, City Manager
FROM: Jacob Burton, Finance Director

PURPOSE

To request approval to purchase a water service van off the ODAS Contract for the Division of Water Maintenance in the total amount of $27,627.50 from Middletown Ford.

BACKGROUND and FINDINGS

The Water Maintenance Division has a 10 year old service van that needs to be replaced. The van is a 2008 GMC van that has met the City’s 15 point replacement schedule. These vans are used in the field to respond to various service calls (repair and replace meters, turn on and turn off accounts, etc.). The new van will be equipped with shelving that can hold spare parts for repairs, etc. The current van will be sold through GovDeals.

The van is available through the state cooperative purchasing program, so bidding is not necessary.

ALTERNATIVES

The alternative is to keep the old van, although maintenance costs continue to escalate.

FINANCIAL IMPACT

There is $30,000 budgeted for this $27,627.50 purchase. There will be minor additional expenses for shelving for the inside of the van, but this will not exceed the budget.

EMERGENCY/NON EMERGENCY

Non-emergency

cc: Scott Tadyeh, Director of Public Works & Utilities
Rex Hoit, Fleet Manager
June 13, 2018

TO: Doug Adkins, City Manager
FROM: Jacob Burton, Finance Director

PURPOSE

To request approval to purchase a snow plow truck off the ODAS Contract for the Division of Streets Maintenance in the total amount of $78,585.03 from Rush Truck Centers of Cincinnati, OH.

BACKGROUND and FINDINGS

The Streets Maintenance Division has a 16 year old snow plow that needs to be replaced. The snow plow is a 2002 International 7400 4x2 Truck that has met the City’s 15 point replacement schedule and is 33 months past due on replacement. These trucks are used to plow snow, spread salt, and haul asphalt for paving. The new snow plow truck will have a dump bed, central hydraulic system, salt spreader, and snow plow installed. The current truck will be sold through GovDeals.

The snow plow truck is available through the state cooperative purchasing program, so bidding is not necessary.

ALTERNATIVES

The alternative is to keep the old truck, although maintenance costs continue to escalate.

FINANCIAL IMPACT

There is $137,000 budgeted for this $78,585.03 purchase. The remainder of the budgeted money for this purchase will be used to install the dump bed, central hydraulic system, salt spreader, and snow plow.

EMERGENCY/NON EMERGENCY

Non-emergency

cc: Scott Tadych, Director of Public Works & Utilities
    Rex Hoit, Fleet Manager
May 30, 2018

TO: Douglas Adkins, City Manager

FROM: Kyle Fuchs, Director – Community Revitalization Department

PURPOSE
Sale of City-owned vacant lot.

BACKGROUND AND FINDINGS
The City of Middletown owns a vacant lot located at 1005 Elwood St. The parcel numbers are: Q6511021000045, Q6511021000046, and Q6511021000047. Greg Snelling owns the property next door at 2001 Tytus and wishes to purchase this lot to extend his yard. He would like to acquire the property through the mow to own program. He would be responsible for maintaining the lot for one (1) year. If there are no violations within that year, the City will deed him the lot at that time.

ALTERNATIVES
1.) Sell the vacant parcel for $500.
2.) Do not sell the vacant lot and continue maintaining

FINANCIAL IMPACTS
None. The City saves the cost of mowing/maintaining the lot.

EMERGENCY/NON EMERGENCY
Non-emergency
AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

This Agreement is entered into this _____ day of ___________, 2018 by and between the City of Middletown, One Donham Plaza, Middletown, Ohio 45042 (hereinafter “the City”) and Greg Snelling, 2001 Tytus, Middletown, OH 45044 (hereinafter “Purchaser”).

WHEREAS, the City is actively demolishing abandoned, blighted property within the City; and

WHEREAS, the City is committed to returning vacant parcels resulting from demolition of abandoned blighted property to productive use; and

WHEREAS, the Purchaser is interested in purchasing certain abandoned real estate in the;

NOW, THEREFORE, the City and the Purchaser, in consideration of the promises and the obligations of the other as set out herein, do hereby covenant and agree as follows:

1. Purchaser agrees to purchase and the City agrees to sell the real property located at 1005 Elwood Rd, also known as Parcel # Q6511021000045, Q6511021000046, and Q6511021000047

2. The Purchaser shall maintain the Property to code compliance, thereby eliminating city maintenance costs and mowing costs of approximately forty dollars ($40.00) for each mowing. Purchaser shall mow the Property at least every two weeks from April 1 through September 30 each year to keep the grass below 6” long and within property maintenance code compliance. Purchaser shall maintain the Property for one (1) year until closing.

3. The property is being sold in its existing condition. The City makes no warranties regarding the soil or environmental condition of the property. Purchaser has made such inspection and obtained such information concerning environmental matters, soil conditions, the provision of utility services and related matters regarding the property as he deems necessary and accepts the property “as is.”

4. At closing, the City shall convey by quitclaim deed marketable title in the property to Purchaser in fee simple, free and clear of all liens, encumbrances, easements, restrictions and warrants except:

   (a) real estate taxes and assessments not yet due and payable,
   (b) existing public highway and utility easements,
   (c) such other matters as may be waived or may be deemed to have been waived by Purchaser in the means set forth in paragraph 5 of this Agreement

5. Prior to closing, Purchaser may, at its sole expense, undertake such investigation as it deems necessary to assure that it is receiving marketable title to the property. If such investigation reveals that the City cannot convey, or cause to be conveyed, marketable fee simple title to the property, or that there are any defects, liens, easements, restrictions, covenants, encroachments or other encumbrances, other than those disclosed in paragraph 4, against the property, Purchaser shall notify the City of its
objection to any such matter. Upon receipt of such objection, the City shall promptly undertake and complete all actions as are necessary to satisfy or eliminate the objection. If the City is unable to remove the objection prior to the date of closing, Purchaser may, as its sole remedy, either (a) terminate this Agreement, or (b) waive the objection and accept such title as the City is able to convey, without abatement of the purchase price.

6. All real property taxes and assessments will be prorated at the date of closing.

7. Purchaser shall take possession of the property at the date of closing.

8. Parties shall agree to a closing date at the earliest practicable opportunity after the City obtains title to the property.

9. Purchaser shall not assign any rights or obligations under this Agreement without the written consent of the City.

CITY OF MIDDLETOWN                            PURCHASER

By: __________________________  __________________________
    Douglas Adkins                                      Greg Snelling
    City Manager

Attest: _________________________
        Amy Schenck
        Clerk of City Council

Approved as to form: _________________________
                      Leslie S. Landen
                      Law Director

Authorized by Ordinance No. 02002-87
DATE: June 13, 2018

TO: Douglas Adkins, City Manager

FROM: Alexis Fitzsimmons, Assistant Economic Development Director

PURPOSE
The purpose of this report is to provide City Council with the recommendations of the Tax Incentive Review Council (TIRC) regarding the performance of tax incentives during the 2016 calendar year.

BACKGROUND AND FINDINGS
Ohio Revised Code Section 5709.85 requires that the legislative authority of a city that grants tax exemptions create a TIRC. The purpose of this body is to review the status and performance of all agreements granting exemption from property taxation and all tax increment financing (TIF) districts, as of the end of the previous year. On the basis of this review, the TIRC must submit to City Council written recommendations for continuation, modification, or cancellation of each agreement or zone. The TIRC typically meets once a year to perform these tasks and met on April 13, 2017 to review the 2016 operating year. The TIRC membership includes County Auditors, representatives of affected school districts, City of Middletown staff, elected officials, and interested citizens.

The TIRC reviewed all Tax Increment Financing (TIF) Districts and Tax Abatements

The TIRC Voted and recommends continuing eight agreements for the following companies: Akers, Compartir/Pac National, Middletown Coke (Suncoke), Quaker Chemical, Pilot Chemical, Paychex/ East Pointe, Pledger, NTE Ohio, Steam Systems, and Ventilex

The TIRC recommends continuing all other TIF districts currently in effect, this includes: Aeronca, Airport/Riverfront, MADE, Downtown, Miller Rd. North RID, Miller Rd. South RID, Greentree Industrial, Middletown Coke, E. End/S. Town Blvd., Town Mall/Hospital, Manchester Rd. RID, Renaissance North RID, and Renaissance South RID.

ALTERNATIVES
Alternatives include the following:
1. Accept the recommendations of the TIRC.
2. Do not accept the recommendations of the TIRC. City Council must recommend to continue, amend, or cancel abatements and/or TIF districts.

FINANCIAL IMPACTS
There are no financial impacts from the recommendations of the TIRC committee.

EMERGENCY/NON EMERGENCY
Non-Emergency - The receiving and filing and acceptance of TIRC recommendations by City Council will be by motion.

Attachments
2017 Middletown TIRC Report; Minutes from the April 13, 2017 meeting of the TIRC
<table>
<thead>
<tr>
<th>Butler County</th>
<th>Investment Committed (Millions)</th>
<th>Investment Actual (Millions)</th>
<th>Total Committed New Positions</th>
<th>Total Actual Positions 12/31/16</th>
<th>Status</th>
<th>EZ Agree. Retained Positions</th>
<th>Created Positions To Date</th>
<th>New Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Akers</td>
<td>$15.0</td>
<td>$27.4</td>
<td>177</td>
<td>175</td>
<td></td>
<td>150</td>
<td>25</td>
<td>$1,593,600</td>
</tr>
<tr>
<td>Compartir/Pac National</td>
<td>$15.1</td>
<td>$36.9</td>
<td>207</td>
<td>373</td>
<td></td>
<td>157</td>
<td>216</td>
<td>$9,135,916</td>
</tr>
<tr>
<td>Middletown Coke, LLC</td>
<td>$354.1</td>
<td>$417.96</td>
<td>75</td>
<td>91</td>
<td></td>
<td>0</td>
<td>91</td>
<td>$7,474,186</td>
</tr>
<tr>
<td>Pilot Chemical</td>
<td>$32.5</td>
<td>$20.9</td>
<td>15</td>
<td>56</td>
<td></td>
<td>46</td>
<td>10</td>
<td>$576,472</td>
</tr>
<tr>
<td>Quaker Chemical</td>
<td>$20.0</td>
<td>$20.0</td>
<td>77</td>
<td>88</td>
<td></td>
<td>37</td>
<td>37</td>
<td>$1,606,154</td>
</tr>
<tr>
<td>Steam Systems, Inc.</td>
<td>$0.35</td>
<td>$0.35</td>
<td>21</td>
<td>24</td>
<td></td>
<td>16</td>
<td>10</td>
<td>$257,978</td>
</tr>
<tr>
<td>Ventilex</td>
<td>$0.9</td>
<td>$0.85</td>
<td>5</td>
<td>5</td>
<td></td>
<td>5</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>NTE Ohio, LLC</td>
<td>$475</td>
<td>TBD</td>
<td>25</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Warren County                 |                                  |                               |                               |                               |        |                               |                          |             |
| Paychex/East Pointe           | $6.9                            | $7.1                          | 131                           | 125                           |        |                               |                          | $5,335,624  |
| Pledger Orthopedic            | $2.0                            | $2.4                          | 17                            | 22                            |        |                               |                          | $807,550    |
| Total                         | $921.85                         | $533.86                       | 750                           | 959                           |        |                               |                          | $26,787,480 |

City of Middletown 2017 Tax Incentive Review
BUTLER COUNTY ENTERPRISE ZONES

Akers Enterprise Zone Agreement

Contact: Phyllis McClory, Bill Akers
Date of Execution: 2012

Term: 10-years
Expiration: 2025
Personal Prop. Abatement N/A

Investment in PP: $14,827,897
RP Taxes Paid: $144,201
Cumulative RPT Paid: $253,988

Investment in RP: $13,991,374
RP Taxes Abated: $50,396.89
Cumulative RPT Abated: $50,396.89

Employment: 173
New Jobs Commitment 27
Retained Jobs Commitment 150

Jobs created: 25
Payroll: $1,593,600

Notes:
Agreement was created in 2012 for an expansion of their facility. They have invested a total of $28,819,271, which is over and above their initial commitment of $15,000,000. They are just shy of their job commitment number; however, they have created 90% of the positions promised, which is within the acceptable range of 75% of the total commitment per the Enterprise Zone Agreement.

Recommendation: CONTINUE
Compartir/Pac National Enterprise Zone Agreement

Contact: Ryan Jones  
Date of Execution: 5/7/2007

Term: 10-years  
Expiration: 2018  
Pers. Property Abatement: N/A  
Investment in PP: $32,108,000  
RP Taxes Paid: $131,318  
Cumulative RPT Paid: $893,296  
Employment: 373  
Jobs Created: 216  
Retained Jobs Commitment: 157

Real Property Abatement: 75%  
Investment in RP: $14,572,000  
RP Taxes Abated: $272,273  
Cumulative RPT Abated: $1,825,047  
Payroll: $9,135,916

Notes:
Agreement was created for construction of 350,000 square foot facility. Pac is now Middletown’s 2nd largest industrial company based on number of employees. Since the creation of agreement, an additional division was moved to Middletown at the site. Pac continues to explore growth opportunities and has purchased additional machinery to add product lines and capability. This new capacity has filled ‘future expansion capacity’ built into their facility when constructed. They have exceeded all investment and employment commitments.

Recommendation: CONTINUE
City of Middletown 2017 Tax Incentive Review

Middletown Coke Company, LLC

Contact: Bill Lias  Date of Execution:  9/18/08

Term: 10-years  Amendments:  2010
Expiration:  2020  Investment commitment: $354,100,000
Personal Prop. Abatement: N/A  Real Property Abatement: 50%

Investment PP: $403,357,733  Investment RP: $14,664,159
Cumulative RPT Paid: $1,084,870  Cumulative RPT Abated: $70,488

Employment: 91  Jobs created:  91
Commitment: 75  Payroll: $7,474,186
Retained Jobs Commitment: 0

Notes: Agreement was established for construction of new coke plant to supply AK Steel. Agreement was modified in 2010 to reflect revised construction timeframe and higher hiring projection. Company started re-organization legal work in 2012 to separate the co-gen facility into a new entity. The paperwork was finalized in 2013 to execute a partial assignment of the agreement from Middletown Coke Company, LLC to Middletown Cogeneration Company, LLC. The assignment transferred a portion of the assets (relating to co-generation). Their investment and employment exceed expectations.

Recommendation: CONTINUE
City of Middletown 2017 Tax Incentive Review

Pilot Chemical Company of Ohio Enterprise Zone Agreement

Contact: Mike Bizzarro  Date of Execution:  2012

Term: 10-years  Amendments: 2013
Expiration: 2024  Investment Commitment: $32,500,000
Personal Prop. Abatement: N/A  Real Property Abatement: 65%

Investment PP: $16,816,000  Investment RP: $5,622,404
RP Taxes Paid: $54,259  RP Taxes Abated: $14,549
Cumulative RPT Paid: $236,004  Cumulative RPT Abated: $28,860

Employment: 56  Jobs Created: 10
Commitment: 15  Payroll: $576,472
Retained Jobs Commitment: 46

Notes:
Agreement was established to expand the existing facility in order to maximize inventory control and enhance response to customer demand. Pilot built a 2nd rail spur as part of their expansion. Pilot’s business model includes ongoing research to create new chemical materials for consumer products, and growth by acquisition. 2013 Amendment changed language of ‘schedule for new employment’. Pilot currently is advertising to fill open positions.

Recommendation: CONTINUE
Quaker Chemical Enterprise Zone Agreement

<table>
<thead>
<tr>
<th>Contact: Craig Hladik</th>
<th>Date of Execution: 5/12/2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term: 10-years</td>
<td>Amendments: None</td>
</tr>
<tr>
<td>Expiration: 2020</td>
<td>Investment commitment: $20,000,000</td>
</tr>
<tr>
<td>Personal Prop. Abatement: N/A</td>
<td>Real Property abatement: 75%</td>
</tr>
<tr>
<td>Investment PP: $17,400,000</td>
<td>Investment RP: $2,600,000</td>
</tr>
<tr>
<td>RP Taxes Paid: $29,566</td>
<td>RP Taxes Abated: $9,174</td>
</tr>
<tr>
<td>Cumulative RPT Paid: $177,405</td>
<td>Cumulative RPT Abated: $44,743</td>
</tr>
<tr>
<td>Employment: 73</td>
<td>Jobs Created: 37</td>
</tr>
<tr>
<td>New Jobs Commitment: 40</td>
<td>Payroll: $1,606,154</td>
</tr>
<tr>
<td>Retained Jobs Commitment: 37</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
Agreement was established to expand the existing facility. The expansion project has been completed and facility continues to become more integrated into the corporate infrastructure. Quaker has purchased additional available land adjacent to their current property to retain the opportunity to expand further.

**Recommendation:** CONTINUE
City of Middletown 2017 Tax Incentive Review

Steam Systems

Contact: Mark Franks

Date of Execution: 12/31/10

Term: 10-years
Expiration: 2022
Personal Prop. Abatement: N/A

Amendments: 2013
Investment Commitment: $350,000
Real Property abatement: 75%

Investment in PP: N/A
RP Taxes Paid: $16,650
Cumulative RP Paid: $81,604

Investment in RP: $350,000
RP Taxes Abated: $2,655
Cumulative RP Abated: $7,878

Employment: 26
New Jobs Commitment: 12
Retained Jobs Commitment: 16

Jobs Created: 10
Payroll: $257,978

Notes:
Abatement applies to a 5,000 square foot expansion of the Steam Systems building. Company continues to grow and is expanding again. 2013 Amendment included additional investment of $200,000 for a total of $350,000 and an additional 4 new jobs created. Majority of new hiring was during the 4th quarter of 2013.

Recommendation: CONTINUE
City of Middletown 2017 Tax Incentive Review

Ventilex USA Enterprise Zone Agreement

Contact: Irwin Boschman
Date of Execution: 8/21/2007
Amended Start Date: 12/31/2009

Length: 10-years
Amended Expiration: 2019
Personal Prop. Abatement: N/A

Amendments: 2010
Investment Commitment: $900,000
Real Property: 40%

Investment PP: $64,443
Investment RP: $790,660
RP Taxes Paid: $15,022
RP Taxes Abated: $3,186
Cumulative RP Paid: $91,975
Cumulative RP Abated: $32,779

Employment: 5
Commitment: Retain 5
Jobs Created: 0
New Payroll: $0

Notes:
Agreement was created to construct 10,000 square foot building for international company to create a North American operation located in Middletown. EZ abatement level was reduced to 40% in 2010 based on reduced hiring projections. The company has not accomplished what it committed to do in the Original Enterprise Zone Agreement; however based on the terms of the amended agreement passes in 2010, the company is in compliance. A copy of the amendment and legislation is included in this packet for reference. The company sold the property at the end of 2016, but still maintains an operation on the project site.

Recommendation: CONTINUE
NTE Ohio LLC

Contact: Tim Eves

Date of Execution: 8/21/2015

Length: 10-years
Expiration: 2029
Personal Prop. Abatement: N/A

Investment PP: $0
RP Taxes Paid: $20,576
Cumulative RP Paid: $20,576

Amendments: 2010
Investment Commitment: $475,000,000
Real Property: 75%

Investment RP: $475,000,000
RP Taxes Abated: $0
Cumulative RP Abated: $0

Commitment: 25
Construction Jobs: 203
Full Time Permanent: 25
Est. New Payroll: $6,597,040
(Construction Jobs)

Notes:
NTE Ohio, LLC broke ground on their project in 2015 and are on schedule. The project has created approximately $6,597 million in payroll and over 200 construction jobs in 2016. This has generated $115,459 in income tax for the City of Middletown.

Recommendation: CONTINUE
## WARREN COUNTY ENTERPRISE ZONES

### Paychex North America and Neyer East Pointe 200 LLC

<table>
<thead>
<tr>
<th>Contact: David Martin</th>
<th>Date of Execution: 2/26/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term: 10-years</td>
<td>Amendments/Assignment: 2012</td>
</tr>
<tr>
<td>Expiration: 2019</td>
<td>Investment Committed: $6,920,000</td>
</tr>
<tr>
<td>Personal Prop. Abatement: N/A</td>
<td>Real Property Abatement: 75%</td>
</tr>
<tr>
<td>Investment in PP: N/A</td>
<td>Investment in RP: $7,056,766</td>
</tr>
<tr>
<td>RP Taxes Paid: $32,152</td>
<td>RP Taxes Abated: $81,132</td>
</tr>
<tr>
<td>Cumulative RPT Paid: $197,110</td>
<td>Cumulative RPT Abated: $461,621</td>
</tr>
<tr>
<td>Employment: 125</td>
<td>Jobs Created: 125</td>
</tr>
<tr>
<td>Commitment: 131</td>
<td>Payroll: $5,335,624</td>
</tr>
</tbody>
</table>

*all positions are new to Middletown*

### Notes:

Agreement was created jointly with the developer/builder (Al Neyer, Inc.) and Paychex North America to construct 50,000 square foot LEED certified office building. Construction is complete and investment meets expectations. Al Neyer sold the building to East Pointe 200 Office Equities, LLC in 2012 and consequently the agreement was modified to reflect the new owner.

Though the company is 6 positions short of their commitment, the project does continue to qualify for the 75% level of abatement based on the City’s guidelines for project investment, jobs, and payroll. It also qualifies per state requirements: minimum of 75% of employment commitment must be maintained.

**Recommendation:** CONTINUE
City of Middletown 2017 Tax Incentive Review

**Pledger Orthopedic LLC, Total Therapy Solutions, Allman Chiropractic, Renaissance Medical LLC**

<table>
<thead>
<tr>
<th>Contact: Anthony Maritato</th>
<th>Date of Execution: 5/19/2009</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term:</strong> 10 years</td>
<td><strong>Date of Execution:</strong> 5/19/2009</td>
</tr>
<tr>
<td><strong>Expiration:</strong> 12/31/2020</td>
<td><strong>Amendments/Assignments:</strong> 2012</td>
</tr>
<tr>
<td><strong>Personal Prop. Abatement:</strong> N/A</td>
<td><strong>Investment Committed:</strong> $2,015,250</td>
</tr>
<tr>
<td><strong>Real Property Abatement:</strong> 60%</td>
<td><strong>Investment in PP:</strong> $422,131</td>
</tr>
<tr>
<td><strong>Investment in RP:</strong> $1,990,221</td>
<td><strong>RP Taxes Paid:</strong> $29,873</td>
</tr>
<tr>
<td><strong>Cumulative RPT Paid:</strong> $149,945</td>
<td><strong>RT Taxes Abated:</strong> $8,426</td>
</tr>
<tr>
<td><strong>Cumulative RPT Abated:</strong> $42,765</td>
<td><strong>Employment:</strong> 22</td>
</tr>
<tr>
<td><strong>Commitment:</strong> 17</td>
<td><strong>Jobs Created:</strong> 12</td>
</tr>
</tbody>
</table>
| **New Payroll:** $807,550 | **Notes:**

The agreement was created to finish out a 10,000 square foot office condominium building with a quality medical tenant finish. The LLC was purchasing the shell building and adding the interior improvements. The purpose of the new venture was to include physical therapy and pain treatment.

On June 1, 2011, Dr. Pledger’s practice was sold to Health Specialists of Dayton, doing business as Pledger Orthopedic Spine Center and Associates. This is part of Premier Health Partners (owner of Atrium). Subsequently, the name was changed to Premier Health Specialist’s dba Pledger Orthopedic and Spine Center.

Dr. Allman (chiropractor) separated from the group but remains located in the building with 2 staff. Tony Maritato and his staff also separated but remained in the building as Total Therapy Solutions. His practice has grown from 3.5 to 7. He is now controlling owner of the LLC owning the building (Renaissance Medical Group LLC). The agreement was modified to reflect all of the entities in the building.

Recommendation: **CONTINUE**
## City of Middletown 2017 Tax Incentive Review

### Tax Increment Financing Agreements

#### Project Status for Year Ending 12/31/16

<table>
<thead>
<tr>
<th>County</th>
<th>TIF Fund</th>
<th>Ending Balance 12/31/16</th>
<th>Revenues 2016</th>
<th>Expenses 2016</th>
<th>Cumulative Revenues 12/31/16</th>
<th>Cumulative Expenses 12/31/16</th>
<th>Ending Balance 12/31/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler</td>
<td>DOWNTOWN</td>
<td>$16,058</td>
<td>$10,589</td>
<td>$15,000</td>
<td>$208,548</td>
<td>$196,842</td>
<td>$11,647</td>
</tr>
<tr>
<td>Butler</td>
<td>AERONCA</td>
<td>$4,423</td>
<td>$0</td>
<td>$0</td>
<td>$9,508</td>
<td>$5,085</td>
<td>$4,423</td>
</tr>
<tr>
<td>Butler</td>
<td>AIRPORT/RIVERFRONT</td>
<td>$6,851</td>
<td>$987</td>
<td>$0</td>
<td>$9,726</td>
<td>$1,882</td>
<td>$7,838</td>
</tr>
<tr>
<td>Butler</td>
<td>MADE</td>
<td>$1,164</td>
<td>$70</td>
<td>$0</td>
<td>$1,234</td>
<td>$0</td>
<td>$1,234</td>
</tr>
<tr>
<td>Butler</td>
<td>MILLER RD NORTH RID</td>
<td>$73,196</td>
<td>$8,847</td>
<td>$0</td>
<td>$104,478</td>
<td>$22,435</td>
<td>$82,043</td>
</tr>
<tr>
<td>Butler</td>
<td>MILLER RD SOUTH RID</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Butler</td>
<td>GREENTREE INDUSTRIAL</td>
<td>$210,748</td>
<td>$42,447</td>
<td>$0</td>
<td>$253,195</td>
<td>$0</td>
<td>$253,195</td>
</tr>
<tr>
<td>Butler</td>
<td>MIDDLETOWN COKE</td>
<td>$23,044</td>
<td>$270</td>
<td>$0</td>
<td>$23,314</td>
<td>$0</td>
<td>$23,314</td>
</tr>
<tr>
<td>Warren</td>
<td>TOWNE MALL/HOSPITAL</td>
<td>$156,931</td>
<td>$588,138</td>
<td>$580,331</td>
<td>$3,862,497</td>
<td>$3,697,988</td>
<td>$164,738</td>
</tr>
<tr>
<td>Warren</td>
<td>MANCHESTER ROAD RID</td>
<td>$378</td>
<td>$0</td>
<td>$0</td>
<td>$1,190</td>
<td>$812</td>
<td>$378</td>
</tr>
<tr>
<td>Warren</td>
<td>RENAISSANCE NORTH RID</td>
<td>$106,187</td>
<td>$225,570</td>
<td>$233,390</td>
<td>$1,476,964</td>
<td>$1,386,208</td>
<td>$98,367</td>
</tr>
<tr>
<td>Warren</td>
<td>RENAISSANCE SOUTH RID</td>
<td>$143,865</td>
<td>$201,980</td>
<td>$194,065</td>
<td>$910,383</td>
<td>$758,604</td>
<td>$151,780</td>
</tr>
</tbody>
</table>

**Totals**

- Total Reimbursement to Schools since 2008: $4,590,591
- Total Debt Service Paid since 2008: $3,079,887
**BUTLER COUNTY TIF DISTRICTS**

**Downtown TIF District**

Description: Parcels north and south of Central from Main Street to University Boulevard.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>6/6/2000</th>
<th>Length:</th>
<th>20 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>No</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$16,058</th>
<th>Revenues:</th>
<th>$10,589</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues to Date:</td>
<td>$208,548</td>
<td>Expenses:</td>
<td>$15,000</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$11,647</td>
<td>Expenses to Date:</td>
<td>$196,842</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE

**Aeronca TIF District**

Description: 18 acres of land adjacent to Aeronca that were remediated through Clean Ohio Revitalization Fund. Remediation has not been completed yet.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$4,423</th>
<th>Revenues:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues to Date:</td>
<td>$9,508</td>
<td>Expenses:</td>
<td>$0</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$4,423</td>
<td>Expenses to Date:</td>
<td>$5,085</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE

**Airport/Riverfront TIF District**

Description: The area surrounding Middletown Regional Airport and also a portion of downtown west of Main Street including Wausau Paper.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$6,851</th>
<th>Revenues:</th>
<th>$987</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues to Date:</td>
<td>$9,726</td>
<td>Expenses:</td>
<td>$0</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$7,838</td>
<td>Expenses to Date:</td>
<td>$1,882</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE
City of Middletown 2017 Tax Incentive Review

**MADE TIF District**

Description: Two Magnode farm land parcels (CAUF), MADE owned parcels, and excess land owned by Worthington Steel.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$1,164</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>$70</td>
</tr>
<tr>
<td>Revenues to Date:</td>
<td>$1,234</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$1,234</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE

---

**Miller Road North RID District**

Description: Residential area around northern portion of Miller Road.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$73,196</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>$8,847</td>
</tr>
<tr>
<td>Revenues to Date:</td>
<td>$104,478</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$82,043</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE

---

**Miller Road South RID District**

Description: Residential area around south Miller Road.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>$0</td>
</tr>
<tr>
<td>Revenues to Date:</td>
<td>$0</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE
## City of Middletown 2017 Tax Incentive Review

### Greentree TIF District

Description: a portion of Greentree Industrial Park including Pac Worldwide, 3415 Emerald Way, and undeveloped land.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>12/20/2005</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$210,748</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>$42,447</td>
</tr>
<tr>
<td>Revenues to Date:</td>
<td>$253,195</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$253,195</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE

### Middletown Coke TIF District

Description: parcels along Yankee Road including Middletown Coke parcels, Quaker Chemical, Pilot Chemical.

<table>
<thead>
<tr>
<th>Date of Execution:</th>
<th>4/21/2009</th>
<th>Length:</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools Harmless:</td>
<td>Yes</td>
<td>Amendments:</td>
<td>No</td>
</tr>
<tr>
<td>Real Property:</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning Balance:</th>
<th>$23,044</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>$270</td>
</tr>
<tr>
<td>Revenues to Date:</td>
<td>$23,314</td>
</tr>
<tr>
<td>Ending Balance:</td>
<td>$23,314</td>
</tr>
</tbody>
</table>

**Recommendation:** CONTINUE
WARREN COUNTY TIF DISTRICTS

East End (South Towne Boulevard) TIF District

Description: parcels along South Towne Blvd including Wal-Mart.

Date of Execution: 6/6/2000  Length: 20 years
Schools Harmless: No  Amendments: No
Real Property: 66%

Beginning Balance: $280,553  Expenses: $411,138
Revenues: $415,063  Revenues to Date: $3,373,928
Ending Balance: $284,458  Expenses to Date: $3,096,215

Recommendation: CONTINUE

Towne Mall/Hospital TIF District

Description: Towne Mall area and commercial/hospital development area in East Renaissance District.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Beginning Balance: $156,913  Expenses: $580,331
Revenues: $588,138  Revenues to Date: $3,862,497
Ending Balance: $164,738  Expenses to Date: $3,854,690

Recommendation: CONTINUE

Manchester Road RID District

Description: 55 acres of residential land south of Manchester at Autumn Road.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Beginning Balance: $378  Expenses: $0
Revenues: $0  Revenues to Date: $1,190
Ending Balance: $378  Expenses to Date: $812

Recommendation: CONTINUE
Renaissance North RID District

Description: Renaissance residential area south of SR 122.

Date of Execution: 12/20/2005  Length: 30 years  
Schools Harmless: Yes  Amendments: No  
Real Property: 100%  

Beginning Balance: $106,187  
Revenues: $255,570  Expenses: $233,390  
Revenues to Date: $1,506,964  Expenses to Date: $1,386,598  
Ending Balance: $98,367  

Recommendation: CONTINUE

Renaissance South RID District

Description: Renaissance residential area closest to Hendrickson Road;

Date of Execution: 12/20/2005  Length: 30 years  
Schools Harmless: Yes  Amendments: No  
Real Property: 100%  

Beginning Balance: $143,865  
Revenues: $201,980  Expenses: $194,065  
Revenues to Date: $910,383  Expenses to Date: $758,604  
Ending Balance: $151,780  

Recommendation: CONTINUE

Sawyer's Mill RID District

Description: Residential area west of Dixie Highway north of Manchester;

Date of Execution: 12/20/2005  Length: 30 years  
Schools Harmless: Yes  Amendments: No  
Real Property: 100%  

Beginning Balance: $0  
2013 Revenues: $0  Expenses: $0  
Revenues to Date: $0  Expenses to Date: $0  
Ending Balance: $0  

Recommendation: CONTINUE
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Agreement % and Term</th>
<th>New Jobs</th>
<th>Actual Created</th>
<th>Retained Jobs</th>
<th>Actual Retained</th>
<th>Payroll Commitment</th>
<th>Actual Payroll</th>
<th>Investment Commitment</th>
<th>Actual Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty Spirits</td>
<td>100% for 12 years</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$80,000</td>
<td>0</td>
<td>$300,000</td>
<td>$400,000</td>
</tr>
<tr>
<td>Sorg Mansion</td>
<td>100% for 15 years</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$183,040</td>
<td>0</td>
<td>$1,725,000</td>
<td>$725,000</td>
</tr>
<tr>
<td>Torchlight Pass</td>
<td>100% for 12 years</td>
<td>9FT/32PT</td>
<td>18</td>
<td>0</td>
<td>0</td>
<td>$880,000</td>
<td>0</td>
<td>$605,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Goetz Tower</td>
<td>100% for 12 years</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$80,000</td>
<td>0</td>
<td>$3,000,000</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>
TAX INCENTIVE REVIEW COUNCIL
City of Middletown Annual Review of Enterprise Zone Agreements,
Tax Increment Financing (TIF) Districts, and Community Reinvestment Areas
Reporting Year 2016

Thursday, April 13, 2017
2:00 P.M.
CITY COUNCIL CHAMBER

MEMBERS PRESENT
JULIE LEPSKY, Butler County Deputy Auditor
RANDY BERTRAM, Middletown City Schools Treasurer
PAUL CARPENTER, Butler Tech CFO
RON CARTER, Middletown Resident
BETH WOOLEY, sitting in for Matt Nolan, Warren County Auditor
CATHY McMONIGLE, Warren County Career Center
TOM BRICKEY, Middletown Resident
DORA BRONSTON, Middletown City Council Representative
MATT EISENBAUER, sitting in for DOUG ADKINS, City Manager
JACOB BURTON, Finance Director

MEMBERS ABSENT
YOLANDA JUNIOR, Middletown Resident
JANA BELLAMY, Franklin City Schools Treasurer
ERIC SOTZING, Lebanon City Schools Treasurer

STAFF MEMBERS PRESENT
ALEXIS FITZSIMMONS, Assistant Economic Development Director
DEBBIE GARITSON, Economic Development Administrative Assistant

CALL TO ORDER AND INTRODUCTIONS

Alexis Fitzsimmons welcomed everyone to the annual meeting and asked that the roll
be called.

MINUTES
April 21, 2016

Alexis asked for a motion to approve the minutes from 2016. Randy Bertram moved
to approve the minutes. Jake Burton seconded and the motion carried unanimously.

ANNUAL REVIEW OF ENTERPRISE ZONE AGREEMENTS

Alexis described the status of Enterprise Zone tax abatement agreements within
the City of Middletown as of 12/31/16 individually beginning with those located
in Butler County. Voting will take place at the end of each company presentation.
BUTLER COUNTY ENTERPRISE ZONE AGREEMENTS

AKERS PACKAGING
Alexis reported Akers has made a commitment to Middletown for a $15 million investment to their plant. The actual total was $28.7 million. Employment is 173 where 150 was committed. Staff recommends continuing the agreement. Dora Bronston moved to continue the agreement. Tom Brickey seconded and the motion carried.

COMPARTIR/ PAC WORLDWIDE
Alexis said PAC’s investment commitment was $15.1 million and the actual is $46.6 million. They committed to 207 employees and currently have 373. Staff recommends continuing the agreement. Randy Bertram moved to continue the agreement. Julie Lepsky seconded and the motion carried.

MIDDLETOWN COKE
Alexis reported the company had exceeded their investment and employment commitment. The company committed to $354.1 million investment and the actual amount is $417.96 million. They have 91 employees and had committed to 75. The company continues to grow. Staff recommends continuing the agreement. Julie Lepsky moved to continue. Tom Brickey seconded and the motion carried.

PILOT CHEMICAL
Alexis said $20.9 million is to be invested during the 10 year agreement. The total investment is $22.4 Million in upgrades and infrastructure. They committed to 15 employees and currently have 56. Staff recommends continuing the agreement. Randy Bertram moved to continue. Ron Carter seconded and the motion carried.

QUAKER CHEMICAL
Alexis reported the $20 million commitment was met. Quaker committed to 77 employees and now have 73. They have five open positions for which they are actively searching. Staff recommends continuing the agreement. Ron Carter moved to continue the agreement. Jake Burton seconded and the motion carried.

STEAM SYSTEMS
Alexis said the company met their commitment of $.35 million. They have 26 employees where they committed to 21. Staff recommends continuing the agreement. Julie Lepsky moved to continue the agreement. Tom Brickey seconded and the motion carried.

VENTILEX USA
Alexis said TIRC had agreed to discontinue this agreement last year since the company had sought other options. Since that time, the company sold the property in late 2016 and maintains an operation on this site. The agreement expires in 2019. Staff recommends continuing the agreement. Dora Bronston moved to continue the agreement. Jake Burton seconded and the motion carried.
NTE Ohio LLC
Alexis introduced this new agreement. The facility broke ground on their project in 2015 and are on schedule. The project has created approximately $6,597 million in payroll and over 200 construction jobs in 2016. The project has generated $115,459 in income tax for the City. Staff recommends continuing the agreement. Randy Bertram moved to continue this agreement. Julie Lepsky seconded and the motion carried.

WARREN COUNTY ENTERPRISE ZONE AGREEMENTS

PAYCHEX/ EAST POINTE
Alexis said Paychex exceeded their $6.9 million commitment and invested $7.1 million. Their staff level is 125 where 131 were committed. Although the company is six positions short of their commitment, they still qualify for the 75% level of abatement based on the City’s guidelines. Staff recommends continuing the agreement. Ron Carter moved to continue this agreement. Dora Bronston seconded and the motion carried.

PLEDGER ORTHOPAEDIC LLC
Alexis said the company exceeded their commitment. They currently employ 22 where 17 was committed. Staff recommends continuing the agreement. Tom Brickey moved to continue the agreement. Jake Burton seconded and the motion carried.

BUTLER COUNTY TIF DISTRICTS

DOWNTOWN IMPROVEMENT TIF DISTRICT
Alexis reported the Downtown TIF received $10,589 in revenue and the expenses were $15,000. The current balance is $11,647. Staff recommends continuing the agreement. Dora Bronston moved to continue. Julie Lepsky seconded and the motion carried.

AERONCA TIF DISTRICT
Alexis reported there was no activity for this TIF in 2016 so the balance remains at $4,423. Staff recommends to continuing the agreement. Randy Bertram moved to continue the agreement. Jake Burton seconded and the motion carried.

AIRPORT/RIVERFRONT TIF DISTRICT
Alexis reported that $987 was deposited in 2016 and there were no expenses. The balance is $7,838. Staff recommends to continuing the agreement. Julie Lepsky moved to continue the agreement. Randy Bertram seconded and the motion carried.

MADE TIF DISTRICT
Alexis said there was $70 deposited into the Fund and there were no expenses in 2016. The current balance is $1,234. Staff recommends to continue the agreement. Ron Carter moved to continue the agreement. Jake Burton seconded and the motion carried.
MILLER ROAD NORTH DISTRICT RID
Alexis reported the revenue of $8,847 was deposited in 2016 with no expenses. The balance is $82,043. Staff recommends continuing the agreement. Randy Bertram moved to continue the agreement. Julie Lepsky seconded and the motion carried.

MILLER ROAD SOUTH DISTRICT RID
Alexis said there has been no action in this RID to date. Staff recommends continuing the agreement. Julie Lepsky moved to continue the agreement. Dora Bronston seconded and the motion carried.

GREENTREE INDUSTRIAL TIF DISTRICT
Alexis reported this is a portion of Greentree Industrial Park including 3415 Emerald Way which is undeveloped land. Improvements includes Cincinnati-Dayton Road. There were $42,447 in revenue in 2016 and no expenses. The current balance is $253,195. Staff recommends continuing the agreement. Dora Bronston moved to continue the agreement. Matt Eisenbraun seconded and the motion carried.

MIDDLETOWN COKE TIF DISTRICT
Alexis said these are parcels along Yankee Road include Suncoke, Quaker Chemical, and Pilot Chemical parcels. The 2015 revenue totaled $270 in 2016 and there were no expenses. The current is $23,314. Staff recommends continuing the agreement.

WARREN COUNTY TIF DISTRICTS
EAST END (S. TOWNE BLVD.) TIF DISTRICT
Alexis reported that $415,063 was deposited into the TIF fund in 2016 and the expenses were $411,138. The current balance is $284,458. Staff recommends continuing the agreement. Dora Bronston moved to continue the agreement. Ron Carter seconded and the motion carried.

TOWNE MALL/HOSPITAL TIF DISTRICT
Alexis reported the revenue was $588,138 in 2016 and the expenses totaled $580,331. The current balance is $164,738. Staff recommends continuing the agreement. Jake Burton moved to continue the agreement. Ron Carter seconded and the motion carried.

MANCHESTER RID DISTRICT (WARREN)
Alexis reported there were no revenues or expenses in 2016. The balance remains $378. Staff recommends continuing the agreement. Matt Eisenbraun moved to continue the agreement. Randy Bertram seconded and the motion carried.

SAYWER'S MILL RID DISTRICT
Alexis noted there has been no activity at this time. Staff recommends continuing the agreement. Jake Burton moved to continue the agreement. Tom Brickey seconded and the motion carried.
RENAISSANCE NORTH RID DISTRICT
Alexis noted that revenues for 2016 were $255,570 and expenses were $233,390. She said the balance is $98,367. Staff recommends continuing the agreement. Randy Bertram moved to continue the agreement. Matt Eisenbraun seconded and the motion carried.

RENAISSANCE SOUTH RID DISTRICT
Alexis noted the revenue for 2016 was $201,980 and the expenses totaled $194,065. The ending balance is $151,780 for Renaissance South. Staff recommends continuing the agreement. Ron Carter moved to continue the agreement. Tom Brickey seconded and the motion carried.

ADJOURNMENT
With no further comments Dora Bronston moved to adjourn. Randy Bertram seconded. The meeting adjourned at 2:28pm. Alexis thanked everyone for attending.
DATE: June 5, 2018

TO: Douglas Adkins, City Manager

FROM: Alexis Fitzsimmons, Assistant Economic Development Director

PURPOSE

The purpose of this report is to provide City Council with the recommendations of the Tax Incentive Review Council (TIRC) regarding the performance of tax incentives during the 2017 calendar year.

BACKGROUND AND FINDINGS

Ohio Revised Code Section 5709.85 requires that the legislative authority of a city that grants tax exemptions create a TIRC. The purpose of this body is to review the status and performance of all agreements granting exemption from property taxation and all tax increment financing (TIF) districts, as of the end of the previous year. On the basis of this review, the TIRC must submit to City Council written recommendations for continuation, modification, or cancellation of each agreement or zone. The TIRC typically meets once a year to perform these tasks with the most recent meeting being April 27, 2018. The TIRC membership includes County Auditors, representatives of affected school districts, City of Middletown staff, elected officials, and interested citizens.

The TIRC reviewed all Tax Increment Financing (TIF) Districts, Enterprise Zones (EZ), and Community Reinvestment Area (CRA) Agreements.

The TIRC Voted and recommends continuing eight agreements for the following companies: Akers, Compartir/Pac National, Middletown Coke (Suncoke), Quaker Chemical, Pilot Chemical, Paychex/ East Pointe, Pledger, NTE Ohio, Steam Systems, and Ventilex

The TIRC Voted and recommends continuing seven CRA Agreements for the following companies: Liberty Spirits, Sorg Mansion, Torchlight Pass, Goetz Tower, BMW Motorcycles of Greater Cincinnati, Simon CRE/O’Reilly Auto Parts, and Lydia & Richard Montgomery.

The TIRC recommends continuing all other TIF districts currently in effect, this includes: Aeronca, Airport/Riverfront, MADE, Downtown, Miller Rd. North RID, Miller Rd. South RID, Greentree Industrial, Middletown Coke, E. End/S. Town Blvd., Town Mall/Hospital, Manchester Rd. RID, Renaissance North RID, and Renaissance South RID.

ALTERNATIVES

Alternatives include the following:

1. Accept the recommendations of the TIRC.
2. Do not accept the recommendations of the TIRC. City Council must recommend to continue, amend, or cancel abatements and/or TIF districts.

FINANCIAL IMPACTS

There are no financial impacts from the recommendations of the TIRC committee.

EMERGENCY/NON EMERGENCY

Non-Emergency - The receiving and filing and acceptance of TIRC recommendations by City Council will be by motion.

Attachments

2018 Middletown TIRC Report; Minutes from the April 27, 2018 meeting of the TIRC
## City of Middletown 2018 Tax Incentive Review

### Enterprise Zone Agreements

#### Project Status for Year Ending 12/31/17

<table>
<thead>
<tr>
<th>Project</th>
<th>Investment Committed (Millions)</th>
<th>Investment Actual (Millions)</th>
<th>Total Committed New Positions</th>
<th>Total Actual Positions 12/31/17</th>
<th>EZ Agree. Retained Positions</th>
<th>Created Positions To Date</th>
<th>New Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Butler County</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Akers</td>
<td>$15.0</td>
<td>$27.4</td>
<td>177</td>
<td>173</td>
<td>150</td>
<td>23</td>
<td>$707,200</td>
</tr>
<tr>
<td>Compartir/Pac National</td>
<td>$15.1</td>
<td>$36.9</td>
<td>207</td>
<td>366</td>
<td>157</td>
<td>209</td>
<td>$8,589,031</td>
</tr>
<tr>
<td>Middletown Coke, LLC</td>
<td>$354.1</td>
<td>$417.96</td>
<td>75</td>
<td>90</td>
<td>0</td>
<td>90</td>
<td>$7,626,479</td>
</tr>
<tr>
<td>Pilot Chemical</td>
<td>$32.5</td>
<td>$20.9</td>
<td>15</td>
<td>57</td>
<td>46</td>
<td>10</td>
<td>$691,377</td>
</tr>
<tr>
<td>Quaker Chemical</td>
<td>$20.0</td>
<td>$20.0</td>
<td>77</td>
<td>77</td>
<td>37</td>
<td>38</td>
<td>$1,682,099</td>
</tr>
<tr>
<td>Steam Systems, Inc.</td>
<td>$0.35</td>
<td>$0.35</td>
<td>5</td>
<td>24</td>
<td>16</td>
<td>8</td>
<td>$285,812</td>
</tr>
<tr>
<td>Ventilex</td>
<td>$0.9</td>
<td>$0.85</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>NTE Ohio, LLC</td>
<td>$475</td>
<td>TBD</td>
<td>25</td>
<td>620</td>
<td>0</td>
<td>620</td>
<td>$18,250,000</td>
</tr>
<tr>
<td>OPUS Development Group</td>
<td>$12.0-$21.0</td>
<td>June Groundbreaking</td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$4,000,000 Committed</td>
</tr>
<tr>
<td><strong>Warren County</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paychex/East Pointe</td>
<td>$6.9</td>
<td>$7.1</td>
<td>131</td>
<td>140</td>
<td>All Positions new to Middletown</td>
<td>140</td>
<td>$5,928,184</td>
</tr>
<tr>
<td>Pledger Orthopedic</td>
<td>$2.0</td>
<td>$2.4</td>
<td>17</td>
<td>22</td>
<td>10</td>
<td>12</td>
<td>$753,558</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$933.85-942.85</td>
<td>$533.86</td>
<td>900</td>
<td>1,574</td>
<td>421</td>
<td>1,528</td>
<td>$48,513,740</td>
</tr>
</tbody>
</table>

---

1
# BUTLER COUNTY ENTERPRISE ZONES

## Akers Enterprise Zone Agreement

<table>
<thead>
<tr>
<th>Contact:</th>
<th>Phyllis McClory, Bill Akers</th>
<th>Date of Execution:</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term:</td>
<td>10-years</td>
<td>Amendments:</td>
<td>None</td>
</tr>
<tr>
<td>Expiration:</td>
<td>2025</td>
<td>Investment committed:</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>Personal Prop. Abatement</td>
<td>N/A</td>
<td>Real Property abatement:</td>
<td>75%</td>
</tr>
<tr>
<td>Investment in PP:</td>
<td>$14,827,897</td>
<td>Investment in RP:</td>
<td>$13,991,374</td>
</tr>
<tr>
<td>RP Taxes Paid:</td>
<td>$109,625</td>
<td>RP Taxes Abated:</td>
<td>$66,090</td>
</tr>
<tr>
<td>Cumulative RPT Paid:</td>
<td>$219,413</td>
<td>Cumulative RPT Abated:</td>
<td>$116,487</td>
</tr>
<tr>
<td>Employment:</td>
<td>173</td>
<td>Jobs created:</td>
<td>23</td>
</tr>
<tr>
<td>New Jobs Commitment</td>
<td>27</td>
<td>New Payroll:</td>
<td>$707,200</td>
</tr>
<tr>
<td>Retained Jobs Commitment</td>
<td>150</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:

Agreement was created in 2012 for an expansion of their facility. They have invested a total of $36,819,271, which is over and above their initial commitment of $15,000,000. They are just shy of their job commitment number; however, they have created 90% of the positions promised, which is within the acceptable range of 75% of the total commitment per the Enterprise Zone Agreement.

They have moved to a temp to hire model to fill empty positions and employment is steady even though they are continuing to invest in their facility, the new investments bring new efficiency which allows them to ramp up production with the same number of employees.

### Recommendation: CONTINUE
Compartir/Pac National Enterprise Zone Agreement

<table>
<thead>
<tr>
<th>Contact: Ryan Jones</th>
<th>Date of Execution:</th>
<th>5/7/2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term:</td>
<td>10-years</td>
<td></td>
</tr>
<tr>
<td>Expiration:</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Pers. Property Abatement:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Amendments:</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Investment committed:</td>
<td>$15,100,000</td>
<td></td>
</tr>
<tr>
<td>Real Property Abatement:</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td>Investment in PP:</td>
<td>$32,108,000</td>
<td></td>
</tr>
<tr>
<td>RP Taxes Paid:</td>
<td>$131,318</td>
<td></td>
</tr>
<tr>
<td>Cumulative RPT Paid;</td>
<td>$893,296</td>
<td></td>
</tr>
<tr>
<td>Investment in RP:</td>
<td>$14,572,000</td>
<td></td>
</tr>
<tr>
<td>RP Taxes Abated:</td>
<td>$396,682</td>
<td></td>
</tr>
<tr>
<td>Cumulative RPT Abated:</td>
<td>$2,090,411</td>
<td></td>
</tr>
<tr>
<td>Employment:</td>
<td>366</td>
<td></td>
</tr>
<tr>
<td>Jobs Created:</td>
<td>209</td>
<td></td>
</tr>
<tr>
<td>Retained Jobs Commitment:</td>
<td>157</td>
<td></td>
</tr>
<tr>
<td>New Jobs Commitment:</td>
<td>207</td>
<td></td>
</tr>
<tr>
<td>Payroll:</td>
<td>$8,589,031</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
Agreement was created for construction of 350,000 square foot facility. Pac is now Middletown’s second largest industrial company based on number of employees. Since the creation of agreement, an additional division was moved to Middletown at the site. Pac continues to explore growth opportunities and has purchased additional machinery to add product lines and capability. This new capacity has filled ‘future expansion capacity’ built into their facility when constructed. They have exceeded all investment and employment commitments.

This year the company is planning to add new equipment to one of their facilities; Middletown, Pennsylvania, or Arizona. This investment has the opportunity to add more production employees and support staff. The company has moved to a temp to hire model to fill their entry level positions. Including temporary staff they have over 400 employees on site. Most of their employees live in the Middletown and Franklin area.

Recommendation: CONTINUE
City of Middletown 2018 Tax Incentive Review

**Middletown Coke Company, LLC**

<table>
<thead>
<tr>
<th>Contact: Bill Lias</th>
<th>Date of Execution: 9/18/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term: 10-years</td>
<td>Amendments: 2010</td>
</tr>
<tr>
<td>Expiration: 2020</td>
<td>Investment commitment: $354,100,000</td>
</tr>
<tr>
<td>Personal Prop. Abatement: N/A</td>
<td>Real Property Abatement: 50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Investment PP: $403,357,733</th>
<th>Investment RP: $14,664,159</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative RPT Paid: $1,339,692</td>
<td>Cumulative RPT Abated: $95,598</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employment: 90</th>
<th>Jobs created: 90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment: 75</td>
<td>Payroll: $7,626,479</td>
</tr>
<tr>
<td>Retained Jobs Commitment: 0</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
Agreement was established for construction of new coke plant to supply AK Steel.

Agreement was modified in 2010 to reflect revised construction timeframe and higher hiring projection. Company started re-organization legal work in 2012 to separate the co-gen facility into a new entity. The paperwork was finalized in 2013 to execute a partial assignment of the agreement from Middletown Coke Company, LLC to Middletown Cogeneration Company, LLC. The assignment transferred a portion of the assets (relating to co-generation). Their investment and employment exceed expectations.

**Recommendation:** CONTINUE
Pilot Chemical Company of Ohio Enterprise Zone Agreement

Contact: Mike Bizzarro  Date of Execution: 2012

Term: 10-years  Amendments: 2013
Expiration: 2025  Investment Commitment: $32,500,000
Personal Prop. Abatement: N/A  Real Property Abatement: 65%

Investment PP: $16,816,000  Investment RP: $5,622,404
RP Taxes Paid: $54,260  RP Taxes Abated: $14,310
Cumulative RPT Paid: $236,005  Cumulative RPT Abated: $28,621

Employment: 56  Jobs Created: 10
Commitment: 15  Payroll: $691,377
Retained Jobs Commitment 46

Notes:
Agreement was established to expand the existing facility in order to maximize inventory control and enhance response to customer demand. Pilot built a second rail spur as part of their expansion. Pilot’s business model includes ongoing research to create new chemical materials for consumer products, and growth by acquisition. 2013 Amendment changed language of ‘schedule for new employment’. Pilot currently is advertising to fill open positions.

In 2017 they reworked their maintenance division which created two new positions they looking to hire: Maintenance Engineer and Maintenance Supervisor. In addition, they have four other existing vacant positions they need filled. The company has 27 more acres on site to expand when/if needed

Recommendation: CONTINUE
**Quaker Chemical Enterprise Zone Agreement**

<table>
<thead>
<tr>
<th>Contact: Craig Hladik</th>
<th>Date of Execution: 5/12/2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term: 10-years</td>
<td>Amendments: None</td>
</tr>
<tr>
<td>Expiration: 2020</td>
<td>Investment commitment: $20,000,000</td>
</tr>
<tr>
<td>Personal Prop. Abatement: N/A</td>
<td>Real Property abatement: 75%</td>
</tr>
<tr>
<td>Investment PP: $17,400,000</td>
<td>Investment RP: $2,600,000</td>
</tr>
<tr>
<td>RP Taxes Paid: $28,742</td>
<td>RP Taxes Abated: $8,919</td>
</tr>
<tr>
<td>Cumulative RPT Paid: $177,739</td>
<td>Cumulative RPT Abated: $53,659</td>
</tr>
<tr>
<td>Employment: 77</td>
<td>Jobs Created: 38</td>
</tr>
<tr>
<td>New Jobs Commitment: 40</td>
<td>Payroll: $1,682,099</td>
</tr>
<tr>
<td>Retained Jobs Commitment: 37</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
Agreement was established to expand the existing facility. The expansion project has been completed and facility continues to become more integrated into the corporate infrastructure. Quaker has purchased additional available land adjacent to their current property to retain the opportunity to expand further.

The company recently added a 55,000 sq./ft. warehouse across the street and are still investing in the Middletown facility to modernize plant operations.

**Recommendation:** CONTINUE
City of Middletown 2018 Tax Incentive Review

Steam Systems

Contact: Mark Franks  Date of Execution: 12/31/10
Term: 10-years  Amendments: 2013
Expiration: 2022  Investment Commitment: $350,000
Personal Prop. Abatement: N/A  Real Property abatement: 75%

Investment in PP: N/A  Investment in RP: $350,000
RP Taxes Paid: $16,186  RP Taxes Abated: $2,575
Cumulative RP Paid: $81,140  Cumulative RP Abated: $7,799

Employment: 24  Jobs Created: 8
New Jobs Commitment: 5 (4FT/1PT)  Payroll: $285,812
Retained Jobs Commitment: 16

Notes:
Abatement applies to a 5,000 square foot expansion of the Steam Systems building. Company continues to grow and is expanding again. 2013 Amendment included additional investment of $200,000 for a total of $350,000 and an additional four new jobs created. Majority of new hiring was during the fourth quarter of 2013.

In late 2017, the operating structure of Steam Systems changed. The service side of the business was purchased by Kadant (https://www.kadant.com/en-us/home) and Steam Systems changed names to SSI Fabricated. All operations are still maintained in the same place. This year we will work to update the agreement to reflect the organization’s changes as needed.

Recommendation: CONTINUE
Ventilex USA Enterprise Zone Agreement

Contact: Irwin Boschman  
Date of Execution: 8/21/2007  
Amended Start Date: 12/31/2009

Length: 10-years  
Amended Expiration: 2019  
Investment Commitment: $900,000  
Investment PP: $64,443

Personal Prop. Abatement: N/A  
Real Property: 40%  
Investment RP: $790,660

RP Taxes Paid: $12,685  
RP Taxes Abated: $2,710  
Cumulative RP Paid: $89,638

Cumulative RP Abated: $32,302

Employment: 5  
Jobs Created: 0  
Commitment: Retain 5  
New Payroll: $0

Notes:
Agreement was created to construct 10,000 square foot building for international company to create a North American operation located in Middletown. EZ abatement level was reduced to 40% in 2010 based on reduced hiring projections. The company has not accomplished what it committed to do in the Original Enterprise Zone Agreement; however based on the terms of the amended agreement passes in 2010, the company is in compliance. A copy of the amendment and legislation is included in this packet for reference. The company sold the property at the end of 2016, but still maintains an operation on the project site.

The ownership of the property that Ventilex occupies changed to KP Properties of Ohio LLC. In 2018, we will be working this year to update the EZ agreement as needed to reflect the current ownership/operation.

Recommendation: CONTINUE
### NTE Ohio LLC

**Contact:** Tim Eves  
**Date of Execution:** 8/21/2015  
**Length:** 10-years  
**Expiration:** 2029  
**Personal Prop. Abatement:** N/A  
**Amendments:** 2010  
**Investment Commitment:** $475,000,000  
**Real Property:** 75%  
**Investment PP:** $0  
**RP Taxes Paid:** $34,048.22  
**Cumulative RP Paid:** $54,624.69  
**RP Taxes Abated:** $0  
**Cumulative RP Abated:** $0  
**Investment RP:** $475,000,000  
**Construction Jobs:** 600+  
**Full Time Permanent:** 20  
**Est. New Payroll:** $16,101,000  
**Full Time Perm. Payroll:** $2,150,000

#### Notes:
NTE Ohio, LLC broke ground on their project in 2015 and are on schedule to be completed and online June 1, 2018. The project has created approximately $16 million in payroll and over 600 construction jobs in 2017. This has generated more than $280,000 in income tax for the City of Middletown and we anticipate a payment to the Middletown City Schools of approximately $140,000 due construction activities.

The company has already hired its full time permanent staff of 20 people with a payroll of $2,150,000. In our visit with them recently they praised the quality and availability of their needed skills in our available workforce. They are very happy with the team they were able to build to run the operation once construction operations are complete.

**Recommendation:** CONTINUE
City of Middletown 2018 Tax Incentive Review

**OPUS Development Group**

<table>
<thead>
<tr>
<th>Contact: Doug Swain, Stephanie Chitwood</th>
<th>Date of Execution: January 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abatement: 100%</td>
<td>Start Date: January 2019</td>
</tr>
<tr>
<td>Length: 15-years</td>
<td>Amendments: None</td>
</tr>
<tr>
<td>Personal Prop. Abatement: N/A</td>
<td>Investment Commitment: $12-21 Million</td>
</tr>
<tr>
<td></td>
<td>Real Property: 100%</td>
</tr>
<tr>
<td>Investment PP: TBD</td>
<td>Investment RP: TBD</td>
</tr>
<tr>
<td>RP Taxes Paid: $0</td>
<td>RP Taxes Abated: $0</td>
</tr>
<tr>
<td>Cumulative RP Paid: $0</td>
<td>Cumulative RP Abated: $0</td>
</tr>
<tr>
<td>Employment: 0</td>
<td>Commitment: 150</td>
</tr>
<tr>
<td>Jobs Created: 0</td>
<td>New Payroll: $4,000,000</td>
</tr>
</tbody>
</table>

**Notes:**

The City of Middletown has worked with the OPUS group to provide a tax abatement for a 35 acre parcel in the MADE Industrial park for the development of a 400,000 square foot building speculative development. It is estimated that the structure will require an investment between $12 and $21 million and create 150 full time equivalent jobs with $4,000,000 in new payroll. There had not been an end user identified yet. The company will break ground on the facility in mid-June 2018.
### WARREN COUNTY ENTERPRISE ZONES

**Paychex North America and Neyer East Pointe 200 LLC**

- **Contact:** David Martin
- **Date of Execution:** 2/26/08
- **Term:** 10-years
- **Expiration:** 2019
- **Personal Prop. Abatement:** N/A
- **Investment Committed:** $6,920,000
- **Real Property Abatement:** 75%
- **Investment in PP:** N/A
- **Investment in RP:** $7,056,766
- **RP Taxes Paid:** $31,378
- **RP Taxes Abated:** $78,466
- **Cumulative RPT Paid:** $196,336
- **Cumulative RPT Abated:** $458,955
- **Employment:** 140
- **Jobs Created:** 140
- **Commitment:** 131
- **Payroll:** $5,928,184

*all positions are new to Middletown

**Notes:**

Agreement was created jointly with the developer/builder (Al Neyer, Inc.) and Paychex North America to construct 50,000 square foot LEED certified office building. Construction is complete and investment meets expectations. Al Neyer sold the building to East Pointe 200 Office Equities, LLC in 2012 and consequently the agreement was modified to reflect the new owner.

Though the company is six positions short of their commitment, the project does continue to qualify for the 75% level of abatement based on the City’s guidelines for project investment, jobs, and payroll. It also qualifies per state requirements: minimum of 75% of employment commitment must be maintained.

The numbers illustrated are only reflective of the Paychex and Casper & Casper Law Firm operations. The dentist office operating on site contributes to the payroll and employment numbers but they were not able to be obtained.

**Recommendation:** CONTINUE
Pledger Orthopedic LLC, Total Therapy Solutions, Allman Chiropractic, Renaissance Medical LLC

Contact: Anthony Maritato
Date of Execution: 5/19/2009

Term: 10 years
Expiration: 12/31/2020
Personal Prop. Abatement: N/A

Investment in PP: $422,131
RP Taxes Paid: $29,212
Cumulative RPT Paid: $149,284

Investment in RP: $1,990,221
RP Taxes Abated: $8,433
Cumulative RPT Abated: $43,339

Employment: 22
Commitment: 17

Investment Committed: $2,015,250
Personal Prop. Abatement: N/A
Real Property Abatement: 60%

Notes:
The agreement was created to finish out a 10,000 square foot office condominium building with a quality medical tenant finish. The LLC was purchasing the shell building and adding the interior improvements. The purpose of the new venture was to include physical therapy and pain treatment.

On June 1, 2011, Dr. Pledger’s practice was sold to Health Specialists of Dayton, doing business as Pledger Orthopedic Spine Center and Associates. This is part of Premier Health Partners (owner of Atrium). Subsequently, the name was changed to Premier Health Specialist’s dba Pledger Orthopedic and Spine Center.

Dr. Allman (chiropractor) separated from the group but remains located in the building with two staff. Tony Maritato and his staff also separated but remained in the building as Total Therapy Solutions. His practice has grown from 3.5 to seven. He is now controlling owner of the LLC owning the building (Renaissance Medical Group LLC). The agreement was modified to reflect all of the entities in the building.

Recommendation: CONTINUE
## City of Middletown 2018 Tax Incentive Review

### Community Reinvestment Area (CRA) – Butler County

<table>
<thead>
<tr>
<th>Project Name &amp; Notes</th>
<th>Rate &amp; Term</th>
<th>New Jobs</th>
<th>Actual Created</th>
<th>Retained Jobs</th>
<th>Actual Retained</th>
<th>Payroll Commitment</th>
<th>Actual Payroll</th>
<th>Investment Commitment</th>
<th>Actual Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty Spirits</td>
<td>100%, 12 years</td>
<td>4</td>
<td>1</td>
<td>0 - all are new</td>
<td>0 - all are new</td>
<td>$80,000</td>
<td>0 – Owner did not take a salary</td>
<td>$300,000</td>
<td>$400,000</td>
</tr>
<tr>
<td>Sorg Mansion-Project Still Under Construction</td>
<td>100%, 15 years</td>
<td>4</td>
<td>0 – 60 months</td>
<td>0 - all are new</td>
<td>0 - all are new</td>
<td>$183,040</td>
<td>0</td>
<td>$1,725,000</td>
<td>$846,305</td>
</tr>
<tr>
<td>Torchlight Pass</td>
<td>100%, 12 years</td>
<td>9FT/32PT</td>
<td>45</td>
<td>0 all are new</td>
<td>0 all are new</td>
<td>$880,000</td>
<td>$874,943</td>
<td>$605,000</td>
<td>$989,832</td>
</tr>
<tr>
<td>Goetz Tower-Project Still Under Construction</td>
<td>100%, 12 years</td>
<td>4</td>
<td>0</td>
<td>0 - all are new</td>
<td>0 - all are new</td>
<td>$80,000</td>
<td>$30,778 – Construction Payroll Only</td>
<td>$3,000,000</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>BMW Motorcycles of Greater Cincinnati</td>
<td>100%, 12 years</td>
<td>12FT/1PT</td>
<td>0</td>
<td>0 - all are new</td>
<td>0 - all are new</td>
<td>$375,000</td>
<td>TBD</td>
<td>$1,273,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Simon CRE/O’Reilly Auto Parts- Building is still under construction, will be opening soon</td>
<td>100%, 15 years</td>
<td>7FT/SPT</td>
<td>0</td>
<td>0 - all are new</td>
<td>0 - all are new</td>
<td>$273,000</td>
<td>$116,225 – Construction Payroll Only</td>
<td>$1,950,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Lydia &amp; Richard Montgomery- (Residence &amp; Business)</td>
<td>100%, 12 year</td>
<td>1</td>
<td>1</td>
<td>0 – all are new</td>
<td>0 - all are new</td>
<td>Spoken Bicycles Owner did not take a Salary this year</td>
<td>0 -Spoken Bicycles Owner did not take a Salary this year</td>
<td>$180,000</td>
<td>$187,000</td>
</tr>
<tr>
<td>Totals:</td>
<td>41FT/38PT</td>
<td>47</td>
<td>0</td>
<td>0</td>
<td>$1,871,040</td>
<td>$1,021,946</td>
<td>$9,033,000</td>
<td>$3,923,137</td>
<td></td>
</tr>
</tbody>
</table>
City of Middletown
Tax Increment Financing Agreements
Project Status for Year Ending 12/31/17

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler</td>
<td>DOWNTOWN</td>
<td>$ 11,647</td>
<td>$ 8,041</td>
<td>$ 10,000</td>
<td>$ 208,548</td>
<td>$ 9,508</td>
<td>$ 216,842</td>
</tr>
<tr>
<td>Butler</td>
<td>AERONCA</td>
<td>$ 4,423</td>
<td>$ 35.00</td>
<td>$ 0</td>
<td>$ 4,423</td>
<td>$ 0</td>
<td>$ 4,423</td>
</tr>
<tr>
<td>Butler</td>
<td>AIRPORT/RIVERFRONT</td>
<td>$ 7,838</td>
<td>$ 964</td>
<td>$ 0</td>
<td>$ 10,690</td>
<td>$ 1,882</td>
<td>$ 8,803</td>
</tr>
<tr>
<td>Butler</td>
<td>MADE</td>
<td>$ 1,234</td>
<td>$ 35</td>
<td>$ 0</td>
<td>$ 1,269</td>
<td>$ 0</td>
<td>$ 1,269</td>
</tr>
<tr>
<td>Butler</td>
<td>MILLER RD NORTH RID</td>
<td>$ 82,043</td>
<td>$ 8,865</td>
<td>$ 0</td>
<td>$ 113,343</td>
<td>$ 22,435</td>
<td>$ 90,908</td>
</tr>
<tr>
<td>Butler</td>
<td>MILLER RD SOUTH RID</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
</tr>
<tr>
<td>Butler</td>
<td>GREENTREE INDUSTRIAL</td>
<td>$ 253,195</td>
<td>$ 48,146</td>
<td>$ 0</td>
<td>$ 301,341</td>
<td>$ 0</td>
<td>$ 301,341</td>
</tr>
<tr>
<td>Butler</td>
<td>MIDDLETOWN COKE</td>
<td>$ 23,314</td>
<td>$ 257</td>
<td>$ 0</td>
<td>$ 23,571</td>
<td>$ 0</td>
<td>$ 23,571</td>
</tr>
<tr>
<td>Warren</td>
<td>MANCHESTER ROAD RID</td>
<td>$ 378</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 1,190</td>
<td>$ 812</td>
<td>$ 378</td>
</tr>
<tr>
<td>Warren</td>
<td>RENAISSANCE NORTH RID</td>
<td>$ 98,367</td>
<td>$ 250,423</td>
<td>$ 244,934</td>
<td>$ 1,727,964</td>
<td>$ 1,631,142</td>
<td>$ 103,856</td>
</tr>
<tr>
<td>Warren</td>
<td>RENAISSANCE SOUTH RID</td>
<td>$ 151,780</td>
<td>$ 224,108</td>
<td>$ 168,162</td>
<td>$ 1,125,491</td>
<td>$ 926,766</td>
<td>$ 207,726</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>$ 1,474,694</td>
<td>$ 1,464,955</td>
<td>$ 11,586,021</td>
<td>$ 10,641,026</td>
<td></td>
</tr>
</tbody>
</table>

Total Reimbursement to Schools since 2008 -- $5,428,066
Total Debt Service Paid since 2008 -- $3,691,894
BUTLER COUNTY TIF DISTRICTS

Downtown TIF District

Description: Parcels north and south of Central from Main Street to University Boulevard.

Date of Execution: 6/6/2000  Length: 20 years
Schools Harmless: No  Amendments: No
Real Property: 50%

Recommendation: CONTINUE

Aeronca TIF District

Description: 18 acres of land adjacent to Aeronca that were remediated through Clean Ohio Revitalization Fund. Remediation is completed.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE

Airport/Riverfront TIF District

Description: The area surrounding Middletown Regional Airport and also a portion of downtown west of Main Street including Wausau Paper.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE
MADE TIF District

Description: Two Magnode farm land parcels (CAUF), MADE owned parcels, and excess land owned by Worthington Steel.

- Date of Execution: 12/20/2005
- Schools Harmless: Yes
- Real Property: 100%
- Length: 30 years
- Amendments: No

Recommendation: CONTINUE

Miller Road North RID District

Description: Residential area around northern portion of Miller Road.

- Date of Execution: 12/20/2005
- Schools Harmless: Yes
- Real Property: 100%
- Length: 30 years
- Amendments: No

Recommendation: CONTINUE

Miller Road South RID District

Description: Residential area around south Miller Road.

- Date of Execution: 12/20/2005
- Schools Harmless: Yes
- Real Property: 100%
- Length: 30 years
- Amendments: No

Recommendation: CONTINUE

Greentree TIF District

Description: A portion of Greentree Industrial Park including Pac Worldwide, 3415 Emerald Way, and undeveloped land.

- Date of Execution: 12/20/2005
- Schools Harmless: Yes
- Real Property: 100%
- Length: 30 years
- Amendments: No

Recommendation: CONTINUE
City of Middletown 2018 Tax Incentive Review

Middletown Coke TIF District

Description: parcels along Yankee Road including Middletown Coke parcels, Quaker Chemical, Pilot Chemical.

Date of Execution: 4/21/2009  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE
WARREN COUNTY TIF DISTRICTS

East End (South Towne Boulevard) TIF District

Description: parcels along South Towne Blvd including Wal-Mart.

Date of Execution: 6/6/2000  Length: 20 years
Schools Harmless: No  Amendments: No
Real Property: 66%

Recommendation: CONTINUE

Towne Mall/Hospital TIF District

Description: Towne Mall area and commercial/hospital development area in East Renaissance District.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE

Manchester Road RID District

Description: 55 acres of residential land south of Manchester at Autumn Road.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE

Renaissance North RID District

Description: Renaissance residential area south of SR 122.

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE
Renaissance South RID District

Description: Renaissance residential area closest to Hendrickson Road;

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE

Sawyer’s Mill RID District

Description: Residential area west of Dixie Highway north of Manchester;

Date of Execution: 12/20/2005  Length: 30 years
Schools Harmless: Yes  Amendments: No
Real Property: 100%

Recommendation: CONTINUE
TAX INCENTIVE REVIEW COUNCIL
City of Middletown Annual Review of Enterprise Zone Agreements,
Tax Increment Financing (TIF) Districts, and Community Reinvestment Areas
Reporting Year 2017

Friday, April 27, 2018
2:00 P.M.
CITY COUNCIL CHAMBER

MEMBERS PRESENT
JULIE LEPSKY, Butler County Deputy Auditor
RANDY BERTRAM, Middletown City Schools Treasurer
PAUL CARPENTER, Butler Tech CFO
MATT NOLAN, Warren County Auditor
CATHY McMONIGLE, Warren County Career Center
TOM BRICKEY, Middletown Resident
LARRY MULLIGAN, Middletown City Council Representative
DOUG ADKINS, City Manager
JENNIFER EKEY, sitting in for JACOB BURTON, Finance Director

MEMBERS ABSENT
RON CARTER, Middletown Resident
YOLANDA JUNIOR, Middletown Resident
JANA BELLAMY, Franklin City Schools Treasurer
ERIC SOTZING, Lebanon City Schools Treasurer

STAFF MEMBERS PRESENT
ALEXIS FITZSIMMONS, Assistant Economic Development Director
DEBBIE GARITSON, Economic Development Administrative Assistant

CALL TO ORDER AND INTRODUCTIONS
Alexis Fitzsimmons welcomed everyone to the annual meeting and asked that the roll be called.

MINUTES
April 13, 2017

Alexis asked for a motion to approve the minutes from 2017. Tom Brickey moved to approve the minutes. Doug Adkins seconded and the motion carried unanimously.

ANNUAL REVIEW OF ENTERPRISE ZONE AGREEMENTS
Alexis will describe the status of Enterprise Zone tax abatement agreements individually within the City of Middletown as of 12/31/17. The voting will take place at the end of each group of incentives.
BUTLER COUNTY ENTERPRISE ZONE AGREEMENTS

AKERS PACKAGING
Alexis reported Akers has made a commitment to Middletown for a $15 million investment to their plant. The actual total was $27.4 million. Employment is 173 where 177 was committed. Staff recommends continuing the agreement.

COMPARTIR/ PAC WORLDWIDE
Alexis said PAC’s investment commitment was $15.1 million and the actual is $36.9 million. They committed to 207 employees and currently have 366. Staff recommends continuing the agreement.

MIDDLETOWN COKE
Alexis reported the company had exceeded their investment and employment commitment. The company committed to $354.1 million investment and the actual amount is $417.96 million. They have 90 employees and had committed to 75. The company continues to grow. Staff recommends continuing the agreement.

PILOT CHEMICAL
Alexis said $32.5 million is to be invested during the 10 year agreement. The total investment is $220.9 million in upgrades and infrastructure. They committed to 15 employees and currently have 57. Staff recommends continuing the agreement.

QUAKER CHEMICAL
Alexis reported the $20 million investment commitment was met as well as their employment commitment of 77. Staff recommends continuing the agreement.

STEAM SYSTEMS
Alexis said the company met their commitment of $.35 million. They have 24 employees where they committed to 5. Staff recommends continuing the agreement. Alexis noted that the service side of the business was purchased by Kadant and Steam Systems changed names to SSI Fabricated. All operations are still maintained in the same place. Staff will work this year to update the agreement to reflect the organization’s changes as needed. Staff recommends continuing the agreement.

VENTILEX USA
Alexis said this company is still in compliance. Staff will work this year to update the EZ agreement as needed to reflect the current ownership/operation. The property changed to KP Properties of Ohio LLC. The agreement expires in 2019. Staff recommends continuing the agreement.

NTE OHIO LLC
Alexis said this facility is not in operation as yet. The project has created approximately $16.1 million in estimated payroll over 600 construction jobs and 20 full time jobs in 2017. Staff recommends continuing the agreement.
OPUS
Alexis introduced this new agreement. The company anticipates a groundbreaking in June. The project has committed an investment of between $12 to 21 million and 150 new jobs with $4 million in new payroll. Staff recommends continuing the agreement.

VOTING

Enterprise Zones – Butler County
Tom Brickey motion to approve the staff recommendation to continue all EZ agreements as recommended. Doug Adkins seconded. Motion carried unanimously.

WARREN COUNTY ENTERPRISE ZONE AGREEMENTS

PAYCHEX/ EAST POINTE
Alexis said Paychex exceeded their $6.9 million commitment and invested $7.1 million. Their staff level is 140 where 131 were committed and all positions are new to Middletown. Staff recommends continuing the agreement.

PLEDGER ORTHOPAEDIC LLC
Alexis said the company exceeded their commitment. They currently employ 22 where 17 was committed. Staff recommends continuing the agreement.

VOTING

Enterprise Zones – Warren County
Jennifer Ekey moved to approve the staff recommendation to continue both EZ agreements as recommended. Matt Nolan seconded. Motion carried unanimously.

COMMUNITY REINVESTMENT AREA (CRA) BUTLER COUNTY

<table>
<thead>
<tr>
<th>Company</th>
<th>Percent</th>
<th>Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty Spirits</td>
<td>100%</td>
<td>12</td>
<td>$400,000</td>
</tr>
<tr>
<td>Sorg Mansion</td>
<td>100%</td>
<td>15</td>
<td>$846,305</td>
</tr>
<tr>
<td>Torchlight Pass</td>
<td>100%</td>
<td>12</td>
<td>$989,832</td>
</tr>
<tr>
<td>Goetz Tower</td>
<td>100%</td>
<td>12</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>BMW Motorcycles</td>
<td>100%</td>
<td>12</td>
<td>TBD</td>
</tr>
<tr>
<td>Simon CRE/ O’Reilly Auto Parts</td>
<td>100%</td>
<td>15</td>
<td>TBD</td>
</tr>
<tr>
<td>Lydia &amp; Richard Montgomery</td>
<td>100%</td>
<td>12</td>
<td>$187,000</td>
</tr>
</tbody>
</table>

Alexis reviewed each CRA. The Sorg Mansion is listed as 15 years. Alexis believes this should be 12. She will recheck and advise. Staff recommends continuing all CRAs.
VOTING

Community Reinvestment Area (CRA)
Tom Brickey moved to approve the staff recommendation to continue all CRA agreement. Julie Lepsky seconded. Motion carried unanimously.

BUTLER COUNTY TIF DISTRICTS

DOWNTOWN IMPROVEMENT TIF DISTRICT
Alexis reported the Downtown TIF received $8,041 in revenue and the expenses were $20,000. The current balance is $9,688. Staff recommends continuing the agreement. Randy Bertram questioned the ending balance. Alexis will recheck and advise.

AERONCA TIF DISTRICT
Alexis reported there was $35 revenue for this TIF in 2017 and no expenses. The TIF balance for this fund is $4,458. Staff recommends to continuing the agreement.

AIRPORT/RIVERFRONT TIF DISTRICT
Alexis reported that $964 was deposited in 2017 and there were no expenses. The balance is $8,803. Staff recommends to continuing the agreement.

MADE TIF DISTRICT
Alexis said there was $35 deposited into the Fund and there were no expenses in 2017. The current balance is $1,269. Staff recommends to continue the agreement.

MILLER ROAD NORTH DISTRICT RID
Alexis reported the revenue of $8,865 was deposited in 2017 with no expenses. The balance is $90,908. Staff recommends continuing the agreement.

MILLER ROAD SOUTH DISTRICT RID
Alexis said there has been no action in this RID to date. Staff recommends continuing the agreement.

GREENTREE INDUSTRIAL TIF DISTRICT
Alexis reported this is a portion of Greentree Industrial Park including 3415 Emerald Way which is undeveloped land. Improvements includes Cincinnati-Dayton Road. There were $48,146 in revenue in 2017 and no expenses. The current balance is $301,341. Staff recommends continuing the agreement.

MIDDLETOWN COKE TIF DISTRICT
Alexis said these are parcels along Yankee Road include Suncoke, Quaker Chemical, and Pilot Chemical parcels. The 2017 revenue totaled $257 and there were no expenses. The current is $23,571. Staff recommends continuing the agreement.
WARREN COUNTY TIF DISTRICTS

EAST END (S. TOWNE BLVD.) TIF DISTRICT
Alexis reported that $338,112 was deposited into the TIF fund in 2017 and the expenses were $389,651. The current balance is $232,919. Staff recommends continuing the agreement. The TIF dollars from this fund supports the debt for public improvements.

TOWNE MALL/HOSPITAL TIF DISTRICT
Alexis reported the revenue was $595,708 in 2017 and the expenses totaled $652,208. The current balance is $108,238. Staff recommends continuing the agreement.

MANCHESTER RID DISTRICT (WARREN)
Alexis reported there were no revenues or expenses in 2017. The balance remains $378. Staff recommends continuing the agreement.

RENAISSANCE NORTH RID DISTRICT
Alexis noted that revenues for 2017 were $250,423 and expenses were $244,934. She said the balance is $103,856. Staff recommends continuing the agreement.

RENAISSANCE SOUTH RID DISTRICT
Alexis noted the revenue for 2017 was $224,108 and the expenses totaled $168,162. The ending balance is $207,726 for Renaissance South. Staff recommends continuing the agreement.

VOTING

TAX INCREMENT FINANCING (TIF)
Randy Bertram moved to approve the staff recommendation to continue all TIF agreements contingent upon corrections as needed. Jennifer Ekey seconded. Motion carried unanimously.

ADJOURNMENT
With no further comments, Alexis adjourned the meeting and thanked everyone for attending.
LEGISLATION
ITEM 1
RESOLUTION NO. R2018-10

A RESOLUTION AMENDING RESOLUTION NO. R2018-08, DECLARING THE NECESSITY OF REPAIRING CERTAIN SIDEWALKS, CURBS AND GUTTERS IN THE CITY OF MIDDLETOWN, REQUIRING THAT ABUTTING PROPERTY OWNERS REPAIR THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. R2018-08 was adopted by City Council on May 1, 2018; and

WHEREAS, subsequent to the passage of the resolution, it was determined that three parcels were omitted from the estimated assessments;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

It is necessary to repair sidewalks, curbs and gutters, and driveway aprons in the City of Middletown in accordance with the plans, specifications and estimate of cost prepared by the City Engineer and now on file with the Clerk of City Council. The specific locations of the lots and lands abutting the sidewalks, curbs and gutters and driveway aprons to be repaired listed in Exhibit “B” of Resolution No. R2018-08 is hereby amended to include those lots and lands listed in Attachment “1”, attached hereto.

Section 2

The plans, specifications and estimates of cost for said repairs as heretofore filed are hereby approved.

Section 3

This resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: in order to allow the notices to be issued immediately so that the work can be performed on schedule, and shall take effect and be in force from and after its adoption.

__________________________________________
Lawrence P. Mulligan, Jr., Mayor

Adopted: ____________________________

Attest: ______________________________
   Clerk of City Council
## 2018 LOCAL STREET IMPROVEMENTS-ESTIMATED ASSESSMENTS AMENDMENT

**EXHIBIT "A"**

<table>
<thead>
<tr>
<th>NOTICE NUM</th>
<th>PARCEL ID</th>
<th>OWNER</th>
<th>6&quot; APRON (SF)</th>
<th>6&quot; APRON ($)</th>
<th>8&quot; APRON (SF)</th>
<th>8&quot; APRON ($)</th>
<th>WALK (SF)</th>
<th>WALK ($)</th>
<th>CURB (LF)</th>
<th>CURB ($)</th>
<th>SUBTOTAL</th>
<th>OHD</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>181</td>
<td>Q6511052000045</td>
<td>ROSSI JOHN S</td>
<td>0</td>
<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>35</td>
<td>$292.25</td>
<td>39</td>
<td>$1,755.00</td>
<td>$2,047.25</td>
<td>$51.18</td>
<td>$2,098.43</td>
</tr>
<tr>
<td>182</td>
<td>Q6542047000066</td>
<td>ZICKGRAF ALAN</td>
<td>60</td>
<td>$567.00</td>
<td>0</td>
<td>$0.00</td>
<td>100</td>
<td>$835.00</td>
<td>0</td>
<td>$0.00</td>
<td>$1,402.00</td>
<td>$35.05</td>
<td>$1,437.05</td>
</tr>
<tr>
<td>183</td>
<td>Q6542058000061</td>
<td>DEDICATED MOTIVATED LLC</td>
<td>0</td>
<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>151.5</td>
<td>$1,265.03</td>
<td>15</td>
<td>$675.00</td>
<td>$1,940.03</td>
<td>$48.50</td>
<td>$1,988.53</td>
</tr>
</tbody>
</table>
June 6, 2018

TO: Douglas Adkins, City Manager

FROM: Scott Tadych, Public Works & Utilities Director
Prepared by: Rob Nicolls, City Engineer

PURPOSE

To have City Council amend the Resolution of Necessity R 2018-08 declaring it necessary for designated owners to repair defective sidewalks, curb and gutters, and driveway aprons.

BACKGROUND and FINDINGS

In conjunction with the 2018 Local Street Improvement Program, the City will conduct sidewalk, curb & gutter, and drive apron repairs. R 2018-08 Enables the City to first require the work be done, second to perform the work under contract and third to assess the owners for the concrete repairs. This amendment adds (3) parcels that were omitted from the original list of properties requiring work to be done.

As permitted under ORC §729.01, City Ordinances place the maintenance responsibility of the sidewalk, curb, gutter and driveway apron on the abutting property owner. This notice requires the property owner to repair the defective concrete. If the repairs are not made, the City makes the repairs under contract and bills the owners. The property owner may then pay the bill in cash within thirty days or by doing nothing, the cost of the repairs is sent to the County Auditor for collection with real estate taxes.

Copies of the cost estimate and plans and specifications are on file in both the Engineering Department office and the Council Clerk’s office.

Notices will be sent to these 3 additional owners by registered mail the week of Council authorization for this resolution.

ALTERNATIVES

1) Proceed with the amendment as outlined in this report.
2) Proceed with the concrete repairs at these locations at the City’s cost (approximately $5,524).
FINANCIAL IMPACT

The total cost of the concrete repairs on the 3 additional parcels is $5,524. This amount is eligible to be assessed to the property owners. The (3) parcels would have assessments of $2,098.43, $1,437.05, and $1,988.53.

CONFORMITY TO CITY POLICY

Conforms.

EMERGENCY/NON EMERGENCY

Emergency. This is requested to provide the required 30 days for property owners to have the repairs done themselves before the contractor performs the remaining work on adjacent properties.

RECOMMENDATION

Staff recommends adoption of the amendment to Resolution of Necessity R 2018-08 for concrete repairs on streets associated with the 2018 Local Street Improvement Program.

ATTACHMENTS

Estimated Assessments
RESOLUTION NO. R2018-11

A RESOLUTION DESCRIBING THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN WHICH HOUSING FACILITIES ARE LOCATED AND NEW HOUSING CONSTRUCTION AND REPAIR OF EXISTING FACILITIES OR STRUCTURES ARE DISCOURAGED IN ACCORDANCE WITH OHIO REVISED CODE SECTIONS 3735.65 THROUGH 3735.70, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE COMMUNITY REINVESTMENT AREA, AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Middletown desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Middletown that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, the City has completed a survey of housing (the “Housing Survey”) for the Hope House Community Reinvestment Area, which is the area within the boundaries described in Section 2 of this resolution, and a copy of the Housing Survey is on file in the Office of the Economic Development Director; and

WHEREAS, the Housing Survey has revealed that maintenance of existing and construction of new structures in the Hope House Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in the Hope House Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

City Council hereby accepts and adopts the Housing Survey, and finds that the area within the boundaries described in Section 2 of this resolution is one in which housing facilities are located and new housing construction and repair of existing facilities are discouraged.

Section 2

Pursuant to Ohio Revised Code Section 3735.66, City Council hereby designates the area within the following boundaries as the Hope House Community Reinvestment Area:
Beginning at the intersection of the easterly side of Grove Street and northerly side of Calumet Avenue; Thence northerly along the easterly side of Grove Street to Jacoby Avenue; Thence continuing along the easterly side of Grove Street to the southerly side of Penfield Avenue; Thence easterly along the southerly side of Penfield Avenue to the westerly side of Young Street; Thence southerly along the westerly side of Young Street to the northerly projected side of an Alley between Penfield Avenue and Jacoby Avenue; Thence easterly along the southerly side of said Alley to the Northeast corner of Parcel Q65420300000072; Thence southerly along the easterly line of said Parcel to northerly side Jacoby Avenue; Thence westerly along the northerly side of Jacoby Avenue to the westerly side of Young Street; Thence southerly along the westerly side of Young Street to the northerly side Calumet Avenue; Thence westerly along the northerly side of Calumet Avenue to the place of beginning. (CRA Exhibit “A”)

The Hope House Community Reinvestment Area is approximately depicted as the crosshatched area on the map attached to this resolution (see Exhibit A) and by this reference incorporated herein.

Section 3

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Hope House Community Reinvestment Area will be eligible for exemptions under this resolution.

Section 4

All properties identified in Exhibit A as being within the designated Hope House Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Middletown intends to undertake supporting public improvements in the designated area.

Section 5

In the case of remodeling or new construction for residential properties that qualify for the tax exemption under the applicable state statute, the tax exemption shall be one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the structure or of the assessed value of the new structure, whichever is applicable. The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the Ohio Revised Code Section 3765.67. The results of the
negotiation as approved by this Council will be set in writing in a Hope House Community Reinvestment Area Agreement as outlined in Ohio Revised Code Section 3735.671.

**Section 6**

The construction of new structures and the remodeling of existing structures are hereby declared to be a public purpose for which exemptions from real property taxation may be granted for the following periods:

a) For every dwelling containing not more than two family units located within the same community reinvestment area and upon which the cost of remodeling is at least two thousand five hundred dollars ($2,500.00), a period of ten (10) years.

b) For every dwelling containing more than two units and commercial or industrial properties, located within the same community reinvestment area, upon which the cost of remodeling is at least five thousand dollars ($5,000.00), a period of twelve (12) years.

c) For construction of every dwelling containing housing units located within the same community reinvestment area, a period of fifteen (15) years.

d) For the remodeling of existing commercial or industrial facilities and upon which the cost of the remodeling is at least five thousand dollars, a period negotiated on a case-by-case basis, not to exceed twelve (12) years.

e) For the construction of new commercial or industrial facilities, a period negotiated on a case-by-case basis, not to fifteen (15) years.

All structures within the Hope House Community Reinvestment Area with multiple units used for housing shall be classified as residential for purposes of Ohio Revised Code Sections 3735.65 to 3735.70.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

**Section 7**

All commercial and industrial projects are required to comply with the state application fee requirements of Ohio Revised Code Section 3735.672 (C) and the
local monitor fee of one percent of the amount of taxes exempted under the agreement – a minimum of five hundred dollars ($500.00) up to a maximum of two thousand and five hundred dollars ($2,500.00) annually unless waived.

Section 8

To administer and implement the provisions of this resolution, the Economic Development Director is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 9

The Hope House Community Reinvestment Area shall be monitored by the Community Reinvestment Area Council previously created by City Council under R2010-19, and adopted July 20, 2010. The Community Reinvestment Area Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the Ohio Revised Code. The Council shall also hear appeals under Section 3735.70 of the Ohio Revised Code.

The Hope House Community Reinvestment Area shall also be monitored by the Tax Incentive Review Council previously created and codified by the Middletown Codified Ordinances Chapter 286 by Ordinance O84-100, passed originally on December 4, 1984, and amended by Ordinance O2015-17, passed by City Council on March 17, 2015. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the Ohio Revised Code and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 10

The City Council reserves the right to re-evaluate the designation of the Hope House Community Reinvestment Area after December 31, 2018 at which time the City Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the Ohio Revised Code, except as specifically provided herein. Regardless of City Council action after December 31, 2018, the Housing Officer shall accept new applications for exemption if:

a) Prior to the action of City Council instructing the Housing Officer not to accept new applications, a building permit has been issued and has not expired for the residential project for remodeling or new construction in the community reinvestment area which is eligible for exemption from taxation under this resolution in accordance with Ohio Revised Code Section 3735.66; or
b) Prior to the action of the City Council instructing the Housing Officer not to accept applications, an agreement has been entered by the owner of an industrial or commercial construction or remodeling project in accordance with Ohio Revised Code Section 3735.671 and such agreement has not been terminated.

Section 11

The City Council hereby finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting of this City Council, that all deliberations of this City Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 12

The Economic Development Director of the City of Middletown is hereby directed and authorized to petition the Director of the Ohio Department of Development to confirm the findings contained within this resolution.

Section 13

This resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: in order for the Hope House Community Reinvestment Area to be created so that redevelopment can begin as soon as possible, and shall take effect and be in Ohio Revised Code from and after its adoption.

Lawrence P. Mulligan, Jr., Mayor

Adopted:__________________

Attest: ______________________
Clerk of City Council
DATE: June 5, 2018

TO: Douglas Adkins, City Manager

FROM: Jennifer Ekey, Economic Development Director

Establishing and Approving a Community Reinvestment Area

PURPOSE
To create a new Community Reinvestment Area in support of the relocation and expansion of the Hope House Mission.

The Hope House Mission has been working with the Model Group on a project to relocate their and expand their operation to 1001 Grove Street. The project will include the removal of current structures located at the site and the building of a 35,000 square foot facility with two components: An emergency shelter where men are offered physical, behavioral, and spiritual support with the goal of transitioning into safe, stable housing; and 30 unit of permanent supportive housing for men transitioning from the shelter.

The City has been working with the Hope House for a number of years on this relocation out of downtown. We believe that the Grove Street location provides a suitable alternative and allows for an expansion of programming.

BACKGROUND AND FINDINGS
As part of the total financing package, Model Group approached the City, on behalf of the Hope House, to secure incentives for the relocation of this shelter. Our conversations have centered on providing a Community Reinvestment Area tax abatement on the construction of the new facility and waiver of up to $25,000 in processing, permitting and impact fees.

This will require the City to establish a new Community Reinvestment Area district.

ALTERNATIVES
Not to create a new Community Reinvestment Area

FINANCIAL IMPACTS
Creating a Community Reinvestment Area does not create a financial impact.

EMERGENCY/NON EMERGENCY
1st Reading Emergency
LEGISLATION
ITEM 3
ORDINANCE NO. O2018-23

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GROVE STREET PSH, LLC AND/OR HOPE HOUSE RESCUE MISSION TO WAIVE PERMIT FEES AND IMPACT FEES FOR THE REDEVELOPMENT OF 1001 GROVE STREET, AND DECLARING AN EMERGENCY.

WHEREAS, Grove Street PSH, LLC and Hope House Rescue Mission are redeveloping 1001 Grove Street in order to relocate Hope House’s current downtown facility; and

WHEREAS, to support this relocation, the City is willing to waive the permit fees and impact fees associated with the redevelopment;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

The City Manager is hereby authorized to enter into an Agreement with Grove Street PSH, LLC and/or Hope House Rescue Mission to waive all related permit fees (including, but not limited to building inspection and engineering fees) and impact fees in an amount not to exceed $25,000.00. Any fees in excess of the $25,000.00 are the responsibility of Grove Street PSH, LLC and/or Hope House Rescue Mission. The City Manager, Finance Director and General Counsel are further authorized to execute such other documents, including documents of conveyance, that are necessary to consummate the terms of and transactions contemplated in the Agreement. The Agreement shall be in a form substantially similar to Exhibit “A”, attached hereto.

Section 2

It is hereby determined that the subject matter of this legislation is not of a general and permanent nature, does not provide for a public improvement, and does not assess a tax or payment.

Section 3

This ordinance is declared to be an emergency ordinance necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the redevelopment project to proceed in an expeditious fashion, and shall take effect and be in force from and after its adoption.

Lawrence P. Mulligan, Jr., Mayor
Adopted:_______________

Attest:_______________________

   Clerk of City Council

H:/Law/law/2018 Leg/O Agreement Grove Street PSH LLC & Hope House.doc
EXHIBIT “A”

HOPE HOUSE RESCUE MISSION, INC
FEE WAIVER AGREEMENT

This Agreement is made and entered into by and between the City of Middletown, Ohio (the City), a municipality, with its main offices located at One Donham Plaza, Middletown, Ohio 45042 and Hope House Rescue Mission with its main offices located at 34 South Main St., Middletown, OH 45042 (the Grantee).

WHEREAS, the City of Middletown has encouraged the creation and retention of jobs in the City of Middletown; and

WHEREAS, the Grantee desires to build a new 35,000 square foot facility, that will house permanent supportive housing, homeless shelter and administrative offices and create approximately $40,000 in new payroll over a two (2) year period; and

WHEREAS, the Grantee has submitted a request for economic assistance from the City, the Economic Development Incentive Team of the City has investigated the request, and has recommended to the Middletown City Council that all building permit fees, inspection, zoning and impact fees, up to $25,000 be waived; and

WHEREAS, the parties desire to set forth the specific terms and conditions of the development agreement;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. The Grantee intends to redevelop the lots located at 1001 Grove St. The project is the construction of a 35,000 square foot facility, housing both residential and office uses. The project involves moving Hope House Operations to this new location and providing for both 30 permanent supportive housing units and a 50 bed temporary shelter. The project also has office space for administration and program delivery.

Project costs total $5,680,000 and include: $5,600,000 in new construction, $80,000 in Furniture and Fixtures. Eleven FTE (100% of current employees) will be relocated to the new facility and the project will create 2 new positions with a payroll of $40,000.

2. In consideration for this investment and job creation activities, the City agrees to waive all related permit, building inspection, engineering, zoning and impact fees up to twenty-five thousand dollars ($25,000.00).

3. The Grantee hereby certifies that at the time this agreement is executed, the Grantee does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which the Grantee is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the Grantee is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Grantee. For the purposes of the
EXHIBIT “A”

certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

4. Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

5. The Grantee and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Middletown as a condition for the agreement to take effect. This agreement takes effect upon such approval.

6. The City of Middletown has developed a policy to ensure recipients of economic support practice non-discriminating hiring in its operations. By executing this agreement, the Grantee is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

7. The Grantee affirmatively covenants that is has made no false statements to the City in the process of obtaining approval for this grant. If any representative of the Grantee has knowingly made a false statement to the City to obtain the waiving of fees provided herein, the Grantee shall be required to immediately pay all fees that have been waived as a part of this agreement. Any person who provides false information to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to the ORC 2921.13(D)(1), which is punishable by a fine or not more than $1,000.00 and/or a term of imprisonment of not more than six (6) months.

8. This agreement is not transferable or assignable without the express, written approval of the City of Middletown.

IN WITNESS WHEREOF, the City of Middletown, Ohio, by Douglas Adkins, its City Manager, and pursuant to Ordinance No. 02018-____, has caused this instrument to be executed this ____ day of ______________, 2018, and Hope House Rescue Mission has caused this instrument to be executed on this ____ day of ______________, 2018.

CITY OF MIDDLETOWN

By __________________________
Douglas Adkins, City Manager

HOPE HOUSE RESCUE MISSION

By __________________________
Timothy Williams
Executive Director of Operations

Approved as to form:

______________________________
Sarah N. Fox, General Counsel
DATE: May 23, 2018
TO: Douglas Adkins, City Manager
FROM: Jennifer Ekey, Economic Development Director

Waiver of All Permit and Impact Fees – Grove Street PSH, LLC and Hope House

PURPOSE
To allow the City Manager to enter into an agreement with Grove Street PSH Associates, LLC and/or Hope House Mission to waive the permitting and impact fees associated with their planned development at 1001 Grove St. in an amount not to exceed $25,000.

BACKGROUND AND FINDINGS
The project is the construction of a 35,000 square foot facility, housing both residential and office uses. The project involves moving Hope House Operations to this new location and providing for both 30 permanent supportive housing units and a 50 bed temporary shelter. The project also has office space for administration and program delivery.

Project costs total $5,680,000 and include: $5,600,000 in new construction, $80,000 in Furniture and Fixtures. Eleven FTE (100% of current employees) will be relocated to the new facility and the project will create 2 new positions with a payroll of $40,000.

Staff recommends the waiver of all related permit, building inspection, and engineering, fees, up to $25,000.

This project supports the Downtown Master Plan in that 34 South Main Street is located in the Historic Commercial Core study area and is labeled as a “Thorn Area”. Thorn Areas are identified as those properties that are to be transformed into new developments and uses. The construction of a new facility at 1001 Grove Street relocates operations and will allow redevelopment of the property.

ALTERNATIVES
Not approving the fee waiver

FINANCIAL IMPACTS
The City would waive the collection of the first $25,000 in permitting fees. Should fees exceed $25,000, the applicant is responsible for those.

EMERGENCY/NON EMERGENCY
Second reading emergency so they can file for permits.
ORDINANCE NO. O2018-24

AN ORDINANCE MODIFYING THE DESIGNATED OUTDOOR REFRESHMENT AREA, ESTABLISHING REQUIREMENTS TO ENSURE PUBLIC HEALTH AND SAFETY WITHIN SUCH AREA AND DECLARING AN EMERGENCY.

WHEREAS, Middletown City Council established a “Designated Outdoor Refreshment Area” (DORA) in the downtown area by Ordinance No. O2015-59, adopted on November 3, 2015; and

WHEREAS, the City received a request from Downtown Middletown, Inc. to expand the hours of operation for the “DORA”; and

WHEREAS, notice of City Council’s review of the pending request was published in a newspaper of general circulation in the City of Middletown; to wit the Journal News, once a week for two separate weeks in compliance with Sections 4301.82(C) and 4301.82(F)(2) of the Ohio Revised Code; and

WHEREAS, City Council finds that the modification is in compliance with Section 4301.82(B) and that the “DORA” as modified would be in compliance with Section 4301.82(D);

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

The modification of Ordinance No. O2015-59 establishing the “Designated Outdoor Refreshment Area” as submitted to City Council on June 5, 2018, is hereby approved.

Section 2

In order to ensure the public health and safety within the “DORA”, City Council hereby modifies the “DORA” in the following way:

Ordinance No. O2015-59, Section 2, Paragraph (c): The hours of operation for the “Designated Outdoor Refreshment Area” will be from noon (12:00 p.m.) to midnight (12:00 a.m.) every day, Sunday to Saturday. These hours of operation may be expanded by the Chief of the Division of Police with the concurrence of the City Council.

Section 3

This ordinance is not of a general or permanent nature, nor does it provide for a public improvement.
Section 4

This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the modification to be in effect as soon as possible and shall take effect and be in force from and after its adoption.

________________________________________
Lawrence P. Mulligan, Jr., Mayor

Adopted:________________________

Attest:___________________________
  Clerk of City Council
TO: Douglas Adkins, City Manager
FROM: Jennifer Ekey – Economic Development Director
Prepared By Matt Eisenbraun, Economic Development Assistant Director

Amendment to the
Designated Outdoor Refreshment Area

PURPOSE

To amend Ordinance No. O2015-59, The Designated Outdoor Refreshment Area (DORA), allowing the DORA to operate from 12:00 PM (noon) – 12:00 AM (midnight) seven days a week (Sunday – Saturday).

BACKGROUND and FINDINGS

In 2016, Middletown became the first municipality in the State of Ohio to create and operate a Designated Outdoor Refreshment Area. At the time, the creation of a DORA, in combination with the establishment of an Entertainment District, was thought to be one way to energize the redevelopment of the downtown area and create a connection between various projects and new businesses.

Responding to requests from the various members of the downtown community and in concert with the Middletown Police Department, Downtown Middletown Inc. (DMI) has initiated a review of the DORA’s overall operation and is making recommendations as to how the DORA is operated, marketed, and supported.

As we enter the 2018 summer season, the review participants have requested a change in the operating hours of the DORA starting as soon as possible.

Further recommendations will be forwarded by the participants in a time frame that will allow for changes to be implemented during the 2018-2019 winter season.

ALTERNATIVES

The only alternative is not to provide for this amendment and allow the DORA to operate under the current schedule.
FINANCIAL IMPACT
None

EMERGENCY/NON EMERGENCY
Second Reading - Emergency

DEPARTMENTAL CLEARANCES
Law Department

ATTACHMENTS
DMI memo regarding request for extension of days of operation for the DORA
April 30, 2018

To: Matt Eisenbraun,
Dept of Economic Development

From: Jeff Payne
DMI

Re: DORA – Meeting with Liquor Permit Holders

The purpose of this memo is to summarize the outcome of this morning’s meeting with the Liquor Permit Holders located in the DORA. The meeting was attended by representatives from the following businesses: Spoken Bicycles; Rolling Mills Brewing; Liberty Spirits; At the Square; The Windamere; West Central Wine; The Canal Pub; Murphy’s Landing; Gracies; and SORG Opera House.

The group after considerable discussion is recommending the following action be taken on the three issues that were the purpose of discussion for the meeting:

- The group recommends that the City of Middletown extend the hours of operation from the existing 6:00pm to Midnight, Thursday, Friday, and Saturday, to Noon to Midnight, Monday through Sunday;
- The group recommends that the DORA boundary as established pursuant to Ordinance No. 02015-59, remain as it currently is. The group would like to assess the impact upon the business activity in the DORA once the change in hours has taken place, prior to considering any boundary adjustments.
- The group acknowledge the need for the development of a “Cup” that complies with Section 2(f) of the ordinance. The group has agreed to hold a series of meetings with the objective of having a recommendation on the “Cup” issue to submit to the City by August 1, 2018. It has already scheduled its next meeting to continue the discussion for May 21, 2018 at 10:00 AM at the Windamere.

In conclusion I am requesting that the City move forward with amending Section 2(b) of the Ordinance to reflect the recommendation for extending the hours of operation for the DORA only.

I want to thank you and Shelby for your assistance as we move forward with the discussions on these additional issues. I am attaching a copy of the sign-in sheet for your records.

Attachment:

Our Mission Statement:
BUILDING COMMUNITY, FOSTERING PRIDE, REVITALIZING YOUR DOWNTOWN.
LEGISLATION
ITEM 5
ORDINANCE NO. O2018-39

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CINCINNATI STATE COMMUNITY AND TECHNICAL COLLEGE FOR THE DEVELOPMENT OF AN AVIONICS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City and Cincinnati State Community and Technical College (hereinafter “CSCTC”) are working cooperatively to develop an avionics program at the Middletown Campus of CSCTC; and

WHEREAS, the City is interested in providing an incentive for the development of the program in Middletown, and has agreed to a one time contribution towards the necessary hardware and software;

NOW, THEREFORE, BE IT ORDAINED, by City Council of the City of Middletown, Butler/Warren Counties, Ohio, that:

Section 1

The City Manager is hereby authorized to enter into an agreement with Cincinnati State Community and Technical College for the development of an avionics program at the Middletown campus of CSCTC. The agreement shall be similar to Exhibit “A” attached, and is subject to approval by the City Manager and General Counsel.

Section 2

For said purposes, the Finance Director is hereby authorized to pay a sum not to exceed $66,000.00 from the General Fund (Fund # 100).

Section 3

This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the agreement to move forward so that the hardware and software is in hand in time for the Fall 2018 semester, and shall take effect and be in force from and after its adoption.

________________________________________
Lawrence P. Mulligan, Jr., Mayor

Adopted: ________________

Attest: ______________________
Clerk of City Council

Lawrence P. Mulligan, Jr., Mayor

Adopted: ________________

Attest: ______________________
Clerk of City Council
DATE       June 4, 2018

TO:        Doug Adkins, City Manager

FROM:      Jennifer Ekey, Economic Development Director

Cincinnati State Avionics Program

PURPOSE
To approve an Agreement between Cincinnati State Community and Technical College and the City of Middletown to develop and operate Cincinnati State’s Avionic Technician’s Program at the Middletown Campus.

BACKGROUND AND FINDINGS
Staff previously discussed with City Council funding of the Cincinnati State Avionics program at the Middletown Campus. Negotiations have been completed and this Agreement allows the program to be offered for the fall 2018 semester. Middletown will make a onetime contribution of $66,000 to purchase software and hardware necessary to offer the Avionics program in Middletown. MADE will contribute an additional $6,000 towards the program.

ALTERNATIVES
Do not fund the program. This program develops a new workforce stream for anticipated future job development at the Airport.

FINANCIAL IMPACTS
No additional appropriation needed. Funds will be spent from the existing Economic Development budget for 2018.

EMERGENCY/NON EMERGENCY
This is an Emergency item. As the fall semester will be starting in the next few months, staff is requesting Emergency passage at this meeting to allow purchase and set up of the new program in time for fall class start dates.
LEGISLATION
ITEM 6
ORDINANCE NO. O2018-25

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE I, SECTIONS 1 AND 3 AND ARTICLE II, SECTIONS 2 AND 3 OF THE CHARTER OF THE CITY PERTAINING TO THE STRUCTURE AND COMPOSITION OF CITY COUNCIL

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit "A" and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _________________
Effective: _________________

Attest:_______________________
Clerk of City Council

H:/Law/leg/2018 Leg/O Charter Proposal A with Exhibit.doc
EXHIBIT “A”

PROPOSAL

That Article I, Sections 1 and 3, and Article II, Sections 2 and 3 of the Charter be amended to simplify and clarify the language regarding the structure and election of City Council, such amended section to read in full, as follows:

Article I

SECTION 1. NAME AND BOUNDARIES.

The municipal corporation now existing and known as "The City of Middletown" shall remain and continue to be a body politic and corporate under the same name and with the same boundaries, with power and authority to change its boundaries and annex other territory in the manner authorized by the general laws of Ohio. The City of Middletown shall be divided into four (4) wards for purposes of selection of certain elective officers of the City of Middletown. The boundaries of each such ward shall be determined by the legislative authority of the City of Middletown. However, such wards shall be comparable in population.

SECTION 3. OFFICERS; HOW ELECTED.

All officers provided to be elected "at large" in the Charter shall be elected upon one ballot, and without any party designation of any kind upon such ballot.

All officers provided to be elected "by ward" in this Charter shall be elected by one ballot in the ward to be represented by the officer to be elected. Nomination petitions required by Article I, Section 4, of the Charter for ward candidates shall be signed only by electors of the ward to be represented. The required number of signatures for such ward candidates shall be fifty (50) of the electors of the ward to be represented. Only electors residing within the ward to be represented by such officer shall be permitted to vote for the officers to be elected by ward. No party designation of any kind shall appear upon such ballots.

The name of all candidates shall be placed under a proper heading designating the title of the office to be selected.

Article II

SECTION 2. CITY COUNCIL.

Effective January 1, 1994, there is hereby created a City Council, which, effective January 1, 2001, shall be named City Council, consisting of seven (7) five (5) electors, residents of the City of Middletown, who shall be nominated and elected as provided in the Charter, and shall exercise all powers, authority and rights, legislative, executive and
administrative, now vested in and exercised by the City of Middletown and its several
officers. All powers, authority and rights vested in or granted to the City of Middletown,
its prior legislative authorities and members thereof, shall, subject to the provisions of
the Constitution of the State of Ohio and of this Charter, be vested in, possessed and
exercised by said City Council and the several members thereof, or under their direction.

Effective January 1, 2014, the number of electors, residents of the City of Middletown,
composing City Council shall be reduced to five (5).

Prior to January 1, 2014, City Council shall be comprised of two (2) City Council
members and the Mayor of the City of Middletown who shall be elected "at large" (by all
qualified electors of the City of Middletown) and the remaining four (4) City Council
members shall be elected "by ward", (by only the qualified electors of one ward of the
City of Middletown), one from each of the four wards.

Effective January 1, 2014, City Council shall be comprised of four (4) City Council
members and the Mayor of the City of Middletown all of whom shall be elected "at large"
(by all qualified electors of the City of Middletown).

Prior to January 1, 1994, the City Council was composed of five (5) members in
accordance with previous Charter provisions.

SECTION 3.  ELECTION.

In the general election to be held in 2007, and every four (4) years thereafter, two (2)
City Council members and the Mayor shall be chosen "at large". The mayoral seat shall
be elected separately from the two (2) at large seats, and a candidate for Mayor must file
and run as a candidate for Mayor. In the general election to be held in 1993, and every
four years thereafter, until the general election of 2013, four (4) City Council members
shall be chosen "by ward". City Council members chosen "by ward" shall be electors
residing in the ward from which they are chosen. In the general election held in 2013,
and every four years thereafter, two (2) City Council members shall be chosen "at large".
All City Council members shall be chosen for a term of four (4) years, except as provided
in the next paragraph of this section.

The Mayor and all four (4) City Council members shall be elected at large in the
general election held in odd-numbered years, as further set forth herein. The term
of office for the Mayor and each Council member shall be four (4) years, except in
the case of vacancies as provided in the remaining paragraphs of this Section 3.
The mayoral seat shall be elected separately from the city council seats, and a
candidate for the mayoral seat must file and run as a candidate for that seat. The
mayoral seat was first filled by election in 2007, and shall be elected every four (4)
years thereafter (hereinafter mayoral election). City council seats shall be filled by
election of the two candidates receiving the most votes for said seats in the
general election. Two (2) city council seats shall be filled in the same general
election as the mayoral election. The remaining two (2) city council seats shall be
filled in the general election in the odd-numbered year immediately succeeding the
mayoral election, and every four (4) years thereafter. The present Mayor and City Council members were elected in accordance with this schedule and shall retain their seats through their present four (4) year terms.

Vacancies in the City Council, other than the Mayor, shall be filled by the City Council for the remainder of the unexpired term. If the term of such City Council member whose place becomes vacant does not expire on the first day of January following the next regular municipal election, then such person chosen by the City Council shall serve only until such regular election, at which time a City Council member shall be elected to fill the remainder of the unexpired term. All vacancies in the position of City Council members chosen "by ward" shall be filled by the remaining City Council members with an elector who would be qualified to be chosen as a City Council member from the ward represented by the vacated seat.

When the office of Mayor becomes vacant, the Vice-Mayor shall become the Mayor and hold such office until his successor is elected, unless the Vice-Mayor declines to accept such position. If the Vice-Mayor declines to become Mayor, another City Council member would be appointed to become Mayor upon the concurrence of that member and three other members of City Council. If no City Council member is willing or able to be appointed as Mayor, City Council shall select a qualified elector of the City to fill the unexpired term of the Mayor. If the term of the vacant mayoral seat does not expire on the first day of January following the next regular municipal election, then the person filling the vacant mayoral seat, whether it be the Vice-Mayor, a member of City Council, or a qualified elector appointed by City Council, shall serve only until such next regular municipal election, at which time a qualified elector shall be elected to fill the remainder of the expired term.

If the Vice-Mayor or a member of City Council accepts appointment to the vacant mayoral seat, that council member would relinquish their seat as a council member, and their vacant seat would be filled in accordance with the terms of this Article II, Section 3.

When a vacancy occurs as the result of a recall election, such vacancy shall be filled in the manner provided for such cases.
LEGISLATION
ITEM 7
ORDINANCE NO. O2018-26

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE II, SECTION 11 OF THE CHARTER OF THE CITY REQUIRING A COPY OF THE ANNUAL REPORT OF THE CITY TO BE ON FILE AT THE CITY LIBRARY.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

________________________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: ________________
Adopted: ________________
Effective: ________________

Attest:_______________________
Clerk of City Council
EXHIBIT “A”

PROPOSAL

That Article II, Section 11 of the Charter be amended to eliminate the requirement that a copy of the Annual Report of the City be on file at the City library and allow it to be maintained electronically, such amended section to read in full, as follows;

Article II

SECTION 11. REPORTS OF CITY COUNCIL.

At the end of each year City Council shall have prepared an annual report giving a classified statement of all receipts and expenditures, assets and liabilities of the City; a detailed comparison of such receipts and expenditures with those of the preceding year; a summary of City Council’s proceedings and operation of the administrative departments for the previous year. One copy of such report shall be on file at the City library maintained electronically in a manner generally available to the public. Any member of the public may request a copy at the office of the Clerk of Council.
LEGISLATION
ITEM 8
ORDINANCE NO. O2018-27

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE III, SECTION 3 OF THE CHARTER OF THE CITY PERTAINING TO THE APPOINTMENT OF CITY EMPLOYEES.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

The City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _________________
Effective: _________________

Attest: _______________________
Clerk of City Council

H:/Law/leg/2018 Leg/O Charter Proposal D with Exhibit.doc
EXHIBIT “A”

PROPOSAL

That Article III, Section 3 of the Charter be amended to eliminate the requirement that all appointments and removals of employees by the City Manager be subject to the advice and consent of City Council, such amended section to read in full, as follows;

Article III

SECTION 3. POWER AND DUTIES OF CITY MANAGER.

The City Manager shall be the chief administrative officer and the head of the administrative branch of the City government. He shall be responsible to City Council for the proper administration of all affairs of the City and to that end he shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the service, remove all officers and employees of the City except as otherwise provided by this Charter and except as he may authorize the head of the department or office to appoint and remove subordinates in such department or office; such appointments and removals shall be subject to the advice and consent of City Council;

(2) Prepare the budget annually and submit it to City Council and be responsible for its administration after adoption;

(3) Prepare and submit to City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year;

(4) Keep City Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him desirable;

(5) Perform such other duties as may be prescribed by this Charter or required of him by City Council not inconsistent with this Charter.
LEGISLATION
ITEM 9
ORDINANCE NO. O2018-28

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE III, SECTION 8 AND OF THE CHARTER OF THE CITY PERTAINING TO THE POWER OF CITY COUNCIL TO DELEGATE TO THE CITY MANAGER THE ABILITY TO CHANGE THE ORGANIZATIONAL STRUCTURE OF THE CITY ADMINISTRATION.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

The City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

City Council is submitting two amendments of Article III, Section 8 of the City Charter to the electors of the City of Middletown: Ordinance Nos. O2018-28 and O2018-29. It is the intent of City Council that these two amendments be separate and independent from one another. If both amendments pass, it is the intent of City Council that the amended City Charter language proposed in both ordinances be implemented, even though Ordinance No. O2018-28 does not reflect the amended language in Ordinance No. 2018-29 and vice versa.

Section 3

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _________________
Effective: _________________

Attest:_______________________
Clerk of City Council
EXHIBIT “A”

PROPOSAL

That Article III, Section 8 of the Charter be amended to provide for City Council to be able to delegate to the City Manager the power to change the organizational structure of the administrative portion of the City, including the power to create or eliminate departments and divisions, such amended section to read in full, as follows;

Article III

SECTION 8. ADMINISTRATION.

City Council shall adopt by ordinance an administrative code which shall set forth the organizational structure and assignment of responsibilities of the various departments and divisions in the City service. The administrative code as adopted by City Council may delegate the creation and abolition of departments and divisions, and the assignment of responsibilities of the various departments and divisions in the City service, except as established by this Charter, to the City Manager. The organization thus established shall be administered by the City Manager. No provision of the administrative code or action by the City Manager may contravene any provision of this Charter. The organizations of Police and Fire, including their members and Chiefs thereof, shall be classified positions under civil service.
LEGISLATION
ITEM 10
ORDINANCE NO. O2018-29

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE III, SECTION 8 OF THE CHARTER OF THE CITY PERTAINING TO PLACING THE CHIEFS OF THE DIVISIONS OF FIRE AND POLICE IN THE UNCLASSIFIED SERVICE.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

City Council is submitting two amendments of Article III, Section 8 of the City Charter to the electors of the City of Middletown; Ordinance Nos. O2018-29 and O2018-28. It is the intent of City Council that these two amendments be separate and independent from one another. If both amendments pass, it is the intent of City Council that the amended City Charter language proposed in both ordinances be implemented, even though Ordinance No. O2018-29 does not reflect the amended language in Ordinance No. 2018-28 and vice versa.

Section 3

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _______________
Effective: _______________

Attest:_______________________
Clerk of City Council
EXHIBIT “A”

PROPOSAL

That Article III, Section 8 of the Charter be amended to provide for the Chiefs of the Divisions of Fire and Police to be removed from the classified service of the City and placed in the unclassified service of the City, such amended section to read in full, as follows;

Article III

SECTION 8. ADMINISTRATION.

City Council shall adopt by ordinance an administrative code which shall set forth the organizational structure and assignment of responsibilities of the various departments and divisions in the City service. The organization thus established shall be administered by the City Manager. No provision of the administrative code or action by the City Manager may contravene any provision of this Charter. The organizations of Police and Fire, including their members and Chiefs thereof, shall be classified positions under civil service. The Chiefs of the organizations of Police and Fire shall be in the unclassified service of the City.
LEGISLATION
ITEM 11
ORDINANCE NO. O2018-30

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE IV, SECTIONS 3 AND 5 OF THE CHARTER OF THE CITY PERTAINING TO THE PUBLICATION OF LEGISLATION AND PUBLIC HEARING NOTICES.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: ________________
Effective: ________________

Attest:_______________________
  Clerk of City Council

H:/Law/leg/2018 Leg/O Charter Proposal G with Exhibit.doc
EXHIBIT “A”

PROPOSAL

That Article IV, Sections 3 and 5 of the Charter be amended to permit the use of the City website or other electronic media to publish notice of legislation or notices of a public hearing as an alternative to publication in a newspaper, such amended section to read in full, as follows;

Article IV

SECTION 3. PASSAGE OF LEGISLATION.

No ordinance or resolution, unless it be passed as an emergency measure, shall be passed until it shall have been read on two (2) separate days. The readings of ordinances and resolutions shall be by title only if a copy thereof is placed on the desk of each member of City Council at the time of reading, provided that ordinances and resolutions shall be read in full when requested by at least two (2) members of City Council.

However, the first ordinance or resolution in a series of measures involving special assessments for street improvements and ordinances or resolutions pertaining to franchises, rates or the Civil Service of the City shall not be passed as emergency measure unless, prior to the enactment thereof, a public hearing is held for which at least seven (7) days advance notice has been given by publication in a newspaper of general circulation in the City or electronically on the City’s website or other electronic media generally available to the public.

Emergency ordinances and resolutions necessary for the preservation of the public peace, health, safety or property may be passed after one (1) reading upon the affirmative vote of three-fourths of the members of City Council. The reason for such emergency shall be stated in such ordinance or resolution.

Before the second reading of an ordinance or resolution which is not passed as an emergency measure, the title of such ordinance or resolution, together with a statement that such matter is pending before City Council, shall be published once in a newspaper having a general circulation in the City or electronically on the City’s website or other electronic media generally available to the public.

SECTION 5. AUTHENTICATION; LEGAL PUBLICATION; PUBLICATION IN BOOK FORM.

Upon passage by City Council, each ordinance or resolution shall be authenticated by the signatures of the Mayor and the Clerk of Council and recorded in a book kept for that purpose. Except as otherwise provided herein, all ordinances or resolutions of a general and permanent nature, or providing for public improvement or assessing property, shall,
upon passage, be promptly published one (1) time in not more than two (2) a
ewspapers, printed and of general circulation in the City or electronically on the
City’s website or other electronic media generally available to the public.
Publication shall be by title only unless City Council directs the Clerk of Council to
publish the entire text. The publication in book form of any codification, revision or
rearrangement of ordinances or resolutions passed by City Council, if such book
contains the certificate of the Mayor and the Clerk of Council of the correctness thereof,
shall be deemed sufficient publication of the ordinance or resolution or the several
ordinances and resolutions evident in any court for the purpose of proving the contents
thereof. The Clerk of Council shall make the full text of all legislation adopted by City
Council available to the public.
LEGISLATION
ITEM 12
ORDINANCE NO. O2018-31

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE V OF THE CHARTER OF THE CITY PERTAINING TO BOARDS AND COMMISSIONS.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _______________
Effective: _______________

Attest: _______________________
   Clerk of City Council

H:/Law/leg/2018 Leg/O Charter Proposal H with Exhibit.doc
EXHIBIT “A”

PROPOSAL

That Article V of the Charter be amended to remove the Civil Service Commission and the Park Board as boards created by the Charter and continue as boards created by ordinance, such amended section to read in full, as follows;

Article V

SECTION 1. BOARD OF HEALTH.

The Board of Health shall be composed of seven (7) members, to be appointed by City Council, each to serve without compensation for a term of five (5) years from the date of appointment. A majority of such members shall be a quorum.

Such Board of Health shall exercise all the powers now or hereafter conferred by general law upon boards of health or by ordinance of the City of Middletown.

The present members of the Board of Health shall continue in office until their terms expire and the two (2) new members shall be appointed for terms commencing January 1, 1973.

(Amended 11-7-1972; 11-7-2000)

SECTION 2. BOARD OF LIBRARY TRUSTEES.

The Board of Library Trustees shall be composed of seven (7) members to be appointed by City Council. The Board of Library Trustees now in office shall continue in office until their respective terms shall expire; and City Council is hereby authorized to fill such terms upon the expiration thereof, and said Board of Library Trustees shall exercise the powers, duties, and obligations as provided for by ordinance or the general laws, or which may be hereafter provided by the General Assembly of the State of Ohio; and such Board shall serve without compensation.

(Amended 11-8-1949; 11-7-2000)

SECTION 3. PARK BOARD.

The Park Board shall be composed of five (5) members to be appointed by City Council, each to serve without compensation for a term of five (5) years or until successors are appointed and qualified by City Council and subject at all times to the authority granted by the Charter of said City to City Council. The qualifications and duties of the members shall be determined by ordinance of City Council. (Amended 11-7-1972; 11-7-2000)
SECTION 4. CIVIL SERVICE COMMISSION.

(a) Membership. Within ten (10) days after the election and qualification of City Council, it shall appoint three (3) electors, who shall constitute the Civil Service Commission, one (1) for two (2) years, one (1) for four (4) years, and one (1) for six (6) years, who shall serve until their successors are appointed and have qualified. Any vacancy in the Civil Service Commission shall be filled by the City Council for the unexpired term. City Council may at any time remove any of said Civil Service Commission members for misconduct, neglect of duty, or malfeasance in office, first having given said Commission member an opportunity of being publicly heard in person or by counsel in his own defense.

(b) Powers and Duties. The Civil Service Commission shall serve without compensation, and its duties shall be to enforce the provisions of the Civil Service Law with respect to all offices and places of employment in the City. It shall make such rules for the proper performance of its duties as it shall find necessary and expedient, and as are not inconsistent with the Civil Service Law.

(c) Secretary of Civil Service Commission. The Civil Service Commission may appoint a Secretary who shall keep minutes of its proceedings and records of its examinations, make investigations concerning enforcement of Civil Service Laws and perform such other duties as may be prescribed by the Civil Service Commission. (Amended 11-7-2000)

SECTION 3. OTHER BOARDS AND COMMISSIONS

City Council may establish by ordinance such other boards and commissions that it deems necessary and proper. All boards and commissions created by City Council prior to the adoption of this Section 3 shall continue in full force and effect after such adoption.
LEGISLATION
ITEM 13
ORDINANCE NO. O2018-32

AN ORDINANCE PROVIDING THE SUBMISSION TO THE ELECTORS OF THE CITY OF MIDDLETOWN AN AMENDMENT TO ARTICLE I, SECTION 5 OF THE CHARTER OF THE CITY PERTAINING TO THE CHARTER REVIEW COMMITTEE.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, two-thirds of all members concurring, that:

Section 1

City Council hereby authorizes and directs the submission to the electors of the City of Middletown at an election to be held at the usual place of voting in the City on Tuesday, November 6, 2018, of the following proposal, attached hereto as Exhibit “A” and made a part hereof to amend the Charter of the City of Middletown.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: ________________
Effective: ________________

Attest: ________________
Clerk of City Council
EXHIBIT “A”

PROPOSAL

That Article I, Section 5 of the Charter be amended to provide that the Charter Review Committee be appointed and review the Charter every five (5) years rather than every ten (10) years, such amended section to read in full, as follows;

Article I

SECTION 5. CHARTER REVIEW COMMITTEE.

At least once every ten (10) five (5) years after January 1, 1973 2019, City Council shall appoint a committee of electors of the City as the Charter Review Committee. Such committee shall appoint its Chairman and may name other electors to assist in such review.

Such Committee shall review and recommend to City Council any alterations, revisions, and amendments to this Charter as in its judgment seem advisable. City Council, at its discretion, may submit to the electors any such proposed alterations, revisions or amendments to the Charter.

The members shall serve without compensation unless otherwise provided by ordinance. This section shall not be deemed to prohibit the electors of the City from initiating Charter amendments at any time as otherwise provided by law.
ORDINANCE NO. O2018-33

AN ORDINANCE GRANTING AN AGREEMENT WITH AK STEEL CORPORATION FOR A SIGN EASEMENT AT THE INTERSECTION OF RESEARCH WAY AND UNION ROAD.

WHEREAS, the City owns a piece of property used currently as a roadway adjacent to 6180 Research Way, parcel number 07044260171; and

WHEREAS, AK Steel has unsuccessfully attempted to erect a directional sign in all of the areas surrounding the roadway; and

WHEREAS, AK Steel has requested an easement from the City to erect a directional sign in the median of the above roadway for themselves and any other tenants of the industrial complex served by that roadway;

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, that:

Section 1

The City Manager is hereby authorized to enter into a sign easement agreement with AK Steel Corporation for an easement at the intersection of Research Way and Union Road in a form substantially similar Attachment “1”, attached hereto.

Section 2

It is hereby determined that the subject matter of this legislation is not of a general and permanent nature, does not provide for a public improvement, and does not assess a tax or payment.

Section 3

This resolution shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor
1st reading: June 5, 2018
2nd reading: ______________
Adopted: ________________
Effective: ________________

Attest: ____________________
        Clerk of City Council
SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this “Agreement”) is made effective this ___ day of ________, 2018 by and between THE CITY OF MIDDLETOWN, OHIO, an Ohio municipal corporation (“Grantor”), and AK STEEL CORPORATION, a Delaware corporation (“Grantee”), under the following circumstances:

A. Grantor is the fee owner of a parcel of real property located in Middletown, Ohio commonly known as Parcel ID 07044260171, as more particularly described on Exhibit A attached hereto and made a part hereof (the “Grantor Property”).

B. Grantee subleases from the Warren County Port Authority certain real property owned by Grantor and located adjacent to the Grantor Property at 6180 Research Way, Middletown, Ohio 45005, identified as Parcel ID 07044260161, as more particularly described on Exhibit B attached hereto and made a part hereof (the “Grantee Property”).

C. The Grantor Property and the Grantee Property may be hereinafter individually referred to as a “Property” and jointly referred to as the “Properties.” Additionally, Grantor and Grantee may be hereinafter individually referred to as a “Party” and jointly referred to as “Parties.”

D. Grantor and Grantee intend that the Properties be held, sold and conveyed subject to the easements and covenants contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easements.

   (a) Sign Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of the Grantee Property, a perpetual and non-exclusive easement on, under, over and across the median located on the Grantor Property, as such median
is depicted on and identified by the description “Sign Location” on Exhibit C attached hereto and made a part hereof (the “Easement Area”), to construct, install, display, operate, maintain, repair and replace, at its sole cost and expense, one (1) ground monument sign (the “Sign”) identifying the occupants, owners and/or facility name related to the Grantee Property and such other third-party users as determined by Grantee in its sole discretion pursuant to Section 2 (the “Sign Easement”). In addition to applicable zoning requirements, the requirements for the Sign shall be as follows:

(i) The Sign shall have maximum sign area of eighty (80) square feet;

(ii) The Sign shall have a maximum sign height of ten (10) feet; and

(iii) The Sign shall meet the traffic vision clearance requirements for Union Road.

The Parties acknowledge and agree that the design and dimensions for the Sign attached hereto as Exhibit D and made a part hereof are deemed to satisfy the above listed requirements. Grantee shall be permitted to make any changes to the Sign that it desires in its sole discretion, provided that such changes must comply with the above listed requirements and the terms and conditions of this Agreement.

(b) Landscaping Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of the Grantee Property, a perpetual and non-exclusive easement on, under, over and across the Grantor Property for purposes of installing and maintaining landscaping in the portions of Easement Area immediately surrounding the Sign (the “Landscaping Easement”), comprising an area at least equal to the total sign area of the Sign and including all points where the structural supports of the Sign attach to the ground (the “Landscaping Area”).

(c) Utility Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of the Grantee Property, a perpetual and non-exclusive easement on, under, over and across the Grantor Property for purposes of installing and maintaining utilities in order to provide all necessary or appropriate utility service to the Sign, including without limitation the right to tap into sources of electricity located on or near the Grantor Property for purposes of illuminating the Sign (the “Utility Easement”). The Sign and its related landscaping, utilities and other improvements are collectively referred to in this Agreement as the “Sign Facilities.”

(d) Access Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns and their agents, invitees, employees and contractors, for the benefit of the Grantee Property, a perpetual and non-exclusive easement for vehicular and pedestrian ingress and egress and all customary access purposes (the “Access Easement”) on, over, and
across the Grantor Property as reasonably necessary to perform such construction, installation, operation, maintenance, repair and/or replacement of the Sign Facilities.

2. **Maintenance and Use.**

   (a) **Sign Facilities.** Grantee shall maintain the Easement Area and the Sign Facilities, at its sole cost and expense, in good operating condition and repair and in compliance with all applicable governmental requirements, including, but not limited to, regular lawn care and maintenance of the Easement Area. Grantee shall only be required to maintain the Easement Area and the Sign Facilities and not any other portion of the Grantor Property or the adjacent public roadways (including, but not limited to, the street lamps and trees along Research Road), except to the extent directly caused by the negligence or willful misconduct of Grantee, its agents, invitees, employees and contractors, in which case Grantee shall be responsible for repairing such damage and shall promptly restore, at its sole cost and expense, any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage. So long as Grantee has an interest in any portion of the Grantee Property, Grantee shall have the right to assign signage rights under the Sign Easement to additional users of the Sign, on terms and conditions determined by Grantee in its sole discretion. In the event Grantee assigns signage rights to any additional users under this Section 2(a), then Grantor shall cooperate with Grantee and shall execute and record an amendment to this Agreement reflecting the new user(s) of the Sign. Grantee shall be solely responsible for the maintenance of the Sign Facilities except that, upon the addition of subsequent users to the Sign as provided herein, each such subsequent user shall be obligated to reimburse Grantee pursuant to the terms and conditions determined by Grantee in its sole discretion, which shall be evidenced in the corresponding amendment to this Agreement.

   (b) **Landscaping Area.** In addition to general maintenance of the Easement Area, Grantee shall maintain the Landscaping Area, at its sole cost and expense, in compliance with the latest standards for size, form and quality set forth in the American Standard for Nursery Stock (ANSI Z60.1). Grantee shall clear the Landscaping Area of rocks and noxious weeds and shall stabilize and seed the Landscaping Area with a good quality grass seed and/or groundcover, utilizing native and/or drought tolerant vegetation to the extent reasonable, in order to maintain the Landscaping Area in a manner consistent with the general aesthetics of the Grantor Property.

   (c) Notwithstanding anything contained in this Agreement to the contrary, Grantor shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Easement Area and the Sign Facilities in connection with any damage or destruction of all or any portion of the Easement Area and the Sign Facilities caused by the negligence or willful misconduct of Grantor, its successors and assigns and their agents, tenants and invitees and acknowledges that Grantee has no responsibility for maintenance of the trees in the Easement Area or the light poles.
3. **Covenant Not To Interfere or Hinder Visibility.** Grantor covenants and agrees (i) to refrain from constructing any structure, building or sign, and (ii) to trim and maintain any trees or foliage, in either case that would unreasonably impede or interfere with Grantee’s access to the Easement Area or otherwise hinder the construction, operation or maintenance of the Sign Facilities or the visibility of the Sign from vehicular and pedestrian traffic traversing those portions of highway and other public roadway adjacent to the Grantor Property. Grantee reserves the right to remove, after providing reasonable advance notice to Grantor, any impediments, whether artificial or natural, that unreasonably interfere with the construction, display, operation and/or maintenance of the Sign Facilities.

4. **Indemnification.** Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, liability, loss, damages, or expenses actually incurred by Grantor (including reasonable attorney’s fees) as a result of any negligent act or omission of Grantee or its authorized agents in the exercise of its rights granted by this Agreement. Grantee shall not allow any mechanic’s liens to be placed upon Grantor Property and in the event such a lien does attach to Grantor Property, Grantee shall as soon as practicable bond-off or pay the lien claim, procure and record a release of the lien, and shall indemnify and hold harmless Grantor from and against any and all claims, liability, loss, damages, or expenses actually incurred by Grantor (including reasonable attorney’s fee) as a result of such mechanic’s lien.

5. **Self-Help.** Except as otherwise set forth in this Agreement, if any Party fails to perform any of its obligations set forth in this Agreement (such Party being a “Defaulting Party”), which default reasonably affects any other Party (an “Affected Party”) and continues for a period of thirty (30) days after written notice is provided by the Affected Party to the Defaulting Party, or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if the Defaulting Party fails to proceed promptly after the service of such notice, then the Affected Party shall have the right, in addition to any other remedies under this Agreement or at law or in equity, to perform the obligation for the Defaulting Party. In this event, the Defaulting Party shall, within fifteen (15) days after receiving a written request from the Affected Party together with a paid invoice and reasonable supporting documentation, reimburse the Affected Party for all of or its proportionate share (as applicable) of the cost incurred by the Affected Party. Notwithstanding the foregoing provisions, if a default is of such a nature that access to or the use of either Property by an Affected Party is materially impaired, the Affected Party may exercise its cure rights under this Section after prior notice that is reasonable under the circumstances (including notification by telephone or electronic means as long as the Affected Party uses reasonable effort to have actual contact with representatives of the Defaulting Party).

6. **Notices.** All notices or other communications required or permitted to be given, or in fact given hereunder, shall be in writing and deemed served upon a Party upon three (3) days after deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, or upon receipt after personal delivery of such notice, or upon the next day...
after deposit of such notice for overnight delivery with a nationally recognized overnight courier, in each case addressed to such Party at each such respective Property. Notice of change of address shall be given by written notice in the manner prescribed in this paragraph. Notice upon a successor-in-interest or assignee of the above Parties shall be deemed given if mailed or delivered to the successor-in-interest or assignee at the address provided pursuant to the provisions of this paragraph or, if no such notice is given, to the then current tenant or occupant of Grantor Property or Grantee Property, as the case may be.

7. **Binding Effect; Covenants Running with the Land.** All easements created and granted in this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement and the covenants and provisions hereof and the easements granted herein shall be construed as covenants running with the land.

8. **Complete Agreement and Amendments.** This Agreement is the complete understanding of the Parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties or agreements between the Parties as to the same. Any amendments to this Agreement shall be made in a written, recorded document, executed by each of the Parties.

9. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. **No Waiver.** No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document and be deemed duly executed upon the signing of the counterparts by the Parties.

[Remainder of Page Intentionally Blank; Signature Pages to Follow]
ATTACHMENT “1”

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GRANTOR:

THE CITY OF MIDDLETOWN, OHIO,
an Ohio municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________

STATE OF OHIO )
) SS:
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 2018 by __________________, a __________________ of THE CITY OF MIDDLETOWN, OHIO, an Ohio municipal corporation, on behalf of the municipal corporation.

______________________________
Notary Public
GRANTEE:

AK STEEL CORPORATION,
a Delaware corporation

By: ____________________________
Name: __________________________
Title: __________________________

STATE OF OHIO  )
) SS:
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this ______ day of ________,
2018 by __________________, a __________________ of AK STEEL CORPORATION, a
Delaware corporation, on behalf of the corporation.

Notary Public

This Instrument Prepared By:
Kendall P. Kadish
Keating Muething & Klekamp PLLC
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
**ATTACHMENT “1”
**
**Exhibit A**

**Legal Description of Grantor Property**

**Auditor’s Parcel No. 07-04-426-0171**

Situate in Section 4, Town 2 East, Range 4 North, City of Middletown, Franklin Township, Warren County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of the southeast quarter of said Section 4, said point being in the centerline of Union Road; thence along the east line of said Section 4 and the centerline of Union Road, South 04°36'06" West, 877.03 feet to the intersection of the east line of said Section 4 and the centerline of Union Road with the easterly extension of the southerly line of the property as conveyed JV Landlord Middletown as recorded in Deed 2014-029458 of the Warren County, Ohio Records; thence leaving the east line of said Section 4 and the centerline of Union Road along the easterly extension of the southerly line of said JV Landlord tract, North 86°01'19" West, 52.50 feet to a set 5/8” iron pin and cap (7862) and the real place of beginning of the herein described tract, said point being the southeast corner of the aforementioned JV Landlord tract; thence leaving the southerly line of said JV Landlord tract, along the westerly right of way of Union Road, South 04°36'06" West, 90.59 feet to an existing iron pin and cap at the northeast corner of the property as conveyed to Neyer Real Estate Development in Official Record 5921, Page 657 of the Warren County, Ohio Records; thence leaving the westerly right of way of Union Road, along the lines of said Neyer tract, the following two courses and distances, North 86°55'58" West, 362.50 feet to an existing iron pin and cap; thence South 25°05'14" West, 3.91 feet to a set 5/8” iron pin and cap at the northwest corner of the property as conveyed to Middletown VA, LLC in Official Record 5243, Page 38 of the Warren County, Ohio Records; thence along a new division line, the following five courses and distances, North 86°01'19" West, 229.91 feet to a set 5/8” iron pin and cap (7862); thence along a curve deflecting to the left, having a radius of 400.00 feet, a distance of 422.11 feet, the chord of said curve bears, South 63°44'48" West, 402.79 feet to a set 5/8” iron pin and cap; thence North 56°29'05" West, 100.00 feet to a set 5/8” iron pin and cap (7862); thence along a curve deflecting to the right, having a radius of 500.00 feet, a distance of 520.08 feet, the chord of said curve bears, North 63°18'49" East, 496.95 feet to a set 5/8” iron pin and cap (7862); thence North 03°58'41" East, 0.06 feet to an existing iron pin and cap at the southwest corner of the property as conveyed to JV Landlord-Middletown in Deed 2014-029458 of the Warren County, Ohio Records; thence along the southerly line of said JV Landlord tract, South 86°01'19" East, 602.31 feet to the place of beginning.

Thus containing 2.3999 acres of land and being subject to all easements and restrictions of record.

Bearing used in this legal description are relative to survey record 42, page 91 of the Warren County, Ohio Records.
The above described real estate is part of the same premises as recorded in Official Record 5929, Page 585 of the Warren County, Ohio Records.

Being the result of a survey and plat dated 05/29/15 made by Stephen L. Cahill, PLS of Abercrombie & Associates, Inc., Ohio Registered Surveyor 7862, this survey plat of which is filed in Volume 142, Page 28 in the Warren County Engineers Record of Land division.
Exhibit B
Legal Description of Grantee Property

Auditor’s Parcel No. 07-04-426-0161

Situate in Section 4, Town 2 East, Range 4 North, City of Middletown, Franklin Township, Warren County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of the southeast quarter of said Section 4, said point being in the centerline of Union Road; thence along the east line of said Section 4 and the centerline of Union Road, South 04°36’06” West, 360.00 feet to the intersection of the centerline of Union Road with the easterly extension of the northerly line of the property as conveyed to JV Landlord Middletown in Deed 2014-029458 of the Warren County, Ohio Records; thence leaving the centerline of Union Road, along the northerly line of said JV Landlord tract, North 86°01’19” West, 660.44 feet to an existing iron pin and cap at the northwest corner of JV Landlord tract and the real place of beginning of the herein described tract; thence along the westerly line of said JV Landlord tract and its southerly extension, South 03°58’41” West, 517.06 feet to a set 5/8” iron pin and cap; thence along a new division line, the following two courses and distances, along a curve deflecting to the left, having a radius of 500.00 feet, a distance of 708.38 feet, the chord of said curve bears, South 52°31’29” West, 650.61 feet to a set 5/8” iron pin and cap; thence North 78°03’46” West, 483.01 feet to a set 5/8” iron pin and cap in the easterly line of the property as conveyed to the State of Ohio in Deed Book 481, Page 124 of the Warren County, Ohio Records, said point being in the limited access right of way of Interstate 75; thence along the easterly line of said State of Ohio tract and the easterly limited access right of way of Interstate 75, the following three courses and distances, North 12°10’06” East, 272.32 feet to a set 5/8” iron pin and cap (7862); thence North 08°05’00” East, 500.00 feet to a set 5/8” iron pin and cap (7862) and North 22°07’10” East, 118.52 feet to an existing iron pin at the southwest corner of the property as conveyed to Ben A. & Joni C. Sexton in Deed Book 685, Page 923 of the Warren County, Ohio Records; thence leaving the easterly line of said State of Ohio tract, and the limited access right of way of Interstate 75, along the southerly line of said Sexton tract, South 86°01’19” East, 854.49 feet to the place of beginning.

Thus containing 16.0000 acres of land and being subject to all easement and restrictions of record.

Bearing used in this legal description are relative to survey record 42, page 91 of the Warren County, Ohio Records.

The above described real estate is part of the same premises as recorded in Official Record 5929, Page 585 of the Warren County, Ohio Records.
Being the result of a survey and plat dated 05/29/15 made by Stephen L. Cahill, PLS of Abercrombie & Associates, Inc., Ohio Registered Surveyor 7862, this survey plat of which is filed in Volume 142, Page 28 in the Warren County Engineers Record of Land division.
ATTACHMENT “1”
Exhibit C
Depiction of Easement Area
Exhibit D
Sign

AK Steel
RESEARCH AND INNOVATION CENTER
DATE       May 11, 2018
TO:        Douglas Adkins, City Manager
FROM:      Sarah Fox, General Counsel

Granting of Easement in Right of Way to AK Steel for Directional Sign

PURPOSE
To provide information to Council regarding proposed granting of an easement in the right of way to AK Steel.

BACKGROUND AND FINDINGS
Currently the AK Research Facility has one small directional sign that is placed on the main road. It is not in an ideal position to be seen by travelers. AK has approached the City on multiple occasions to request that they be permitted to place a sign in the median of the road leading back to their property. They feel this will solve any issues with people finding their location and will appear more professional.

To attempt to resolve that issue, AK reached out to adjoining land owners to get permission to erect a sign on their property instead. This has proved to be fruitless. One adjoining property owner is a nursing home that is not able to assist them due to the source of their funding. The other adjoining lot is a VA building and the federal government has made it difficult to proceed with them.

The City’s position has always been that we do not allow anyone to erect signage in our right of way, but this situation is unique and the easement seems appropriate in these circumstances.

AK Steel has spoken with Zoning for approval of their design. They have also agreed to landscape and maintain the median.

ALTERNATIVES
The alternative would be to take no action.

FINANCIAL IMPACTS
No financial impact

EMERGENCY/NON EMERGENCY
Emergency Legislation is not necessary.
LEGISLATION
ITEM 15
ORDINANCE NO. O2018-35

AN ORDINANCE AMENDING CHAPTER 864 (SPECIAL POLICE OFFICERS) OF THE CODIFIED ORDINANCES.

WHEREAS, the City of Middletown currently regulates Special Police Officers; and

WHEREAS, the City has determined that some minor changes in Chapter 864 would be in the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

Chapter 864 (Special Police Officers) of the Codified Ordinances is hereby amended to read in full as set forth in Exhibit "A", attached hereto and made a part hereof.

Section 2

This ordinance shall take effect and be in force at the earliest date permitted by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _________________
Adopted: _________________
Effective: _________________

Attest: ___________________
Clerk of City Council

H:/Law/leg/2018 Leg/O Amend MCO Chapter 864 – Special Police Officers.doc
EXHIBIT “A”

CHAPTER 864: SPECIAL POLICE OFFICERS

§ 864.01 DEFINITION.

As used in this chapter, *SPECIAL POLICE OFFICERS* means security guards, plant guards and all other persons otherwise privately employed in a police capacity, provided that this definition shall not apply to a peace officer, as defined in Ohio R.C. 109.71, when performing police work for a private employer while off duty from his regular public duties.

(Ord. 5639, passed 2-6-1973)

§ 864.02 COMMISSION REQUIRED.

Except as may be otherwise provided by State law, no person shall engage in the business of or represent himself or herself to be a special or private police officer within the City without first having been commissioned as provided in this chapter.

(Ord. 3388, passed 10-8-1958)

§ 864.03 APPLICATION FOR COMMISSION; FEE.

(a) Every person desiring to engage in the business of a special police officer or private detective shall make written application, on forms to be provided, to the Director of Public Safety, Chief of Police, or their designee. Such person shall not be less than 18 years of age. No person who has been convicted of a felony or a misdemeanor involving moral turpitude within the past ten years, shall be appointed as a special police officer.

(b) The applicant shall truthfully answer under oath or affirmation all questions contained in his or her application and shall appear before the Chief of Police for examination as to his or her qualifications and as to the necessity for his or her appointment. The Chief of Police shall transmit to the City Manager his or her report concerning the application and his or her recommendations. If the City Manager requires, the applicant shall appear before the City Manager, or their designee, for further examination.

(c) The fee to be assessed each applicant shall be established by the Chief of Police and shall coincide with a fee schedule, as provided for in subsection (d) of this section, twenty-five dollars ($25.00), and no part thereof shall be refunded because of failure of the applicant to qualify.

(d) The fee schedule shall be established by the Chief of Police and reviewed as needed, subject to approval by the City Manager. Once approved, fee amounts and any changes shall be posted immediately. The master fee schedule shall be posted at the Records Section of the City of Middletown Division of Police and shall be readily available for inspection by the public.
§ 864.04  ISSUANCE OF COMMISSION; IDENTIFICATION CARDS.

(a) Upon approval of the Chief of Police, confirmation of the City Council and upon filing of the bond required in § 864.07, the Director of Public Safety shall issue to the applicant a commission authorizing him or her to engage in such duties and at such places as are set forth in such commission. Each commission shall expire one year after issued, unless sooner revoked as provided in this chapter.

(b) At the time of receiving his or her commission, the special police officer shall pay a fee of five dollars ($5.00) as provided for on the fee schedule fully described in Section 864.03(d) for his or her identification card and photograph and fingerprinting. Such card shall be red in color with include the word “Special” imprinted upon its face and shall contain an accurate description and an affixed photograph of the holder. Upon revocation or expiration of a commission, such card shall be returned to the Chief of Police.

§ 864.05  CERTIFICATION REQUIRED.

No person shall be commissioned as a special police officer who has not received a certificate from the executive director of the Ohio Peace Officer Training Council as provided in Ohio R.C. 109.78, provided that this prohibition shall not apply to any person who has completed 20 years of active service as a “peace officer”, as defined in Ohio R.C. 109.71.

(Ord. 5639, passed 2-6-1973)

§ 864.06  OATH OF SPECIAL POLICE OFFICER.

Every special police officer, at the time he or she receives his or her commission shall take and subscribe to an oath or affirmation similar to the oath or affirmation administered to police officers of the City.

(Ord. 3388, passed 10-8-1958)

§ 864.07  BOND OF SPECIAL POLICE OFFICER.

Every special police officer shall file with the Chief of Police, or his or her designee Director of Public Safety, at the time he or she receives his commission, a good and sufficient bond, to be approved by the Director of Law, payable to the City, for the benefit of any person whom he or she injures in person or property, in a sum equal to one thousand dollars ($1,000.00), and conditioned upon the lawful performance of his or her duties.

§ 864.08  RENEWAL OF COMMISSION.

Every special police officer commissioned under the provisions of this chapter may renew his commission upon submission and review of an application packet without examination within ten days of its expiration on the payment of a fee as provided for on the above listed fee schedule of twenty-five dollars ($25.00) and the filing of the bond required in § 864.07.
§ 864.09  REVOCATION OF COMMISSION.

The Director of Public Safety Chief of Police, or their designee, with the advice and consent of the City Council, is hereby authorized to revoke any commission issued under the provisions of this chapter whenever, in his or her opinion, the need therefor no longer exists, or for cause. The following, among others, shall be considered as just cause for revocation:
(a) Violation of any applicable provisions of this chapter;
(b) Violation of any rule and regulation of the Division of Police so far as these may be applicable;
(c) Conviction for any offense, except minor traffic violations;
(d) Assumption of duties other than set forth in the commission; and
(e) Any conduct unbecoming to the office.

§ 864.10  COMPENSATION OF SPECIAL POLICE OFFICER.

Each special police officer shall receive his compensation entirely from the person employing him or her and shall not be entitled to receive any compensation from the City or to share in any benefits provided by law or ordinance for regular police officers of the City.
(Ord. 3388, passed 10-8-1958)

§ 864.11  DUTIES OF SPECIAL POLICE OFFICERS.

The duties which a special police officer is authorized by his or her commission to perform are as follows:
(a) Plant guard: to guard and protect, for hire, the premises of a person engaged in industry, and to direct traffic on public streets adjacent to such premises as an incident to such duties;
(b) House guard: to guard and protect, for hire, the residential premises of another person;
(c) Merchant police officer: to guard and protect, for hire, the business premises of another person;
(d) City Centre Mall security officers: to guard and protect, for hire, the business premises of another and the public areas located in the City Centre Mall; to act as the agent for merchants in the City Centre Mall for the purposes of detaining suspected shoplifters under § 606.23 of the General Offenses Code; to control parking, with the same authority as police officers, in the following parking areas:
(1) The City Parking Garage;
(2) The southeast corner of Vail Avenue and Verity Parkway (Lot 112);
(3) C, B and D Parking Lots (Lots 90, 91, 92 and 78; Part Lots 77, 89, 90, 91 and 92);
(4) Vacated Verity Parkway, west of Lots 157 and 1146; and
(5) Part Lots 14, 15 and 74;
(e) Escort service and traffic direction: to escort and protect, for hire, motor vehicle processions, and to direct vehicular traffic in the accomplishment thereof; and
(f) Parking control officers: to control parking and enforce the parking ordinances of the City with the same authority as police officers.
§ 864.12 CHANGE IN DUTIES.

Any special police officer desiring to engage in duties other than those specified in his or her commission, shall make application and qualify as an original applicant for commission, provided, however, that those who engage solely in the duties of a plant guard shall be issued a commission without examination on the recommendation of the employer and pursuant to review by the Chief of Police.

§ 864.13 AUTHORITY OF SPECIAL POLICE OFFICER.

A special police officer shall have the powers of arrest of a police officer of the City but only when in uniform and only in connection with the duties set forth in his or her commission. He or she shall be subject to the orders of the Chief of Police of the City, and may be permitted to carry arms while on duty and in uniform. If permitted to carry arms, he or she shall file a bond in the penal sum of twenty thousand dollars ($20,000.00) for the benefit of any person wrongfully injured in person or property by his or her use of such arms, which bond shall be in addition to that required in § 864.07.

(Ord. 5639, passed 2-6-1973)

§ 864.14 UNIFORM OF SPECIAL POLICE OFFICER.

When on duty, all special police officers and plant guards shall be clad in a uniform as prescribed by the Director of Public Safety provided, however, that plant guards may wear such uniform as the employer prescribes.

§ 864.15 COMMISSION FOR PRIVATE DETECTIVES.

(a) Upon the recommendation of the Chief of Police and the confirmation of the City Council, the Director of Public Safety may commission a private or special detective as a special police officer. The commission thus issued shall be the authority for such private detective to exercise the same powers as a merchant police officer, although in plain clothes, and to carry arms when on duty if the Chief of Police approves in writing the carrying of arms. However, if permitted to carry arms, he or she shall file a bond in the penal sum of twenty thousand dollars ($20,000.00) for the benefit of any person wrongfully injured in person or property by his or her use of such arms, which bond shall be in addition to that required in § 864.07.

(b) Any commission thus issued shall be subject to payment of a fee of ten dollars ($10.00) as provided for by the fee schedule fully describe in section 864.03(d) and to the provisions of §§ 864.06, 864.07, 864.09 and 864.10.

§ 864.16 APPROVAL OF BOND.

The bonds required in §§ 864.07, 864.13 and 864.15 shall be subject to the approval of the Director of Public Safety Chief of Police and Law Department.
§ 864.99 PENALTY.

Editor’s note:
See § 804.99 for general Code penalty if no specific penalty is provided.
DATE       May 16, 2018
TO:        Douglas Adkins, City Manager
FROM:      Sarah Fox, General Counsel

MODIFICATION OF MCO CHAPTER 864: SPECIAL POLICE OFFICERS

PURPOSE
To provide information to Council regarding proposed modifications to MCO Chapter 864: Special Police Officers.

BACKGROUND AND FINDINGS
Currently, the City of Middletown regulates Special Police Officers under Chapter 864 of our Codified Ordinance. This Chapter was mostly created in the late 1950s and has been modified in pieces since then, with the most recent change occurring in 1987.

After speaking with the staff of the police department that administer this section, they have recommended some slight changes to the Chapter to encourage simplicity and efficiency.

ALTERNATIVES
The alternative would be to take no action. The current legislation would remain.

FINANCIAL IMPACTS
No financial impact.

EMERGENCY/NON EMERGENCY
Emergency Legislation is not necessary.
LEGISLATION
ITEM 16
ORDINANCE NO. O2018-36

AN ORDINANCE AMENDING SECTION 209.07 (BID SECURITIES) OF THE CODIFIED ORDINANCES.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio, that:

Section 1

Section 209.07 (Bid Securities) of the Codified Ordinances is hereby amended as set forth in full in Exhibit “A”, attached hereto and made a part hereof.

Section 2

This ordinance shall take effect and be in force at the earliest date permitted by law.

__________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _________________
Adopted: _________________
Effective: _________________

Attest: ________________________
Clerk of City Council

H:/Law/leg/2018 Leg/O Amend MCO Section 209.07.doc
EXHIBIT “A”

SECTION 209.07 BID SECURITIES.

Bid guarantees for the construction, demolition, alteration or repair of public improvements contracted for by the City pursuant to Ohio R.C. 153.54 shall be equal to 5% 10% of the bid.
DATE May 16, 2018
TO: Douglas Adkins, City Manager
FROM: Sarah Fox, General Counsel

Change Middletown Codified Ordinance 209.07

PURPOSE

To provide information to Council regarding a proposed modification of Middletown Codified Ordinance 209.07

BACKGROUND AND FINDINGS

Codified Ordinance 209.07 addresses Bid Securities. Currently it states: “Bid guarantees for the construction, demolition, alteration, or repair of public improvements contracted for by the City pursuant to Ohio R.C. 153.54 shall be equal to 5% of the bid.” This was passed on June 2, 1991.

Ohio Revised Code section 153.54 was amended in 2007 and again in 2011. It appears that one of those amendments provided for a bid guaranty of ten percent of the bid.

Based on the foregoing, we would request that the language in our codified ordinance be amended to reflect the amount required by the Ohio Revised Code.

ALTERNATIVES

The alternative would be to take no action. We would not be in agreement with what the Ohio Revised Code requires.

FINANCIAL IMPACTS

No financial impact to the City, except in the instance of a default on a bid guaranty we would receive 10% instead of 5%.

EMERGENCY/NON EMERGENCY

Emergency Legislation is not necessary.
LEGISLATION
ITEM 17
ORDINANCE NO. O2018-37

AN ORDINANCE ESTABLISHING A PROCEDURE FOR AND AUTHORIZING A CONTRACT WITH THE COMMUNITY BUILDING INSTITUTE.

WHEREAS, the City owns and operates the Robert “Sonny” Hill, Jr. Community Center; and

WHEREAS, the Community Building Institute provides services for the day-to-day operation of the Community Center; and

WHEREAS, the previous contract with the Community Building Institute is set to expire;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

The City Manager without complying with the procedures of Chapter 735 of the Ohio Revised Code is authorized to enter into a contract for the day-to-day operation of the Robert “Sonny” Hill, Jr. Community Center with the Community Building Institute, in a form substantially similar to the one attached hereto as Exhibit “A”.

Section 2

For said purpose the Director of Finance is hereby authorized and directed to pay a sum as budgeted for the calendar years covered by the contract from the General Fund (Fund #100).

Section 3

City Council hereby determines that the procedure to be followed in the award and execution of the aforesaid contract shall consist solely of the procedure set forth in this ordinance and the provisions of Chapter 735 of the Ohio Revised Code shall not be applicable to the award and execution of the aforesaid contract.

Section 4

It is hereby determined that the subject matter of this legislation is not of a general and permanent nature, does not provide for a public improvement, and does not assess a tax or payment.
Section 5

This ordinance shall take effect and be in force at the earliest time permitted by law.

Lawrence P. Mulligan, Jr., Mayor

1st Reading: June 5, 2018
2nd Reading:______________
Adopted:_______________
Effective:_______________

Attest:________________________
Clerk of City Council

H:/Law/new/2014 Leg/O Contract with Community Building Institute.doc
COMMUNITY CENTER MANAGEMENT AGREEMENT

This Community Center Management Agreement ("Contract") is made and entered into effective as of the_____ day of __________, 2018 (“Effective Date”) by and between COMMUNITY BUILDING INSTITUTE, INC., an Ohio Corporation with tax exempt status whose principal place of business will be located at 800 Lafayette Avenue, Middletown, Ohio 45044 ("CBI") and the CITY OF MIDDLETOWN, Ohio, an Ohio Municipality whose principal place of business is located at City of Middletown, One Donham Plaza, Middletown, Ohio 45042 ("City”).

WHEREAS, the City of Middletown, Ohio desires to make available certain recreational and social services to its residents at the Sonny Hill Community Center ("Center"), located at 800 Lafayette Avenue, Middletown, Ohio 45044; and

WHEREAS, the CBI desires to provide certain recreational and social services to the public at the Center as more fully described herein; and

WHEREAS, the City of Middletown and CBI desire to have CBI manage operations at the Center during the Term of this Agreement;

NOW THEREFORE, for good and valuable consideration, the undersigned hereby agree as follows:

1.  CBI Requirements. Starting as soon after the Effective Date as is practical, CBI will assume operational responsibility for the Center, consistent with the terms and conditions of this Agreement.

   A.  During the Term, CBI shall use best efforts to ensure that the Center will operate during hours as agreed upon by the City. Notwithstanding anything to the contrary contained herein, CBI may elect to delay and/or suspend operations at the Center, and/or the provision of any Services, if CBI, in its sole discretion, feels that it is reasonably prudent to do so for safety or logistical reasons resulting from any of the following: inclement weather conditions or other natural disasters or emergencies; orders from the police, fire department or other emergency personnel; the conditions of any facilities and/or transportation used in the provision of any Services; or, staffing shortages. In addition to operations during agreed upon hours, CBI may offer weekend programming as later agreed between the parties.

   B.  As part of the Services. CBI will develop programming of a social and recreational nature for all age groups, from pre-school up to and including adults (collectively “Programming”). Programming details and specifics will be based on Center funding, Center staffing, community needs, CBI’s mission and objectives and the City’s stated interests. CBI shall review Programming with the City, and provide the City with a reasonable time to review, and approve, comment and request any changes the City reasonably deems appropriate. CBI will receive City approval before
implementation of new programming and the City will not unreasonably withhold its approval.

C. CBI will provide rental opportunities throughout the Center as available. The City and CBI shall agree on rental paperwork, policies and procedures consistent with industry norms. Rental income generated through rental of the Center will be utilized by CBI solely for the operations and maintenance or repair of the Center, or such rental income may be held or invested in contemplation of future Center operations, maintenance or repair, or future expansion of Center services or facilities.

D. CBI will be responsible for general maintenance and upkeep of the facility including utilities and facility and equipment repairs up to an annual maximum of $2,500. Major facility and/building or equipment repairs or replacements valued in excess of $2,500 shall be considered Capital Expenses and shall be handled consistent with Section 2(C) below. If CBI, in its sole and reasonable determination, determines that replacement of a given necessary facility and/or equipment repair is more cost effective, and such total replacement value exceeds $2,500, such replacement shall be considered Capital Expenses and shall be handled consistent with Section 2(C) below.

E. The City shall have access to and the right to use the Center in a manner not to interfere with existing Center programming (“City Annual Events”), and CBI shall not charge the City a facilities rental fee for such City Annual Events. Without limiting the City’s access to or use of the Center, the City shall endeavor to limit the City Annual Events to six events or less. The exact timing, duration, scope, costs and responsibilities of such City Annual Events shall be mutually agreed to in advance. CBI will utilize commercially reasonable efforts to accommodate the City’s preferred timing for the City Annual Events. In addition, depending on funding availability, CBI agrees to support and host back to school events each fall in coordination with the Middletown City School District (“Back to School Events”), and CBI shall not charge the City or the Middletown City School District a facilities rental fee for such Back to School Events. The exact timing, duration, scope, costs and responsibilities of such Back to School Events shall be mutually agreed to in advance between CBI and the Middletown City School District. Moreover, CBI agrees to support an annual multi-cultural diversity festival (“Multi-Cultural Diversity Festival”), and CBI shall not charge the City or any Festival organizers a facilities rental fee for such Multi-Cultural Diversity Festival. The exact timing, duration, scope, costs and responsibilities of such Multi-Cultural
Diversity Festival shall be mutually agreed to in advance between CBI, the City, and any Festival organizers.

F. CBI, in its sole discretion, may apply for and utilize grant opportunities to fund Center operations, repair and/or maintenance, as well as the provision of any Programming. CBI may sell advertising space and/or sponsorship of Center space or activities, including Programming or Services. The City retains the right to reject advertising contrary to City interests or objectives. CBI will be responsible for any grant administration and/or contracts for advertising and/or sponsorship. Such advertising and/or sponsorship revenue will be utilized by CBI solely for the operations, maintenance or repair of the Center, or may be held or invested in contemplation of future Center operations, maintenance or repair, or future expansion of Center Programming, services, or facilities.

G. Media releases, public announcements, and public disclosure regarding the Center shall be coordinated between CBI and the City prior to any release.

H. Fees and Reimbursements. CBI shall invoice the City $25,000 per quarter for a total of $100,000 annually (“City Funding Obligation”) during the term of the Agreement. The invoice shall be sent to the City, Attention: Community Revitalization Department, no later than the 20th of the month of the quarter, with a listed payment due date of the 1st day of the subsequent month. CBI hereby acknowledges that the City cannot make payments without proper documentation and failure to timely provide required documentation may delay monthly payments to CBI.

I. Property Damage. Any property owned by CBI located at the Center that is damaged due to property maintenance issues with the building (for example, water damage from a leaky roof) in excess of $500 shall be covered by the City.

2. City Requirements.
   
   A. The City will pay the City Funding Obligation according to the schedule in Section 1(H) above. The City hereby acknowledges that the City Funding Obligation payments are essential to Center operations and the provision of Services, and that any City-caused delay in CBI’s receipt of City Funding Obligation payments may result in the suspension of Center operations and/or the provision of Services.

   B. Any grants and/or donations to CBI for Center operations, maintenance, repairs, expansion or the provision of any Programming and/or Services during the contract Term shall be in the name of, and under the control of, CBI. Such grants and/or donations contemplated herein shall be separate
and apart from the City Funding obligation in Section 2(A) above, and shall not relieve the City of its City Funding Obligation.

C. Capital Expense needs including major building and equipment repairs, valued in excess of $2,500 shall be the responsibility of the City, over and above the City Funding Obligation set forth in Section 2(A) above. Such repairs and/or replacements shall be subject to City Council appropriation of funds for this purpose, where required by City policies and procedures. The City retains the sole right to determine whether repair or replacement of a facility asset is appropriate. If CBI determines that replacement of a given necessary facility item and/or major equipment is more cost effective, as contemplated in Section 1(D) above, and the City elects to fund repairs and not replacement of the facility item or equipment requested by CBI, CBI’s sole remedy shall be the termination provisions contained in Section 3 below. If the City elects not to fund repairs or replacement of an item necessary for health or safety of CBI staff or Center patrons, the City shall notify CBI in writing of its election not to make Capital Expense repairs or replacement to the Center. CBI’s sole remedy is to terminate this Agreement as provided in Section 4.

D. CBI will provide annual operational reports to the City’s Community Revitalization Department, including a description of any Programming or Services being offered and attendance records for each Program or Service. This report shall be due no later than August 1st of each year. The City shall review and approve operational hours, policies, procedures and Programming presented by CBI for the Center. The City will not unreasonably withhold its approval of CBI operational decisions. Any additional needs by CBI or the Community Center can be addressed in that report as well for the City to consider at budget time.

E. Damage to building. The City understands that any building damage (i.e. flood, leak, storm damage, etc.) may hinder CBI from performing programming activities and agrees not to hold CBI responsible for less activity until said damage is remedied.

3. Term. This Agreement shall be in effect for three (3) years from the Effective Date (“Term”) with the right to extend for up to an additional two (2) years upon written agreement of both parties at that time. However, either side shall have the right to terminate this Agreement, for any reason, beginning on the first day of the 25th month following the Effective Date. Any such exercise of such right of termination by either party shall be in writing, and such termination shall not take effect for one hundred-eighty (180) days from the date such written notice was provided to the other party.

4. Conditions. The City is committed to the Center. However, under Ohio law, the
City may not bind future Council’s ability to appropriate funding levels. If during the Term a future City Council does not appropriate funding for City’s Funding Obligation as set forth in Section 2(A) above, or provide funding for repair or replacement of a Capital Expense item as defined in Section 2(C) necessary for health and safety of CBI staff or Center patrons, CBI shall have the right to terminate this Agreement in writing, with termination deemed effective upon the exhaustion of City funding or upon written receipt of the City’s intention not to fund repair or replacement of a Capital Expense necessary for health and safety.

5. Personnel. During the Term CBI shall be solely responsible for selection, hiring and termination of personnel at the Center.

6. Insurance. CBI shall maintain a $1,000,000 commercial general liability insurance policy. To the extent permitted by Ohio Law, CBI shall indemnify and hold the City harmless for any and all injuries, losses, etc. which result solely from the CBI’s operations of the Center. The foregoing shall not be construed as an obligation to indemnify, defend or hold harmless the City for the City’s losses arising out of the City’s negligent acts or of the City’s officers, agents, employees or volunteers.

7. Entire Agreement. This Contract constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral, explicit or implied, of the parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Contract. No provisions of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by City and CBI. No waiver by either party hereto at any time of any breach by the other hereto of, or compliance with, any condition or provision of this Contract to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

8. Notices. All notices required to be given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by registered or certified mail, postage pre-paid, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change the address to which future notices shall be sent.

9. Governing Law. The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end this Contract shall be considered as a contract made and to be performed in Butler County and the State of Ohio.

10. Enforceability. Any provision of this Contract which is deemed invalid, illegal or unenforceable in any jurisdiction, shall, as to that jurisdiction, be ineffective to the
extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this Contract invalid, illegal or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

_________________________    By:  ___________________________
Date        On Behalf of CBI

_________________________    By:  ___________________________
Date        On Behalf of the City of Middletown

Attest:______________________
Amy Schenck
Clerk of City Council

Approved as to form:___________________
Sarah N. Fox
General Counsel
May 2, 2018

TO: Douglas Adkins, City Manager

FROM: Kyle Fuchs, Director – Community Revitalization Department

PURPOSE
To authorize the City Manager to enter into a contract with the Community Building Institute to provide management of the Robert “Sonny” Hill Jr. Community Center.

BACKGROUND AND FINDINGS
In 2014 the City entered into a contract with Community Building Institute (CBI) to assume the day to day operations at the Robert “Sonny Hill” Jr. Community Center. The partnership has been a tremendous success. Improvements have been made to all parts of the building, attendance has significantly increased, and new and improved programming has been undertaken. At the same time, partnering with CBI has reduced the General Fund subsidy since its implementation. Therefore, the City recommends continuing our relationship with CBI with a three (3) year contract with an option to extend for an additional two (2) years.

ALTERNATIVES
Do not renew the contract and advertise for a Director position at the Center.

FINANCIAL IMPACTS
$100,000 annually

EMERGENCY/NON EMERGENCY
Non-emergency
LEGISLATION
ITEM 18
ORDINANCE NO. O2018-38

AN ORDINANCE ESTABLISHING A PROCEDURE FOR AND AUTHORIZING A CONTRACT WITH FLOTTWEG FOR THE PURCHASE OF A DEWATERING CENTRIFUGE.

BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

The City Manager without complying with the procedures of Chapter 735 of the Ohio Revised Code is authorized to enter into a contract with Flottweg for the purchase of a dewatering centrifuge at the Wastewater Treatment Plant.

Section 2

The Director of Finance is hereby authorized and directed to pay a sum not to exceed $415,000.00 from the Sewer Capital Reserve Fund (Fund # 495).

Section 3

City Council hereby determines that the procedure to be followed in the award and execution of the aforesaid contract shall consist solely of the procedure set forth in this ordinance and the provisions of Chapter 735 of the Ohio Revised Code shall not be applicable to the award and execution of the aforesaid contract.

Section 4

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st Reading: June 5, 2018
2nd Reading: ____________
Adopted: ________________
Effective: ________________

Attest: ________________
Clerk of City Council
May 23, 2018

TO: Doug Adkins, City Manager  
FROM: Cindy Strayer, Purchasing Agent

PURPOSE

To request the purchase of a new dewatering centrifuge unit for the Wastewater Treatment Plant in an amount not to exceed $415,000

BACKGROUND and FINDINGS

The Middletown WWTP discharges into the Lower Great Miami River after the waste solids have been removed through the dewatering process. Middletown has used two different types of dewatering equipment – a centrifuge unit used as the primary unit, and a belt filter press, which is the backup unit. Hazen and Sawyer (Hazen) was hired to review the current equipment and dewatering operations; evaluate the dewatering alternatives available to the City; and develop probable project costs based on the type of equipment recommended for the City.

After a thorough evaluation and comparison of various equipment, manufacturers, life cycle cost comparisons, reliability, availability of parts and O&M costs, Hazen recommended the City consider a centrifuge unit. The Flottweg, Andritz and Sully centrifuge units were all evaluated. Sully’s new units are $495,000. Sully also sells reconditioned units at a lower price point, but the City is not interested in a used centrifuge. The Andritz unit is similar to the Andritz unit currently in use at the plant. The City has had maintenance issues with the current Andritz unit, plus this unit is approximately $50,000 higher in cost. The Flottweg unit meets our needs, is successfully operating in another plant similar to Middletown’s, has a fairly local (Independence, KY) service center, and is lower in cost than the other two units. Hazen has recommended the Flottweg unit to the City.

FINANCIAL IMPACT

The original estimate from Hazen for the new unit with their engineering assistance was approximately $1 million. By working directly with Flottweg and doing some of the maintenance work ourselves, the City is able to save a considerable amount of money. This $415,000 will include the centrifuge, conveyor, and the control cabinets, as well as integration to the existing system. There is $500,000 in the Sewer Capital Fund to cover this expenditure.
EMERGENCY/NON EMERGENCY

Non-Emergency.

cc: Jacob Burton, Finance Director
    Scott Tadych, Director of Public Works & Utilities
    Sarah Fox, Staff Attorney
    Gerry Burris, WWTP Manager
    Amy Schenck, Clerk of Council
    File

k:\CITY MANAGER June 5, 2018\2018 Centrifuge
LEGISLATION
ITEM 19
RESOLUTION NO. R2018-09

A RESOLUTION TO MAKE ADJUSTMENTS TO APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MIDDLETOWN, COUNTIES OF BUTLER AND WARREN, STATE OF OHIO, FOR THE PERIOD ENDING DECEMBER 31, 2018. (GENERAL FUND)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Middletown, Butler/Warren Counties, Ohio:

Section 1

The following sums are hereby appropriated from the General Fund of the City to accounts of the City for the purposes herein described as follows:

FROM: Unappropriated General Fund (Fund #100) $25,000.00
TO: Accounts of 261 (100.261.52520) $25,000.00
TOTAL GENERAL FUND $25,000.00

Section 2

The following sums are hereby transferred from the General Fund of the City and appropriated to the Nuisance Abatement Fund of the City for the purposes herein described as follows:

FROM: General Fund (Fund # 100) $150,000.00
TO: Nuisance Abatement Fund, Accounts of 115 (260.115.52535) $150,000.00
TOTAL $150,000.00

Section 3

The Director of Finance is hereby authorized to draw his warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, approved by the Board of Officers authorized by law to approve the same, or an ordinance or resolution of the City Council to make expenditures provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

Section 4

All legislation inconsistent herewith is hereby repealed.
Section 5

This resolution shall take effect and be in force from and after the earliest period allowed by law.

__________________________
Lawrence P. Mulligan, Jr., Mayor

1st reading: June 5, 2018
2nd reading: _______________
Adopted: _______________
Effective: _______________

Attest: ___________________
    Clerk of City Council
May 9, 2018

TO: Douglas Adkins, City Manager

FROM: Kyle Fuchs, Director – Community Revitalization Department

PURPOSE

Twenty-five thousand dollars ($25,000) additional funds required for building maintenance.

BACKGROUND AND FINDINGS

Additional funds are required to make needed repairs to the building; such as replacing ceiling tiles, upgrading exterior lighting, spot replacing of carpet, upgrading the lobby HVAC system, and other miscellaneous small items that need attention. Upgrading the exterior lighting will make the area surrounding the building safer. Any improvements made will increase the comfort and well-being of the employees and visitors to the building.

ALTERNATIVES

Not making the listed repairs/upgrades will further deteriorate the building causing an uninviting environment for employees and visitors to the building.

FINANCIAL IMPACTS

$25,000

EMERGENCY/NON EMERGENCY

Non-emergency
DATE       May 7, 2018

FROM:      Doug Adkins, City Manager

SUBJECT   Purchase of Blighted Property

PURPOSE
To appropriate from the General Fund $150,000 to be used to purchase blighted property for demolition under the land bank NIP demolition grant

BACKGROUND AND FINDINGS
The NIP grant allows demolition of blighted property in selected neighborhoods. While the bulk of the program is geared towards using expedited foreclosure to seize tax delinquent land, there is a provision that allows donations and/or purchase of blighted residential property for demolition. These funds would be used to purchase property less than $25,000 in value for future demolition under the NIP program.

FINANCIAL IMPACTS
$150,000 from the General Fund to Fund 260 to be spent on NIP demolitions in account # 260-115-52535.

EMERGENCY/NON EMERGENCY
This is a not an Emergency item.
LEGISLATION
ITEM 20
RESOLUTION NO. R2018-12

A RESOLUTION TO MAKE ADJUSTMENTS TO APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MIDDLETOWN, COUNTIES OF BUTLER AND WARREN, STATE OF OHIO, FOR THE PERIOD ENDING DECEMBER 31, 2018. (CIVIC DEVELOPMENT FUND)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio:

Section 1

The following sums are hereby appropriated from the Civic Development Fund of the City to accounts of the City for the purposes herein described as follows:

FROM: Unappropriated Civic Development Fund (Fund # 249) $62,513.00
TO: Misc. Contractual Services, Accounts of 990 (249.990.52980) $62,513.00
TOTAL CIVIC DEVELOPMENT FUND $62,513.00

Section 2

The Director of Finance is hereby authorized to draw his warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, approved by the Board of Officers authorized by law to approve the same, or an ordinance or resolution of the City Council to make expenditures provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

Section 3

All legislation inconsistent herewith is hereby repealed.

Section 4

This resolution shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr. Mayor

1st Reading: June 19, 2018
2nd Reading: 
Adopted:
Effective:

Attest:_____________________
Clerk of City Council
DATE: May 22, 2018

TO: Doug Adkins, City Manager

FROM: Jacob Burton, Finance Director

Supplemental Appropriations – Civic Development Fund

PURPOSE

The purpose of this staff report is to request a supplemental appropriation for the Civic Development Fund (Fund 249) in the amount of $62,513 to account 249.990.52980 for payments to a CVB.

BACKGROUND and FINDINGS

The City received $365,026.43 in hotel/motel tax collections in 2017. As required by Ohio Revised Code, the City must spend fifty percent of the revenue from the tax solely to make contributions to convention and visitors’ bureaus operating within the county in which the municipal corporation is wholly or partly located. The City budgets $120,000 annually for payment to the Middletown Convention and Visitor’s Bureau. We need a supplemental appropriation for $62,513.21 for the additional payment from 2017 collections that must be made to a CVB within Butler or Warren County.

FINANCIAL IMPACT

This legislation will reduce the Civic Development Fund balance by $62,513.21.

ALTERNATIVES

The City must make this payment to be in compliance with Ohio Revised Code.

EMERGENCY/NON EMERGENCY

Non-Emergency

Cc: Jennifer Ekey, Economic Development Director
    Shelby Quinlivan, Communications Coordinator
LEGISLATION
ITEM 21
ORDINANCE NO. O2018-40

AN ORDINANCE ESTABLISHING A PROCEDURE FOR AND AUTHORIZING THE AMENDMENT AND EXTENSION OF A CONTRACT WITH MEDICOUNT MANAGEMENT, INC. FOR AMBULANCE BILLING SERVICES.

WHEREAS, on June 2, 2015, the legislative authority of the City of Middletown authorized in Ordinance No. O2015-37, a three-year agreement with Medicount Management, Inc. for ambulance billing services; and

WHEREAS, the vendor has offered to amend and extend the current contract for an additional three year period; and

WHEREAS, it is in the best interest of the City to amend and extend said contract through 2021;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

The City Manager, without complying with the procedures of Chapter 735 of the Ohio Revised Code, shall enter into an amendment and extension of the contract with Medicount Management, Inc. for ambulance billing services (November 1, 2018 thru October 31, 2021). The contract shall be in a form substantially similar to Exhibit “A”, attached hereto.

Section 2

The cost of the service is paid from the billing receipts collected by the vendor. For said purpose the Director of Finance is hereby authorized and directed to pay the necessary fees from the billing receipts in accordance with the contract.

Section 3

The Council hereby determines that the procedure to be followed in the award and execution of the aforesaid contract shall consist solely of the procedure set forth in this ordinance and the provisions of Chapter 735 of the Ohio Revised Code shall not be applicable to the award and execution of the aforesaid contract.

Section 4

It is hereby determined that the subject matter of this legislation is not of a general and permanent nature, does not provide for a public improvement, and does not assess a tax or payment.
Section 5

This ordinance shall take effect and be in force at the earliest time permitted by law.

Lawrence P. Mulligan, Jr., Mayor

1st Reading: June 19, 2018
2nd Reading:_____________
Adopted:_______________
Effective:_______________

Attest:_____________________
   Clerk of City Council
CLIENT SERVICES AGREEMENT

This Agreement is made and entered into as of the ___ day of ____, 2018 by and between Medicount Management, Inc. (“Medicount”) and CITY OF MIDDLETOWN, BUTLER COUNTY, OHIO, (“EMS Agency”).

WHEREAS, EMS Agency provides emergency medical services (“EMS Services”); and
WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Billing Services. Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EMS Services. As the billing agent, Medicount will provide all billing services on behalf of EMS Agency for the EMS Services and will manage the accounts receivable for the EMS Services (collectively, the “Billing Services”). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.

2. EMS Agency Obligations. EMS Agency will use Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at a minimum fulfill the obligations outlined in Exhibit B attached hereto, as the same may be modified from time to time by mutual agreement.

3. Compensation.

   a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a base rate fee for the first year equal 5.50% of the gross amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or “take-backs”) but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, plus (ii) any additional fees set forth herein or in any exhibit or addenda attached hereto (collectively, the “Medicount Compensation”).

   b. EMS Agency will also be responsible for any third party costs incurred by Medicount in performing the Billing Services under this Agreement including, but not limited to (i) any fees or charges assessed by governmental agencies or insurance agencies for required provider numbers, licensing, certification, and recertification applications; (ii) any dramatic increases in US Postal rates and/or shipment rates; (iii) any ePCR billing software or hardware used by EMS Agency which is charged to or paid by Medicount;(the “Third Party
Costs”). Notwithstanding the preceding, Medicount will provide to EMS Agency with written notice of any known increases in any Third-Party Costs at least thirty days (30) days before such additional costs being assessed under this agreement. Such Third-Party Costs shall be invoiced by Medicount to EMS Agency monthly as the costs are incurred.

c. If Applicable: Treat Non-Transport/Non-Transport calls are responses that:
   i. Once the EMS Service arrives on the scene, determines no transport is required
   ii. Patient refuses treatment and transport
   iii. Patient receives treatment (usually vitals only) and refuses transport

Most are considered Non-Covered Services for the majority of health insurance providers and are only billable to the patient. These will be billed at a flat rate of $15.00 per call if your municipality chooses to bill for the service, regardless of your charge amount and the amount collected.

4. **Collection of Funds.**

   a. Medicount will process all payments received by it from patients, third party payers or other billed parties for EMS Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties and governmental agencies for EMS Services. EMS Agency shall keep records as to all payments received and shall immediately forward payments to Medicount for processing.

   a. Medicare and Medicaid will remit all payments directly to the EMS Agency daily without any deduction for costs or expenses. Unless EMS Agency has elected to use a lock box to facilitate its receipt of payments, EMS Agency acknowledges that Medicount may receive all remaining funds for EMS Services. Such funds will be remitted to EMS Agency monthly by U.S. mail no later than the 28th day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month. Medicount will invoice the EMS Agency monthly for all costs or fees owed by the EMS Agency to Medicount for the services, software or other fees due hereunder.

   b. **Credit Cards:** EMS Agency authorizes Medicount to accept credit card payments for the EMS Services. All credit card payments will be made directly to Medicount’s credit card depository account and shall be remitted to EMS Agency as set forth herein. The credit cards
accepted by Medicount include: MasterCard, Visa, Discover and American Express. No other credit cards will be accepted by Medicount.

c. **Lockbox:** “EMS Agency will establish a bank lockbox to which all business correspondence and payments will be directed. Client may be required to participate in programs that utilize electronic remittance to this lockbox, if it is compatible with: Medicount software and: Medicount requests such participation. Lockbox funds will at no time be available to or accessible by the employees of Medicount, but Medicount must be noted as the primary recipient of the forwarded information so that cash posting and accounts receivable follow-up can occur.”

5. **Reporting.**
Medicount will provide EMS Agency with commercially reasonable access via the Internet to review standard billing reports. Additional reports on an ad hoc basis will be provided to EMS Agency as requested at no additional cost unless the reports requested are out of the normal course of the EMS billing business.

6. **Security.**
   a. The parties hereby acknowledge that certain of the information provided by EMS Agency to Medicount may contain Protected Health Information (“PHI”) defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Clinical Health Act (the “HITECH Act”). In providing the Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit “C.”

   b. EMS Agency acknowledges that it shall be responsible for the maintenance of all PHI maintained and stored by EMS Agency. To the extent that Medicount provides any collection devices to assist in the facilitation of the Billing Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount and use its best efforts to cease any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI and/or any other information relevant to the Billing Services (collectively a “Security Breach Event”). If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with all applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any notification requirements.
To the extent that any patient requests and requires any identity theft protection in connection with the disclosure of any PHI or personally identifiable information as the result of any Security Breach Event, EMS Agency shall be responsible for any and all costs related to such protection.

c. Upon any termination of this Agreement, Medicount shall return to EMS Agency all records about the Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records about the Billing Services. Such records shall be maintained and archived for the minimum period established by law.

7. **Exclusionary Rule Warranty.** EMS Agency hereby acknowledges that the Office of Inspector General ("OIG") has developed the “Exclusionary Rule” which prohibits payment by Federal health care programs for items or services furnished by persons who have been excluded from participation in Federal health care programs. In connection with such Exclusionary Rule, OIG has developed a List of Excluded Individuals/Entities ("LEIE") that provides information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid, and all other Federal health care programs. EMS Agency hereby represents and warrants that (a) it has checked the LEIE to confirm that none of its employees and/or agents are included on such list or are otherwise prohibited from participating in Federal health care programs; (b) it will check the LEIE every six (6) months to confirm that none of its employees and/or agents have been added to such list or are otherwise prohibited from participating in Federal health care programs; and (c) it will check the LEIE prior to hiring any new employee to confirm that such candidate is not identified on such list or is otherwise prohibited from participating in Federal health care programs.

8. **Term.** This Agreement shall commence upon the date first written above and shall continue for a period of **Three (3) Years (the “Term Commencement Date”)**. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within ten (10) days of written notice of such default if such default is the non-payment of fees or sixty (60) days of written notice of default for any other material default.

9. **Effect of Termination.** Upon any termination of this Agreement or its expiration, the parties hereby agree to the following terms and provisions:

   a. Medicount may elect to continue to perform the Billing Services at the then-current rates for a period of one hundred eighty (180) days after the effective date termination or expiration (the “Wind Down Period”) for all of
EMS Agency’s accounts receivable relating to the EMS Services rendered prior to the termination date (“Existing Accounts Receivable”).

b. EMS Agency expressly agrees to cooperate and assist Medicount with its performance during the “Wind Down Period” and will timely report, or cause to be reported, all payments received by EMS Agency related to the Existing Account Receivable.

c. Upon the expiration of the Wind Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EMS Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount.

d. Except for the preceding or for such other matters as the parties may agree in writing, Medicount shall have no further obligation to provide any Billing Services to EMS Agency. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency’s expense.

10. **Intellectual Property Protection.** EMS Agency hereby acknowledges that in connection with this Agreement, EMS Agency may have access to certain business methods, software, and processes used by Medicount in connection with the performance of the Billing Services hereunder (the “Proprietary Information”). Such Proprietary Information is confidential to Medicount. EMS Agency hereby acknowledges that Medicount owns all rights, title, and interest in such Proprietary Information. If EMS Agency is ever held or deemed to be the owner of the Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section. EMS Agency shall keep all Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder.

11. **Limitation on Liability.** Medicount shall defend, indemnify and hold EMS Agency harmless from all claims arising out of or related to the performance of Medicount of its services under this Agreement except to the extent such claims result from the negligence or unintentional conduct of the EMS Agency.

12. **Contractor Relationship.** Medicount is acting as an independent contractor for EMS Agency, and it is not nor shall it act as, an employee of EMS Agency. Nothing in this Agreement shall be construed to create any partnership between the parties.

13. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the other party by certified, registered or express mail, return receipt requested or by Federal
Express to the address set forth by each party’s signature. Either Party may change the address to which notice or payment is to be sent by written notice to the other.


a. **Entire Agreement.** This Agreement, including any exhibits, states the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties concerning it. Any amendments or changes to this Agreement must be in writing and executed by both parties hereto.

b. **Governing Law.** This Section shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Butler County, Ohio and EMS Agency expressly consents to jurisdiction therein.

c. **Assignment.** This Agreement may not be assigned by EMS Agency in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount.

d. **Severability.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.
IN WITNESS, OF WHICH, the parties executed this Agreement as of the date first set forth above.

EMS AGENCY:  
CITY OF MIDDLETOWN

By: ___________________________  
Print Name: ___________________________  
Title: ___________________________  
Date: ___________________________
Address:  

MEDICOUNT MANAGEMENT, INC.

By: ___________________________  
Print Name: Joseph A. Newcomb  
Print Title: President  
Date: ___________________________  
Address: 10361 Spartan Drive  
Cincinnati, OH 45215
i. Responsibilities of Medicount.

a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payer for the group and individual provider numbers when required for billing purposes.

b. Medicount will review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures by insurance regulations and standards and otherwise advise EMS Agency of any material changes in third party rules and regulations.

c. Medicount will, if required, develop and maintain electronic data interfaces directly with EMS Agency’s hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in the development and maintenance of such interfaces including, but not limited to communicating directly with hospital information system staff, administration, and other staff members to authorize and otherwise enable the system.

d. Medicount will provide basic training to EMS Agency for management personnel. Additional follow up training may be provided by Medicount from time to time as mutually agreed by Medicount and EMS Agency.

e. Medicount will process all patient encounter information submitted by EMS Agency promptly and will code for diagnosis using CPT-4, HCPCS, and ICD-9 and ICD-10 CM coding schemes. Medicount will then bill for all EMS Services within the guidelines established by EMS Agency and the insurance or third party payer to whom the claim is being submitted.

f. Medicount will use its commercially reasonable efforts to accurately enter all procedural and demographic data necessary for patient and third party billing into its billing system; provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.

g. Medicount will submit claims using the most effective means available for each payer. Electronic claims will be used to the extent they are available and when mandated.
h. Medicount will communicate with patients and third party payers on a regular monthly cycle according to EMS Agency guidelines. Up to three attempts will be made to communicate with patients where inadequate information exists to bill for the EMS Services. Medicount may use an automatic dialing system to obtain missing insurance information and other relevant information needed to process the billing claim for the EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any the automatic dialing system dialogue and any other statements and demand letters.

i. Medicount will provide toll-free phone lines and customer staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.

j. Medicount will correspond with third party payers to resolve any coding misinterpretations or other concerns that may arise in the processing and settlement of a claim and otherwise remain current on payer’s standards for claim information requirements.

k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.

l. Medicount will provide advice to Client during the term of this Agreement on topics such as how to establish public awareness programs about the billing process, establishing rates, payer participation, and other topics as mutually agreed.

m. Medicount will undergo a SSAE 16 Audit annually and provide the results to EMS Agency upon request.

n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards and EMS Agency’s policy.

2. Amendment of Exhibit. This Exhibit A may be amended by the parties from time to time upon mutual written agreement.
EXHIBIT “B.”
RESPONSIBILITIES OF EMS AGENCY

1. Responsibilities of EMS Agency.

a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to the Billing Services under this Agreement. Such representatives will have the power to bind EMS Agency and will timely respond to questions and additional document requests of Medicount.

b. EMS Agency will establish and enforce written billing policies and procedures for the Billing Services that will serve as the foundation of a Compliance Program for the Billing Services. These billing policies and procedures will be developed and amended, as needed, in concert with Medicount’s compliance staff and compliance plan.

c. EMS Agency will provide Medicount will all information and otherwise complete and obtain signatures on all documents, charts, or other information needed to enable Medicount to properly submit claims on behalf of EMS Agency. EMS Agency hereby represents and warrants that it will obtain, at a minimum, the following required information and forms and further confirms that Medicount may rely upon the existence of patient signatures or other authorizations thereon where applicable.

d. EMS Agency will provide Medicount will all information and otherwise complete and obtain signatures on all documents, charts, or other information needed to enable Medicount to submit claims on behalf of EMS Agency properly. EMS Agency hereby represents and warrants that it will obtain, at a minimum, the following required information and forms and further confirms that Medicount may rely upon the existence of patient signatures or other authorizations thereon where applicable:

   i. Patient’s complete name, address, phone number, social security number (if available), date of birth, and gender;
   ii. Information pertaining to the EMS run including, but not limited to the nature of the call, location, zip code of incident location, squad assessment, treatment and narrative, crew member identifiers and level of training, receiving hospital and transport mileage;
   iii. IF AVAILABLE: Insurance information including Patient’s primary and secondary insurance, payer(s’) address(es), group, and guarantor identification number, and primary insured’s name, social security
number, relationship to patient, address, date of birth, and gender; if available.

iv. Assignment of Benefits Form (AOB).

v. Medical information releases when required.

e. EMS Agency providers will use their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient’s services if one exists. Medicount shall not be responsible for claim denials, partial payments or payment reductions resulting from EMS Services that are not deemed to be “medically necessary” by third party payers.

f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs or other institutions necessary for the submission of claims.

g. EMS Agency will timely provide any information requested by any patients or third-party payers.

h. When applicable, EMS Agency will timely issue refunds of overpayment to patients or payers.

i. Prior to, or contemporaneously with this execution of this Agreement, EMS Agency will provide to Medicount all required information to enable Medicount to establish payment processing with Medicare, Medicaid, insurance companies and third party payers, including any provider numbers which have been issued to EMS Agency, copies of EMS Agency’s certifications, copies of any applicable driver’s licenses and licensed EMS vehicle titles, licensures from the State Department of Health, any provider applications which have been completed or are currently in process by any provider and any other information necessary for credentialing.

j. EMS Agency will assist Medicount with EMS Agency’s Medicare and Medicaid applications and revalidations when they occur and will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third party payors to Medicount. EMS Agency will identify an “Authorized Official” to execute such documents necessary to comply with payor’s requirements, coordinate collection efforts, correspond directly with Medicount, communicate the results of any audit, and execute such documents or instruments requested by Medicount as necessary to submit invoices and negotiate payments. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships or other contracts so that Medicount may accommodate changes as necessary.
k. EMS Agency will provide Medicount with copies of all payments received directly by EMS Agency from any insurance carrier, patients or any third parties and submit a copy of the payment or other correspondence on a daily basis;

l. EMS Agency will pay the Medicount Compensation and any other fees detailed herein.

m. EMS Agency shall provide Medicount with at least thirty (30) days advance written notice of any changes to any EMS Services and any applicable BLS, ALS, ALS2 and mileage rate changes. No rate change shall be applicable until EMS Agency has received written notice from Medicount acknowledging the rate change notice. Upon such rate change, EMS Agency must monitor relevant Medicount reports to confirm the rate changes have been implemented. Medicount shall not be responsible for any losses, delays in payment, or any lost revenue resulting from EMS Agency’s failure to follow these policies.

n. EMS Agency agrees to abide by Medicount established Patient Hardship Policy (Exhibit D) unless EMS Agency has their written policy which Medicount will follow.

o. EMS Agency shall review and audit Medicount’s billing reports each month to verify the accuracy thereof including but not limited to the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and all any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by the EMS Agency. To the extent it is able, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If EMS Agency fails to identify and notify Medicount of any errors within such ninety (90) day period, EMS Agency waives any claim it may have against Medicount as to such errors.

p. EMS Agency shall review and audit its bank statement each month to verify all deposits received by EMS Agency from all sources related to the EMS billing services provided by Medicount and to reconcile such deposits with the end of the month statements provided by Medicount to EMS Agency. EMS Agency shall promptly report any discrepancy and deposit that is not reflected on Medicount’s statement so that a proper accounting can be made and the appropriate patient account credited. Such notice shall be provided in writing within thirty (30) days of the bank statement date.
q. EMS Agency shall use Medicount’s WRITE OFF POLICY (Exhibit E) unless Medicount has received and acknowledged receipt of EMS Agency’s Write Off Policy.

r. EMS Agency will allow Medicount full access to their ePCR software so that if any issues arise Medicount can assist in solving those issues,

2. **Amendment of Exhibit.** This Exhibit B may be amended by the parties from time to time upon mutual written agreement.
EXHIBIT C

Business Associate Addendum

This Addendum is effective on ___day of __________, 2018, and is made part of the Agreement by and between CITY OF MIDDLETOWN, BUTLER COUNTY, OHIO ("EMS Agency") and MEDICOUNT MANAGEMENT, INC. ("Business Associate").

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the “HIPAA Rules”) as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations (“CFR”) and are incorporated herein by reference.

2. **Prohibition on Unauthorized Use orDisclosure of Protected Health Information.** Business Associate acknowledges that any PHI provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any Protected Health Information (“PHI”) it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate were a Covered Provider under such rules; (b) State laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency’s Health Information Privacy and Security Policies and Procedures.

3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.

4. **Business Associate's Operations.** Business Associate also may use PHI it creates or receives for or from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
   (a) Law requires the disclosure; or
   (b) Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will disclose PHI
that such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to:

1. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

2. Notify Business Associate (who shall in turn promptly notify EMS Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that Business Associate may not sell any PHI except as otherwise permitted under the HIPAA Rules.

6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.

7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI Business Associates creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.

8. **Subcontractors and Agents.** Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions and requirements to protect such PHI as are imposed on Business Associate by this Addendum.

9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual’s designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual’s designee to inspect and copy PHI
in Business Associate's custody or control that pertains to such Individual. Business Associate shall establish procedures providing for such access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or the Individual’s designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a request for such access and in no case shall access be required in less than five (5) business days after Business Associate’s receipt of such request unless otherwise designated by the Secretary.

11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide to EMS Agency documentation made by this Agreement to permit EMS Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days after Business Associate’s receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the individual to the EMS Agency.

12. **Correction of Health Information/ Restriction on Disclosure.** Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual’s PHI subject to the applicable limits under the HIPAA Rules.
13. **Minimum Necessary Determination.** Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to perform its obligations under the Agreement. Business Associate represents that it will only request the minimum necessary PHI to perform its obligations under the Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. **Reporting.** Business Associate shall report to EMS Agency any use or disclosure of PHI not provided for by the Agreement of which it becomes aware including breaches of unsecured PHI and any security incident of which it becomes aware. Business Associate shall make the report to EMS Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure or security incident. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. **Obligations of EMS Agency.**

(a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

(b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI;

(c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to, or is required to abide by, under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

16. **Right to Terminate for Breach.** Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to Business Associate of termination, with such notice stating
the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration or another conclusion of the Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained or received by Business Associate on behalf of EMS Agency, shall:

   (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.

   (b) Return to EMS Agency, or, if agreed to by EMS Agency, destroy, the remaining PHI that the Business Associate still maintains in any form;

   (c) Continue to use appropriate safeguards and comply with HIPAA regulations with respect to electronic protected health information to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;

   (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein which applied before termination;

   (e) Return to EMS Agency the PHI retained by Business Associate when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and

   (f) Transmit the PHI to another Business Associate of EMS Agency at termination as requested by EMS Agency.

18. **Continuing Obligations.** Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.
IN WITNESS, WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf, effective as of this date as indicated above.

EMS AGENCY:  
CITY OF MIDDLETOWN

By: ___________________________  
Print Name: ______________________  
Title: ___________________________  
Date: ___________________________

BUSINESS ASSOCIATE:  
MEDICOUNT MANAGEMENT, INC.

By: ___________________________  
Print Name: Joseph A. Newcomb  
Print Title: President  
Date: ___________________________
EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows waiving of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc.

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles, or who are uninsured and unable to make payments, may request a financial hardship review of their transport fee. Patients, or their designee, must complete an “EMS Hardship Waiver Form” (see attached). The form is available on Medicount Management, Inc.’s website or can be requested by contacting a representative Beth Horton at Medicount Management, Inc. at 513-612-3389.

2. Documentation needed for consideration of the request is to include:
   a. W-2 Withholding Statements or unemployment check stubs for the past 90 days
   b. Paycheck stubs for the past 90 days for all persons employed in the home
   c. Income Tax Return (most recent; signed)
   d. Any other information the patient submits as proof

Other circumstances that indicate financial hardship (Proof needs to be submitted for consideration):
   • Bankruptcy settlement
   • Catastrophic situations (Death or disability in family; divorce)

3. The waiver application will be forwarded to the patient or patient’s representative for review and decision. The final resolution will be noted on the form and in the patient’s account. Once reviewed, a letter will be sent to the patient with the determination.
GUIDELINES:

1. If insurance information is provided, insurance must be billed out before waiver is approved or denied.
2. All payment plans will be setup on a reoccurring credit card so that payments are automatically deducted on a monthly basis from the patient’s credit card.
3. A minimum $50 a month payment plan will be implemented when possible.
4. If the patient was approved for financial assistance at a medical facility and submits a copy of the letter, the patient will be approved for the same amount as granted by the medical facility; unless the EMS Agency (Client) has a collection policy where all patients unable to pay are sent to the client for collection.
5. If the balance is $100 or less (approximately), based on the patient’s economic circumstances and guidelines, the balance will be written off.
6. If a patient does not have insurance, we will allow up to a 30% discount on the gross claim amount as a settlement in full of the claim.

Hardship approvals or denials will be based on the Fee Schedule below (excluding collection clients):

![Fee Schedule Table]

*Based on 2015 Federal Poverty Guidelines ([http://aspe.hhs.gov/poverty](http://aspe.hhs.gov/poverty))
EXHIBIT E

MEDICOUNT MANAGEMENT’S - WRITE OFF POLICY
SUBJECT TO A WRITTEN POLICY FROM THE EMS AGENCY

Revenue Cycle Management requires claim receivables to be written off after certain procedures have been followed. Outlined below are Medicount’s guidelines for writing off a claim. Please remember, writing off a claim is the last resort. Medicount does not make money nor does a client receive money if a claim is uncollectible.

Patient accounts will be written off providing the following criteria are met:

1. **If all three:** No name, no address, no phone; written off immediately.
2. The patient has gone through Medicount’s claims processing procedures:
   a. Attempt to receive patient insurance information from the hospital; Electronically, Face Sheets, Spreadsheets.
   b. Run patient through Medicount’s hospital patient database, all available insurance databases including Lexis Nexis.
   c. Attempt to contact the patient directly by telephone.
   d. Registration letter sent to patient asking for insurance information.
   e. Patient has received 3 statements. Or, if statements are returned due to an unknown address, try to determine correct address. If none available, no further statements.
   f. Patient’s insurance (primary, secondary, and other) has paid out the maximum amount allowable under all patient policies, and insurance guidelines and no further amount are due.
   g. The patient has not entered into an approved hardship plan with Medicount.
   h. If the patient balance is less than $30.00 and the criteria listed above (a - g) have been met.
   i. For those EMS Agencies that turn patient accounts over to a collection agency, Medicount will write off the account so that it is removed from the EMS Agency’s Aging Report.
June 13, 2018

TO: Doug Adkins, City Manager
FROM: Paul Lolli, Fire Chief
Jacob Burton, Finance Director

Extension of Contract for EMS Billing Services

PURPOSE

To recommend the extension of an existing contract with Medicount Management, Inc., of Cincinnati, OH, for EMS billing services in the amount of 5.5% of the collected revenue, with possible percentages increased annually based on increased Revenue per Transport (RPT).

BACKGROUND and FINDINGS

The City of Middletown’s Division of Fire transports approximately 7,000 patients annually. An outside contractor soft bills for these runs, charging a rate of 5.5% annually of collected revenue. The total receipts for 2017 were approximately $1,688,599.

In 2015, a three year contract extension with Medicount Management, Inc. of Cincinnati, OH was established from the original bid process in 2012. The contract extension ends October 31, 2018. Medicount Management has agreed to extend the contract for an additional three years (11/1/18-10/31/21) at the same price.

ALTERNATIVES

The alternative is to bid the service again. However, Medicount has performed well and changing vendors is not an easy task, since it involves strategic and difficult coordination between the old vendor, the new vendor, the patients and the City. Insurance ID’s, credentialing paperwork in progress, changing fee structures, etc., all must be taken into consideration.

FINANCIAL IMPACT

It is anticipated that the fees collected will remain stable during the contract term.

EMERGENCY/NON EMERGENCY

Non-Emergency.
LEGISLATION
ITEM 22
ORDINANCE NO. O2018-41


BE IT ORDAINED, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

Section 1

Section 1(C) of Ordinance No. O2017-48, adopted November 21, 2017, is amended as follows:

The salary range for the job classification of Chief Building Official shall change from 173 to 172.

Section 2

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____________________________
Lawrence P. Mulligan, Jr., Mayor

1st Reading: June 19, 2018
2nd Reading: __________
Adopted: __________
Effective: __________

Attest: ____________________
Clerk of City Council
DATE       June 4, 2018  
TO:         Douglas Adkins, City Manager  
FROM:       Susan Cohen, General Counsel

PURPOSE 
To provide information to Council regarding update of the 2018 Pay and Benefits Ordinance, O2017-48.

BACKGROUND AND FINDINGS 
Each fall, Council passes the Pay and Benefits Ordinance for the next calendar year. This Ordinance establishes the pay ranges for each employee. Occasionally, there are mid-year updates that are recommended to address the shifting roles and responsibilities of personnel.

One recommended update this year is to the salary classification for the Chief Building Official. The Current Chief Building Official is a long time employee who maintains numerous technical certifications to perform his duties. During his employment, the Chief Building Official has taken on supervisory duties. As the economy has improved, the department has seen an increase demand for inspections and the Chief Building Official has performed the duties without any additional payroll. In recognition of this and in order to help in retention of employees, the Staff is recommending amending the Pay and Benefits Ordinance to move the Chief Building Official from Classification 173 to 172.

ALTERNATIVES 
Maintain Current Pay and Benefits

FINANCIAL IMPACTS 
This pay increase would cost the City $2,110.16 for the remainder of the year. The Community Revitalization Department has salary budgeted for an additional field inspector in 2018 that has not yet been hired. Because of the savings, the Department will be able to absorb the change and still finish the year in positive financial terms. As we review 2019 budget, staff will plan for the ongoing salary expense.

EMERGENCY/NON EMERGENCY 
Non-Emergency
EXECUTIVE SESSION