

RESOLUTION NO. 35-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE 19th DAY
OF June, 2017.

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE
ECONOMIC DEVELOPMENT (PIR) GRANT AGREEMENT WITH
TOTAL QUALITY LOGISTICS, LLC.**

WHEREAS, the City of Centerville and Total Quality Logistics, LLC, (hereinafter "TQL") entered into an Economic Development Grant Agreement (the "Agreement") on April 16, 2012; and

WHEREAS, TQL desires to again expand its business operations located at 6525 Centerville Business Parkway within the City of Centerville; and

WHEREAS, the expansion will continue to create jobs and employment opportunities and will improve the economic welfare of the people of the State of Ohio and the residents of the City; and

WHEREAS, the City desires TQL to make the improvements and continue to operate within the City to create jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio and the residents of the City; and

WHEREAS, the City desires to continue to award a Property Investment Reimbursement Grant ("PIR") to TQL to offset costs such as architecture, design, build out, construction, as well as one time expansion costs, such as new employee recruitment, costs for training and costs associated with business operation's disruption of revenue;

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1:

That the City Manager is authorized and directed to enter into a First Amendment to Economic Development (PIR) Grant Agreement with TQL, Inc. in a form with terms similar to the Agreement attached hereto as Exhibit "A" and incorporated herein.

Section 2:


That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said Agreement.

PASSED THIS 19th day of June, 2017.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 35-17, passed by the Council of the City of Centerville, Ohio on the 19th day of June, 2017.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**FIRST AMENDMENT TO THE ECONOMIC
DEVELOPMENT GRANT AGREEMENT**

BY AND BETWEEN

City of Centerville

AND

Total Quality Logistics, LLC

Dated as of June 19, 2017

EXHIBIT "A"

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT
AGREEMENT DATED APRIL 16, 2012**

This First Amendment to the Economic Development Grant Agreement (the "First Amendment") is made and entered into as of _____, 2017, by and between the CITY OF CENTERVILLE, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and Total Quality Logistics, LLC an Ohio limited liability company (the "Company") under the circumstances summarized in the following recitals

WITNESSETH:

WHEREAS, the City and the Company entered into an Economic Development Grant Agreement (the "Agreement") on April 16, 2012; and

WHEREAS, both parties wish to amend said agreement; and

WHEREAS, the First Amendment will assist in the creation of jobs and employment opportunities and will improve the economic welfare of the people of the State of Ohio and the residents of the City; and

WHEREAS, the Company warrants that it is in compliance with all city, county, state and federal laws and ordinances;

NOW, THEREFORE, in consideration of the foregoing promises and the covenants and agreements contained in this First Amendment to the Agreement, the City and the Company agree as follows:

Section 1. All terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this First Amendment.

Section 2. Sections 2, 3 and 4 of the Agreement is hereby amended and replaced as follows: The term of the Agreement is hereby extended up to an additional three (3) years from April 2017. Commencing in April 2017, the City shall annually, on or prior to June 1st of each year, pay to the Company an amount equal to 15% of the increased annual payroll tax collected from the Company and received by the City in the prior year using 2016 as the baseline year for calculating. Said annual payment shall be reduced by the amount of any refunds or adjustments subsequently filed or requested by any Company employees, or approved or paid by the City to any Company employee. For calculation purposes, the Federal Bureau of Labor Statistics Consumer Price Index will be used to determine each subsequent year's baseline payroll tax collection level in order to identify true payroll growth adjusted for inflation.

Section 3. Section 11 of the Agreement is hereby amended as replaced as follows:

Except as otherwise specifically set forth in the Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the City or the Company, as appropriate, at the appropriate Notice Address or to such other address as that recipient shall have previously notified the sender of in writing as provided in this Section. The City or the Company, by notice given hereunder, may designate any further addressee or different Notice Address to which subsequent notices, certificates, requests, or other communications shall be sent.

For purposes of this Section, Notice Address means:

- (a) As to the City: City of Centerville
100 West Spring Valley Road
Centerville, OH 45458-3759
Attention: City Manager
- With copy to: Scott A. Liberman
Altick & Corwin Co., L.P.A.
One South Main Street, Suite 1590
Dayton, OH 45402
- (b) As to the Company: Total Quality Logistics, LLC
P.O. Box 799
Milford, OH 45150
Attention: Courtney Zeuch, Tax Manager
- With Copy to: Total Quality Logistics, LLC
4289 Ivy Pointe Blvd.
Cincinnati, OH 45245
Attention: Legal Department

Section 4.

Any provisions of the Agreement not addressed or amended in this Second Amendment shall remain enforceable and a part of the Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this First Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above, but actually on the dates by their respective executions.

CITY OF CENTERVILLE, OHIO

Date: _____, 2017

By: Gregory B. Horn
Its: City Manager

Approved as to form:

Scott A. Liberman
Municipal Attorney

**TOTAL QUALITY LOGISTICS,
LLC**

Date: _____, 2017

By: _____
Its: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Centerville, Ohio under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2017 under the foregoing Agreement will, upon the issuance of bonds or notes for that purpose, have been lawfully appropriated for that purpose, and will be in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2017

Finance Director
City of Centerville, Ohio