***\* CITY OF PERU COMMON COUNCIL AGENDA \****

**6:00 P.M. –November 4th, 2019**

**PLEDGE OF ALLEGIANCE - led by Councilman Mark Ramsey**

**INVOCATION – Pastor Brent Wedding**

**ROLL CALL – Blane Holland, Tom Gustin, Cheryl Lee, Mark Ramsay, Jason Bowman, Jan Languell, Kurt Krauskopf,**

**READING & CORRECTING OF THE JOURNAL - of minutes of Regular Meeting on October 7th, 2019.**

**COMMUNICATIONS:**

A report from the Peru Economic Development Commission.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS**

**ORDINANCE 24, 2019**

**AN ORDINANCE TO ESTABLISHING RATES, CHARGES, AND SERVICE CONDITIONS FOR THE** **CITY OF PERU MUNICIPAL WATER UTILITY LOCATED AT THE GRISSOM AEROPLEX SERVICE AREA**

**WHEREAS**, the existing City of Peru, Indiana owns and operates the Grissom Aeroplex water utility, for the purposes of distributing water in said Grissom Aeroplex service area, and areas adjacent thereto; and

**WHEREAS**, the City of Peru, Indiana, pursuant to I.C. 8-1.5-3-8 may by ordinance establish a just and equitable fee for the services rendered by the water utility and provide the dates on which fees are due; and

**WHEREAS**, the municipally owned water utilities at Grissom Aeroplex has been exempted from the jurisdiction of the Utility Regulatory Commission pursuant to I.C. §36-7-30-33; and

**WHEREAS**, the existing rates and charges for services provided by the Utility do not produce revenues sufficient to maintain the utility property in a sound physical and financial condition and such the current rates and charges are not “reasonable and just” within the meaning of I.C. 8-1.5-3-8; and

**WHEREAS**, the City of Peru Utility Service Board commissioned a study to determine the amount of revenues required to operate the Grissom Aeroplex water utility in a reliable and efficient manner, determine how the revenues shall be collected from the various users of the Grissom Aeroplex water utility and to design new rates and charges that reflect the results of said study; and

**WHEREAS**, the City of Peru Utilities Service Board has passed Resolution #\_\_\_\_, 2019 recommending certain rates and charges and service conditions; and

**WHEREAS**, this ordinance is introduced and pursuant to I.C. 8-1.5-3.8-1 a notice of a hearing setting forth a proposed schedule of fees has been published in accordance with I.C. 5-3-1; mailed to owners of vacant or unimproved property; and mailed to the users of the water utility located outside of the City’s corporate boundaries; and

**WHEREAS**, the Common Council has held a public hearing pursuant to I.C. 8-1.5-3-8.1 at which users of the water utility, owners of property served or to be served by the utility, and other interested persons have been allowed to be heard concerning the proposed rates and charges. The Common Council finds the rates and charges described in Section 1 are nondiscriminatory, reasonable and just; and

**WHEREAS**, the Common Council also finds the rates and charges produce income sufficient to maintain the utility property in a sound physical and financial condition to render adequate and efficient service.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF PERU, INDIANA,** That:

**Section 1:** All rates and charges collected pursuant to this ordinance shall be considered revenues of the water works. The water rates and charges shall be based on the quantity of the water used on or in the property or premises subject to such rates and charges, as the same is measured by the water meter there in use, plus a base charge, except as herein otherwise provided. For the purpose of billing and collecting the charges for water services, the water meters shall be read monthly (or period equaling a month). The water usage schedule on which the amount of said rates and charges shall be determined as set forth in “Exhibit A”, attached hereto, and made a part hereof and incorporated herein by reference. Further, all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 2:** The rates and charges as set forth in “Exhibit A” shall be subject to review and adjustment using the process as set forth in “Exhibit B”, attached hereto, made a part hereof and incorporated herein by reference.

1. The review and adjustment shall be performed annually; and
2. It shall be the responsibility of the Peru Utility Service Board to perform the review and adjustment calculations as required in this Section 2; and
3. The adjusted rates and charges shall be submitted to the Peru Common Council for approval; and
4. Rate increases implemented under this Section 2 shall not exceed 7.5% per year.

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**ORDINANCE 25, 2019**

**AN ORDINANCE FOR ADDITIONAL APPROPRIATIONS**

**WHEREAS** it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget and;

NOW THEREFORE:

**SECTION 1**. Be that the said expenses of said Municipal Corporation the following additional sums of money are hereby appropriated and ordered set apart out of the fund herein named and for the purposes herein specified, subject to the laws governing the same.

NAME OF FUND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AMOUNT

Aviation -206 $27,755.74

Park – 204 $63,000.00

CCI – 401 $10,000.00

CCD- 420 $24,0000.00

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**ORDINANCE 26, 2019**

**AN ORDINANCE AUTHORIZING THE ENTERING INTO OF A CONDITIONAL PROJECT EXPENDITURE AGREEMENT OF CITY OF PERU, INDIANA (TDV3, LLC), AND THE DISPOSITION OF THE PROCEEDS THEREOF TO TDV3, LLC, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO**

**WHEREAS**, City of Peru, Indiana (the “City”), is a political subdivision of the State of Indiana, and by virtue of Indiana Code 36-7-11.9 and 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Ordinance”) and to enter into a Conditional Project Expenditure Agreement (the “Expenditure Agreement”) and dispose of the proceeds of such Expenditure Agreement to any person for the purpose of financing or refinancing any economic development facilities (as defined in the Act); and

**WHEREAS,** TDV3, LLC (the “Borrower”), has requested that the City enter into the Expenditure Agreement under the Act, whereby the payments thereunder to the Borrower will be equal to sixty percent (60%) of the available tax increment relating to the Project (as hereinafter defined) each year for a period of fifteen (15) years (the “Pledge of Applicable TIF Revenues”), for the purpose of financing all or any portion of the cost of the acquisition, construction or installation of land, improvements, buildings, structures, machinery, equipment or furnishings for the Borrower’s facility located in the City (the “Project”); and

**WHEREAS**, the City of Peru Economic Development Commission (the “Economic Development Commission”) prepared a report (the “Report”) that (a) briefly described the proposed Project, (b) estimated the number and expense of public works or services that would be made necessary or desirable by the proposed Project, (c) estimated the total costs of the proposed Project and (d) estimated the number of jobs and the payroll to be created by the Project, and submitted the Report to the executive director or chairman of the plan commission; and

**WHEREAS,** the Economic Development Commission considered whether the proposed Project may have an adverse competitive effect on similar facilities already constructed or operating in the City; and

**WHEREAS,** the Economic Development Commission held a public hearing, for itself and on behalf of this Peru Common Council (this “Common Council”), on the proposed financing of the Project, after giving notice by publication in accordance with Indiana Code 5-3-1 in the City; and

**WHEREAS,** the Economic Development Commission found and determined that the proposed financing of the Project will create opportunities for gainful employment in the City and will be of benefit to the health and general welfare of the City and its citizens and that the proposed financing of the Project complies with the Act and, by resolution adopted November 4, 2019 (the “Resolution”), approved the financing of the Project, including the form and terms of (a) the Expenditure Agreement, (b) a Financing Agreement (the “Financing Agreement”) between the City and the Borrower, and (c) this Ordinance (the Expenditure Agreement and the Financing Agreement, collectively, the “Incentive Agreements”), and the Secretary of the Commission transmitted the Resolution to this Common Council; and

**WHEREAS,** the Miami County Economic Development Authority, pursuant to Indiana Code Sections 36-7-14.5-12.5 and 5-1-14-4, adopted a resolution on September 11, 2019, confirming the Pledge of Applicable TIF Revenues for disposition in accordance with the Incentive Agreements.

**NOW, THEREFORE, BE IT ORDAINED BY THE PERU COMMON COUNCIL AS FOLLOWS:**

1. Findings and Determinations. This Common Council hereby finds and determines that the financing of the Project approved by the Economic Development Commission (a) will create opportunities for gainful employment in the City and will be of benefit to the health and general welfare of the City and its citizens and (b) complies with the Act.
2. Approval of Financing. The proposed financing of the Project, in the form that such financing was approved by the Economic Development Commission, is hereby approved.
3. Authorization of Expenditure Agreement. The Expenditure Agreement, payable solely from revenues and receipts derived from the Pledge of Applicable TIF Revenues is hereby authorized. The City acknowledges and does not object to the Company utilizing the Expenditure Agreement as collateral for a loan to the Company (the “Loan”), *provided that*, such Loan is obtained by the Company at its discretion and the City is under no obligation to guarantee (other than the Pledge of Applicable TIF Revenues under the Expenditure Agreement utilized for such collateral), or act as a third party agent for the Company in obtaining such Loan.
4. Terms of Expenditure Agreement. (a) The Expenditure Agreement, with an aggregate principal amount equal to sixty percent (60%) of the available tax increment relating to the TDV3, LLC Project each year for a period of fifteen (15) years shall: (i) be executed by the manual or facsimile signatures of the Mayor and the Clerk- Treasurer of the City; (ii) be dated the date of its delivery; (iii) mature on any date not later than 17 years after the date of execution; (iv) bear interest at the rate determined in accordance with the Expenditure Agreement; (v) be issuable in the denominations as set forth in the Expenditure Agreement; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Expenditure Agreement; (viii) be payable in lawful money of the United States of America; (ix) be payable at the place or places set forth in the Expenditure Agreement; (x) be subject to optional or mandatory redemption prior to maturity as set forth in the Expenditure Agreement; and (xi) contain any other provisions set forth in the Expenditure Agreement.

(b) The Expenditure Agreement and the interest thereon, if any, do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Incentive Agreements. Forms of the Incentive Agreements are before this meeting and are by this reference incorporated in this Ordinance, and the Clerk- Treasurer of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of this City Council and to keep them on file.

1. Execution and Delivery of Incentive Agreements. The Mayor and the Clerk Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver the Incentive Agreements submitted to this Common Council, which are hereby approved in all respects.
2. Changes in Incentive Agreements. The Mayor and the Clerk Treasurer of the City are hereby authorized, in the name and on behalf of the City, without further approval of this Common Council or the Economic Development Commission, to approve any changes in the Incentive Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.
3. General. The Mayor and Clerk- Treasurer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver any and all agreements, documents and instruments, endorse any and all promissory notes, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or any of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance of the Expenditure Agreement, and the securing of the Expenditure Agreement under the Incentive Agreements, and any such execution and delivery, endorsement, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.
4. Binding Effect. The provisions of this Ordinance and the Incentive Agreements shall constitute a binding contract between the City and this holders of the Financing Agreement, and after issuance of the Expenditure Agreement this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Expenditure Agreement as long as the Expenditure Agreement or interest thereon remains unpaid.
5. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
6. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with the procedures required by law.

The City of Peru is committed to making its programs accessible to individuals with disabilities. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Peru, should contact the ADA Coordinator, Ashley Lowe, 35 S. Broadway, Peru, IN 46970, (765) 472-2400, as soon as possible but no later than five (5) days before the scheduled event.