

**URBANA CITY COUNCIL  
REGULAR SESSION MEETING**

**October 4, 2022**

(To be held in the Training Room on the 3<sup>rd</sup> Floor of the Municipal Building)

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Urbana City Council meetings will now be streamed via Facebook Live. These live streams can be found by visiting the City Council of Urbana, Ohio Facebook page via clicking on the link on the City Council's website: <https://www.urbanaohio.com/city-council.html>

All comments must continue to be made in person. Due to this, the ability to comment on City Council Facebook streams will be disabled.

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- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Approval of Minutes:** Urbana City Council Regular Meeting Minutes of September 20, 2022 and Work Session Minutes of September 27, 2022.
- **Communications:**
  1. Community Paramedicine Final Report (see attached)
- **Board of Control:**
  1. The Board of Control recommends The Board of Control recommends that City Council authorize the Director of Finance to enter into a three-year contract with Rea & Associates for the preparation of basic financial statements for fiscal years 2022, 2023, and 2024 for a total cost of \$80,390.00. This expense will be charged to various funds and will be included in the 2023, 2024, and 2025 budgets. See attached. **VOTE: 2-0**

**Citizen Comments:** (In Person Only; Must Sign-in)

**Ordinances and Resolutions**

**Old Business:**

**Third Reading:** None

**Second Reading:** None

**New Business:**

**First Reading:**

**Ordinance 4579-22:** An ordinance to establish a speed limit for a local highway named North Dugan Road in the City of Urbana, Ohio. (Requires one reading)

**Resolution 2641-22:** A resolution authorizing the City of Urbana, Champaign County, Ohio to enter into an enterprise zone agreement with ALDI, Inc. (Ohio), and declaring an emergency. (Requires one reading)

**Resolution 2642-22:** A resolution to participate in the Ohio Department of Transportation's Municipal Bridge Inspection Program. (Requires one reading)

- **Department Liaison Reports:**
  - **Miscellaneous Business:**
    1. Council
    2. Administration
    3. Council Clerk
  - **Next Meeting:** Tuesday, October 18, 2022
  - **Adjourn**
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**URBANA CITY COUNCIL  
REGULAR SESSION MEETING  
TUESDAY, SEPTEMBER 20, 2022**

President Hess called the City of Urbana Regular Session Meeting to order at 6:00 pm.

**City Staff attending:** Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Director of Finance Chris Boettcher, Community Development Manager Doug Crabill, Superintendent of Public Works Chad Hall, Water Superintendent Joe Sampson, Fire Chief Dean Ortlieb, and Police Chief Matt Lingrell

**President Called Roll:** Ms. Jumper, present; Mr. Scott, present; Mr. Paul, present; Ms. Truelove, present; Mr. Thackery, present; Mrs. Collier, present; and Mrs. Bean, present.

**Minutes**

Mr. Thackery moved to put the minutes of August 25, 2022 and September 6, 2022 on the floor for discussion and possible approval. Mr. Paul seconded.

Council Clerk Steffan indicated minor changes that had already been corrected regarding name misspellings.

Voice vote on approval of minutes: all ayes; nays, none.

Motion passed 7-0

**Communications:**

1. Scrap Tire Recycling Event and Drive Thru Flu Vaccine Clinic Flyer
2. Affordable Gas and Electric Press Release dated September 9, 2022
3. Urbana Shade Tree Commission Meeting Minutes from June 2022 and July 2022
4. Ohio Auditor of State Award Press Release dated September 12, 2022
5. ORBIS Groundbreaking Ceremony Invitation
6. Cheryl Johnson Feral Cat concerns dated June 23, 2022 and September 3, 2022

Mr. Scott moved to put the communications on the floor for discussion and possible acceptance. Mrs. Bean seconded.

Mr. Paul asked for clarification on the length of the electric aggregation. Mr. Brugger stated it started a year ago and runs for twenty-four months. He indicated this was the way the aggregation program was bid.

Mr. Hess asked about the small dead tree removal. Mr. Crabill informed Council it had been mainly on US 36/Scioto Street. They have been removing these while they are small when there have been issues with mortality.

Mr. Thackery congratulated Ms. Boettcher on a great job with the Ohio Auditor of State award.

Voice vote on approval: all ayes, nays none.

Motion passed 7-0.

### **Highland Real Estate General Overview regarding Dugan Place TIFs**

Mr. Crabill stated the commercial redevelopment along Scioto Street was the last TIF in the City. He has been working with Highland Real Estate regarding Dugan Place. The Real Estate company wanted the City to consider creating a TIF district to help with the cost of infrastructure. The City could establish a commercial TIF to apply to the apartments and a residential TIF to apply to the other three zones. These TIFs capture the increased assessed value when the land is approved upon. Those funds are diverted to a fund that improves the infrastructure in that location.

The current land only generates approximately \$800 in property taxes a year with a property value slightly over \$200,000. The estimate of the combined project would be around \$100 million for the total new property value. The TIF would use this towards improvement of Lippencott Lane and the potential connection of Washington Avenue. The TIF would capture 25% of the new funds with the school district still getting 75%.

Mrs. Bean asked if the City was asking for any action tonight. Mr. Crabill stated the next step would be to start down the path of legislation eventually, but tonight was just a high level overview.

Mrs. Collier asked if the TIF would be just for infrastructure. Mr. Crabill confirmed. He stated the homeowners would still be paying the same property taxes. Once those taxes reach the collection process, the auditor would divide based upon tax entities and the TIF.

Mr. Thackery asked for the timeframe for future legislation. Mr. Crabill stated the goal would be to have the TIF established before the end of the year.

Mr. Paul asked about the bond amount in the beginning of the project. Mr. Crabill stated that initially at least four million. He stated that they would have to see what projects in the area would be needed down the road. The TIF area must somehow derive a benefit from the project.

Mr. Paul was curious what concerns Ms. Boettcher had with rates. She stated she was looking at around 2.5% to 3%. The City would be reimbursed from the TIF later on. She would know more as we got closer to the bond sale.

Mr. Scott asked if connecting Washington Avenue would count as a TIF project. Mr. Crabill answered yes, as the TIF would derive a benefit from the connection. It was a project the City would be looking at in the future.

President Hess asked if residential TIFs were new. Mr. Crabill stated they were pretty common with Springfield and Sidney recently completing them.



President Hess asked what would happen if the housing market collapsed. Mr. Crabill stated the builder has been around since the 1970s and has seen they cycles. They City feels the market is there and there will be buyers.

**Administrative Reports – Board of Control:**

1. The Board of Control recommends that City Council authorize the Director of Administration to enter into a contract with The Righter Co. Inc. in the amount of \$1,877,500.00 for the installation of a new water booster station at Melvin Miller Park and the replacement of the East Water Street water booster station. This bid was the lowest and best bid of two bids received (see attached). The engineer’s estimate was \$1,975,000.00. This project will be paid through the Water and Wastewater Infrastructure Grant program, in which, the city was awarded \$2.847 million. **VOTE: 3-0**

Mr. Thackery moved to put this request on the floor for further discussion and possible passage. Mr. Scott seconded.

Mr. Sampson indicated that all of the water lines have been installed. The next step is to physically get the booster stations placed. The Righter Company met the criteria the best with the lowest bid. This company does this type of work often.

No comments/questions from Council.

Voice vote on approval; all ayes, nays none.

In regards to the August purchase orders, Ms. Collier asked if the City was painting all of the trash receptacles. Mr. Brugger stated the City has been working through these and they will all eventually be changed to black.

**Citizen Comments:** None

**ORDINANCES AND RESOLUTIONS**

**Third Reading:** None

**Second Reading:** None

**First Reading:**

**Resolution 2638-22:** A resolution to participate in the Ohio Department of Transportation’s Municipal Bridge Inspection Program.

Mr. Thackery moved to place this ordinance on the floor for discussion and possible passage. Mr. Paul seconded.

Mr. Crabill stated this was an ODOT program for cities with less than 50,000 people. Urbana has eleven bridges in the city that needs inspecting. The only obligation the City has is to post load limit signs within thirty days if required. The City has utilized this program in the past and would save Mr. Bumbalough approximately two weeks.

President Hess asked about a scour plan of action. Mr. Crabill elaborated that the inspection looks for washaway that could cause the bridge to deteriorate faster than normal takes appropriate action. He also stated ODOT already inspects bridges on state routes.

President Hess called for a roll call on passage: Mr. Scott, aye; Mr. Paul, aye; Ms. Truelove, aye; Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; and Ms. Jumper, aye.

Resolution passes 7-0.

**Resolution 2639-22:** A resolution to approve a sanitary sewer tap-in for S&L Home Center, Inc. at 1711 East US Highway 36 (Parcels #K41-11-11-11-00-009-00 & K41-11-11-11-00-010-00) as an extraterritorial customer, and declaring an emergency. (Suspension of rules requested by utility services applicant)

Mrs. Bean moved to place this ordinance on the floor for discussion and possible passage. Mr. Paul seconded.

Mr. Crabill stated this resolution was for S&L Lumber. It is a property contiguous to the City of Urbana. The Pence properties were previously annexed, and S&L Lumber company wants to be connected to the sanitary sewer line. The property is not a real user of water. The contract contains provisions to connect the property to the water line in the future.

Mr. Paul asked why the City would be willing to waive the water requirement. Mr. Crabill stated that after speaking with Mr. Sampson and Mr. Hall, the ordinance is not overtly clear. Mr. Paul is concerned with setting a precedent. Mr. Sampson stated the estimate for a water hook-up was going to be around \$18,000. The ordinance was more for water mains and not services.

Mr. Scott asked if sewer bills were typically based on water usage. Mr. Crabill stated the City would be able to install a specialized meter.

President Hess asked what was the range for the sewer hook-up. Mr. Hall stated it was in the \$7,000 to \$8,000 range.

Mr. Paul moved to suspend the rules for the passage of Resolution 2639-22.

President Hess called for the suspension of the rules: Mr. Paul, aye; Ms. Truelove, aye; Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; Ms. Jumper, aye; and Mr. Scott, aye.

Rules suspended 7-0.

President Hess called for a roll call on passage: Ms. Truelove, aye; Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; Ms. Jumper, aye; Mr. Scott, aye; and Mr. Paul, aye.

Resolution passes 7-0.

**Resolution 2640-22:** A resolution to dedicate the public sanitary sewer manhole and related 8” sanitary sewer main/crossing that was installed in the public right of way by a contractor on behalf of Dwight E. Pence and Phyllis A. Pence between 1675 and 1693 East US Highway 36, and declaring an emergency. (Requires one reading)

Mr. Paul moved to place this ordinance on the floor for discussion and possible passage. Ms. Jumper seconded.

Mr. Crabill stated that after a new construction, the City needs to accept the materials that are in the right of way. The intention is that it can be used by others going forward.

Mr. Paul asked if Mr. Bumbalough has had a chance to inspect it. Mr. Hall stated the City is good in that regard.

President Hess called for a roll call on passage: Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; Ms. Jumper, aye; Mr. Scott, aye; Mr. Paul, aye; and Ms. Truelove, aye.

Resolution passes 7-0.

#### **Department Liaison Reports:**

Mr. Paul stated that there had been scheduling issues for the next meeting on lateral transfers, but hopes to meet soon.

Mr. Thackery hoped to get with Mr. Crabill soon regarding the TIF.

#### **Miscellaneous Business**

Mrs. Bean was a volunteer at the balloon festival. She was also pleased to be a part of the 9/11 flag lowering ceremony and the Rittal lunch.

Mrs. Collier stated the chili cookoff will be this Saturday with about twenty contestants and twenty-five vendors. She will also be meeting on Friday regarding housing issues.

Mr. Paul stated the hoopla parade will be this Saturday as well, with approximately forty groups lined up. He also asked Mr. Sampson when the booster station would start. Mr. Sampson was hoping he wouldn't be asked that. He stated the two big parts having problems were the electrical components and the generators. By the end of next year, he was fairly confident that at least one of the stations would be up and running, potentially both.

Mr. Scott asked if it was too late to enter the chili cookoff. Mrs. Collier stated it needs to be submitted by Thursday, September 22<sup>nd</sup> by the absolute latest.

Ms. Jumper asked about the time of the parade, to which Mr. Paul clarified noon. Ms. Jumper was thankful for the 9/11 presentation. She also asked if there was a date for the High Street project. Mr. Crabill stated bids are due in April of May of 2023 with construction starting in July or August.

Mrs. Bean asked if the City has received possession of the full-size wheel loader. Mr. Hall confirmed the City had. Mrs. Bean stated she would like a ride, to which Mr. Hall suggested she wait a couple weeks as the City loaded sludge today.

Chief Ortlieb informed Council that the fire division had finished the community paramedic program obligations.

Mr. Crabill informed Council that he would be taking a road trip to Toledo for a Legacy Place Award. He previewed an enterprise zone agreement ordinance regarding ALDI's that would be in front of Council soon. It would be for a six-year agreement, accumulating in 35%. The school district would go first, followed by Council, and ending with the county commissioners. He also stated he would have more information regarding the DORA for Council at either the first or second meeting of October.

Ms. Boettcher stated that budget sheets for 2023 would be going in the department heads' mailboxes.

Mayor Bean read the Ohio Auditor award and thanked Ms. Boettcher for her department's hard work. He also stated the AGE was a great cubic feet rate, and will save the citizens of Urbana a lot of money.

Mr. Hall gave a paving update. They City is working on patching South Main Street. Milling will start on October 3<sup>rd</sup> with a final completion date scheduled for October 18<sup>th</sup>.

Mr. Steffan reminded Council that the topic list would be sent out on Friday and work sessions are not live-streamed.

President Hess asked how the electronic water meters were doing. Mr. Sampson stated they were wonderful and had no complaints.

Ms. Truelove moved to adjourn. Ms. Jumper seconded. Voice vote on approval: all ayes, nays none. Motion passes 7-0.

**ADJOURNED AT 7:12 p.m.**

**NEXT SCHEDULED MEETING  
WORK SESSION  
September 27, 2022, at 6:00 p.m.**

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Council Clerk

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Council President

**URBANA CITY COUNCIL  
WORK SESSION MINUTES  
TUESDAY, SEPTEMBER 27, 2022**

President Hess called the City of Urbana Work Session to order at 6:00 pm.

**City Staff attending:** Director of Administration Kerry Brugger, Director of Law Mark Feinstein, Fire Chief Dean Ortleib, Police Chief Matt Lingrell, and Zoning and Compliance Officer Preston Carter

**City Council:** President Hess, present; Ms. Jumper, present; Mr. Scott, present; Mr. Paul, present; Mr. Thackery, present; Ms. Collier, present; and Ms. Bean, absent.

**Citizen Comments**

Chris Massie (538 S. Walnut Street): He was concerned with the procedure for complaints. His neighborhood's specific complaint has been livestock (fowl) in a small building on South Walnut Street. He's concerned with odors, housing, the size of the lot, and permits, etc. He does not care if they are there, as long as it's cleaned up. This is an issue that has been going on for six months. He also believes the homeowner is no longer present.

Don Richardson (202 Dewey Avenue): He is concerned with a neighbor at Russell and Dewey that has overgrown weeds, a ten-foot fence, vehicles in the yard, and logs.

**Condemned Houses / Creation of a Land Bank**

Ms. Truelove started by stating she did not wish to pursue the land bank tonight. She stated she had gotten some information but it would be better down the pike.

Regarding the condemned houses, Ms. Truelove has spoken to Preston. She appreciates where he is coming from and understands he is limited in his resources. She wants to further clean up and will continue working. She cares about the outside, not the inside. They're nuisances to her eyeballs.

President Hess brought up the topic of ordinances for nuisance housing. Mr. Paul stated the City of Urbana does not have a maintenance code. President Hess stated that is what Council would have to work on. Mr. Feinstein stated that as part of a property maintenance code, the City would have to establish standards for appearance of the outside of a house. Mr. Paul stated that Council previously started to work on this, but there wasn't much of an appetite in the past. President Hess elaborated. He stated that in the past, the issue was regarding houses needing to be fixed before it could be sold. Council wasn't interested at that time in making a property owner have to do that. Mr. Feinstein mentioned that the international property maintenance code would be the place to start, and it does not specifically refer to selling properties. Council can make legislation as specific or as vague as it desires.

Mr. Paul inquired as to where enforcement of a maintenance code would lie. Mr. Feinstein stated it would be incumbent with the legislation to determine where enforcement would fit in. He indicated that the previous comments already show there are limitations to enforcement. Mr. Thackery stated that this would be biting off a lot because whose standards of being up to code would set off a slippery slope.

President Hess asked how long it takes for a condemned house to be taken down. Mr. Feinstein stated this was a County issue, in which the City has no authority. The condemnation process is typically related to health issues, which is a County division. Mr. Paul asked if conceivably the City could make its own condemnation process. Mr. Feinstein stated that via home rule, it could. Mr. Paul asked Mr. Carter if it would make his job easier. Mr. Carter responded that it would not because it would not necessarily fix the larger issues. Mr. Brugger generalized the importance of figuring out what a condemnation was. Not all condemned houses need to be torn down.

Ms. Truelove inquired as to why the Health Department does not necessarily go back in. Mr. Brugger stated the properties need to go down the process. At the end of the chain, if the County Auditor decides the County does not want the property, it reaches a stand still. The City can only fix what it has authority to fix.

Mr. Scott asked for confirmation that the City needs the County for the land bank. Mr. Brugger confirmed yes, although theoretically the City could do it on their own, but it would not work anywhere as efficiently.

Ms. Truelove ended the discussion by stating she wanted to work on the maintenance issue. She is tired of the lack of enforcement and the difficulty of all three branches of government working together.

### **Unpaved Parking Violations**

President Hess is concerned with the number of violations of citizens parking on grass. Mr. Brugger will find out the exact number and report back. Mr. Carter indicated that there have been some violations that have been reported based on complaints. This hasn't really been an issue for the City and the complaints they have been receiving are getting resolved.

### **Noise Ordinance**

Mr. Paul indicated he will be working with Mr. Feinstein on this issue. He believes the language of the current noise ordinances is choppy. The current statute involves noise that "disturbs a reasonable person of normal sensitivities" and is "plainly audible."

He main concern is the application of the ordinance regarding a restaurant in a residential area where citizens are concerned with live music. He wishes to solely put this on the radar for now as something that Council will need to look at in the future to further define the language, perhaps adding time limitations.

### **2023 City Council Budget**

City Council members were able to look at the proposed budget for 2023 to potentially suggest changes prior to President Hess signing off.

Mr. Paul was concerned about not having any proposed budget for travel and training. He suggested seeing how much the Ohio Municipal League charges for training to potentially add the amount to the requested budget.

Mr. Thackery was curious what went into the advertising budget. Council Clerk Steffan indicated that this constitutes the fees the Urbana Citizen charges for all of the legal requirements surrounding notice of legislation.

President Hess suggested looking at the budget over the weekend and going through line by line at the next regular meeting.

**WORK SESSION COMPLETED AT 6:55 p.m.**

**NEXT SCHEDULED MEETING**

October 4, 2022, at 6:00 p.m.

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Council Clerk

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Council President



## PROJECT PERFORMANCE REPORT

### FINAL REPORT TO THE STATE OFFICE OF RURAL HEALTH

<b>Recipient:</b>	Mercy Memorial Hospital (Mercy Health - Urbana Hospital) 904 Scioto Street Urbana, OH 43078
<b>Program Name:</b>	Community Paramedicine Rural Pilot Program
<b>Project Number:</b>	01130011CR0322
<b>Period of Performance:</b>	September 1, 2019 - August 31, 2022
<b>Report Date:</b>	August 31, 2022

#### MODEL BREAKDOWN

With funds awarded through the State Office of Rural Health, Mercy Health - Urbana Hospital was able to implement a uniquely conceived Community Paramedicine Program in partnership with the Urbana Fire Division and Champaign Health District. In its program, Mercy Health - Urbana Hospital identified for the role of the community paramedic a Registered Nurse (RN), with previous experience in the Emergency Department of Mercy Health - Urbana Hospital. The community paramedic was also a licensed paramedic through the Ohio Division of Emergency Medical Services. The community paramedic was thus ideally positioned to act as a knowledgeable and trusted intermediary between local health care providers and EMS (the program partners understood early in the implementation process that a successful effort would require a breaking down of those traditional silos that contribute to a fragmented health landscape both locally and nationwide). The benefits of an RN in the role of the community paramedic also allowed for more flexibility with patient education such as in foley catheter care, medication adherence, and diabetes management.

#### Scheduled Home Visits

The community paramedic originally worked solely with Urbana Fire Division. However, the program quickly drew additional attention and interest from other local fire and rescue divisions (with the program ultimately adding six additional EMS districts within Champaign County). Each EMS district signed a memorandum of agreement (MOA) with Mercy Health, where EMS agreed to accompany the community paramedic on every home visit. Once on the scene, and it was determined that the patient had no emergent needs (and the community paramedic was safe), the fire department unit was released from the scene. The home visit was scheduled in advance with the corresponding department and on the day of the visit, dispatch created a run for the corresponding department. Dispatch would then provide scheduled checks on the community paramedic throughout the visit. This ensured the safety of the patient and the community paramedic. Once the visit had ended, the run was then closed.



High Blood Pressure	67%
Mental Illness	6%
Substance use Disorder	2%

## METRICS OVERVIEW

### Process Metrics

- There were 159 referrals made into the program between February 1, 2021, and July 31, 2022. Approximately 48 percent of the referrals came from within the Mercy Health system. The remaining 52 percent came from outside resources such as community referrals, self-referrals, law enforcement, and community leaders.
- Approximately 62 percent of the referrals “graduated” the program (improved knowledge and skills in disease self-management, improved adherence to medication and dietary regimens, improved social support). At the time of this report there are 59 active participants in the Community Paramedicine Program
- The stakeholder’s workgroup began to meet in March 2020. Meetings have been held monthly. To date there have been 29 workgroup meetings.

### Outcome Metrics

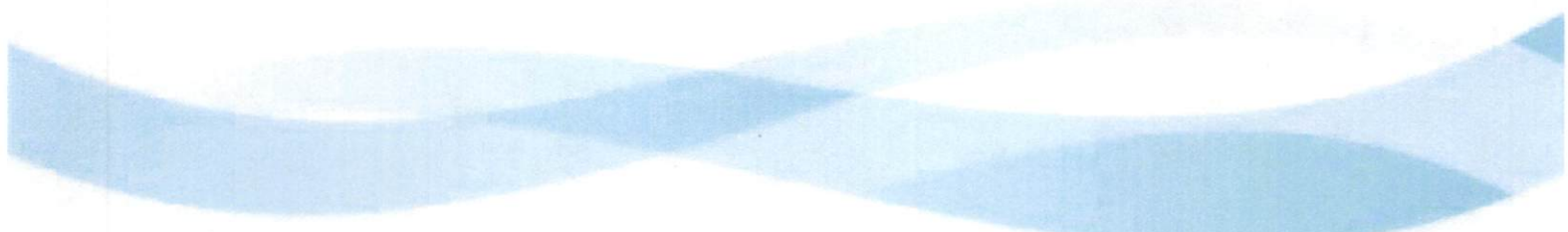
- On average, there was one participant per quarter that did not have a primary care physician (PCP) prior to the program.
- 10 percent of program participants established a new relationship with a behavioral health professional.
- 12 percent of program participants established a new relationship with a case manager.
- There were 88 referrals made to community resources for needs including transportation, mental health, food disparities, and home health needs.
- On average, EMS has reduced their repeat runs on program participants by 82 percent over the total program period.

## SUSTAINABILITY PLAN

Mercy Health - Urbana Hospital has budgeted the program through the remainder of 2022. The ultimate sustainability of the program remains a challenge. Mercy Health is attempting to develop policy recommendations based on the outcomes data (including policy briefs to be shared with local government agencies elected officials, and community influencers) that might be used to secure long-term community support for the program. In the interim, Mercy Health is exploring additional grant funding opportunities, including those through the Federal Office of Rural Health Policy.

## HOW YOUR PROGRAM IS DIFFERENT THAN WAS ORIGINALLY PLANNED AND WHY?

COVID-19 was an obviously unanticipated event. The pandemic severely strained the local health services environment and contributed to extended delays (as successive waves and new



variants impacted the community) in the implementation of the program. The need to resolve potential legal concerns among different parties also proved a lengthier process than what was perhaps originally anticipated.

**HOW DO YOU SEE THE FUTURE OF COMMUNITY PARAMEDICE AT YOUR AGENCY?**

From Cheryl Wears, BSN, RN, EMT-P, Community Paramedic: I see the role of Community Paramedic expanding in several ways. Expanding the team to add another RN to help with the program. Reducing isolation of patients by expanding the possibilities of telehealth, allowing those that cannot leave their home access to care. Finally expanding the program into other counties to assist other health care providers.

**ADVICE YOU WOULD GIVE TO SOMEONE STARTING A COMMUNITY PARAMEDICE PROGRAM**

For those interested in starting their own community paramedicine effort, we would offer this advice: (1) Be responsive to the needs of the community (integrate a holistic approach into the program, respond to public health emergencies); (2) Be flexible (recognize the differences in people and places that exist even within a single county area, combine protocol-guided care with the development of individualized pathways to care); and (3) Collaborate (engage community partners and stakeholders, develop and maintain a shared-decision making structure, leverage the knowledge and resources of each partner).





Rea & associates *a brighter way*

September 26, 2022

Chris Boettcher, Director of Finance  
City of Urbana  
205 S. Main Street  
Urbana, Ohio 43078

Dear Ms. Boettcher:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Urbana, Ohio (City) a proposal to prepare the City's basic financial statements. Based on our many years of experience in this industry, I assure you that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

#### **The Objective and Scope of the Preparation of the Financial Statements**

You have requested that we prepare the basic financial statements of City of Urbana for the years ending December 31, 2022, 2023 and 2024 on a continuous basis. The basic financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

#### **Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

KB 9/28/22  
CB 9/28/22



### **Program Goals**

There are three main goals to the Community Paramedicine Program. The first goal was to stabilize the patient. On the home visit, the community paramedic assessed the patient for any emergent needs. If the patient was not stable, the run would be turned over to EMS at the scene for treatment and transport. The second goal was to evaluate. The community paramedic would assess the needs of the patient across various domains (physical, psychological, social, and environmental). The community paramedic would then identify available community resources that would allow the patient to stay safe and healthy in their home environment. The third and final goal was patient growth. The Community Paramedicine Program ultimately sought to increase the number of informed and activated patients who would utilize health promotion and self-management skills to improve individual health outcomes and their overall quality of life.

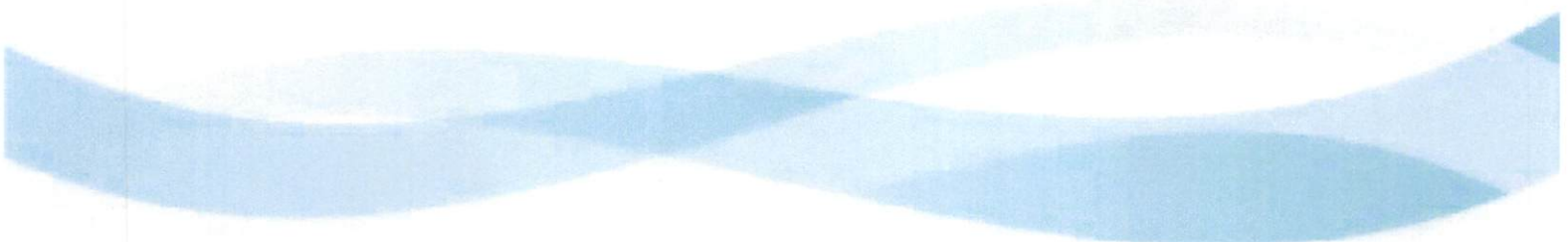
### **Program Leadership**

To guide the program, a workgroup of the program stakeholders was created that would meet monthly in order to discuss program successes, challenges, and available resources. Members of this workgroup included a representative from the Champaign Health District; a victim advocate; a Mercy Health community educator; the chief of the Urbana Fire Division; the director of the Mental Health, Drug, and Alcohol Services Board; the coordinator from Champaign Hope4Good (faith-based coalition); the medical director for the Community Paramedicine Program; the care coordinator from Graceworks Housing Services (senior housing); and two managers from Mercy Health.

### **PARTNERSHIPS**

A successful community paramedicine program begins with forming partnerships throughout the community (patients referred into a community paramedicine program will typically present with an array of service needs across multiple life domains that no single agency or provider can address). For Mercy Health - Urbana Hospital and its community paramedicine program, these partnerships began with the local EMS districts (with ultimately seven EMS partners, who represented all of the EMS districts within Champaign County). The Champaign Health District (public health) was another early important partner, particularly in the context of COVID-19, where the Community Paramedicine Program aligned itself with public health in providing the population with actionable information for self-protection, symptom identification, and guidance for treatment seeking (and later the coordination of vaccine access). The local Mental Health, Drug, and Alcohol Services Board was another important partner, particularly in addressing the mental health needs of the program's service population.

Looking beyond local health services providers, Mercy Health - Urbana Hospital also sought to engage local non-profit agencies. This included Caring Kitchen, a local emergency shelter, which provided emergency essentials (such as food and clothing) for those patients with an identified need. Also engaged was Champaign Hope4Good, a faith-based coalition formed of local area churches, which organized volunteers to assist in structural improvements to patient households (such as adding a wheelchair ramp to a patient's home).




## **SUCSESSES**

The program has achieved a number of successes that extend beyond changes in ED utilization patterns (and related community health expenditures). The program has helped create new local momentum for collaboration and coordination between different agencies and groups. The program has also helped drive improvements in patient quality of life, this includes reducing experiences of social isolation for many of the individuals referred into the program, as well as addressing the various unmet needs that affected patients and their ability to live independently and perform instrumental activities of daily living.

## **BARRIERS**

Important barriers to note:

- (1) COVID-19 presented a serious challenge. At the start of the pandemic, Mercy Health was compelled to furlough most of its support staff, which contributed to program delays in implementation. Other partner agencies were similarly affected, and some continue to be affected (in terms of workforce shortages), which contributes to service delays or excessive caseloads.
  - (2) Legal barriers and challenges arose regularly over the funded grant period. Some of these challenges involved questions regarding the program's activities and the interpretation of beneficiary inducement. It was also necessary to enter into a separate legal agreement with each EMS districts (seven in total) regarding their participation in the Community Paramedicine Program. The execution of each agreement was an often lengthier process than was anticipated.
  - (3) Non-compliance is another challenge. Most patients identified and referred into the program had a history of non-compliance (which contributed to their overutilization of the ED and chronic disease exacerbations). However, some patients in the program may remain non-compliant (continuing to have frequent EMS runs and ED visits), despite the best efforts of the intervention and the creation of individual care plans. Motivation to change has thus become an important consideration for the program (including assessments and survey instrument for evaluating patient readiness to change).
  - (4) Data collection was an additional challenge. Patients that were transferred to long-term care facilities for rehabilitation could be difficult to track. Data was also often difficult to obtain from the individual EMS districts in a timely manner owing to differences in each district's recordkeeping and information systems.
- 



**BASIC DEMOGRAPHICS OF CLIENT BASE (AGE RANGE, RACE, PAYOR BREAKDOWN, ETC.)**

**Age range**

75 and over	44%
65-74	28%
55-64	18%
45-54	5%
35-44	3%
25-34	1%
18-24	1%

**Gender**

Male	67%
Female	33%

**Race**

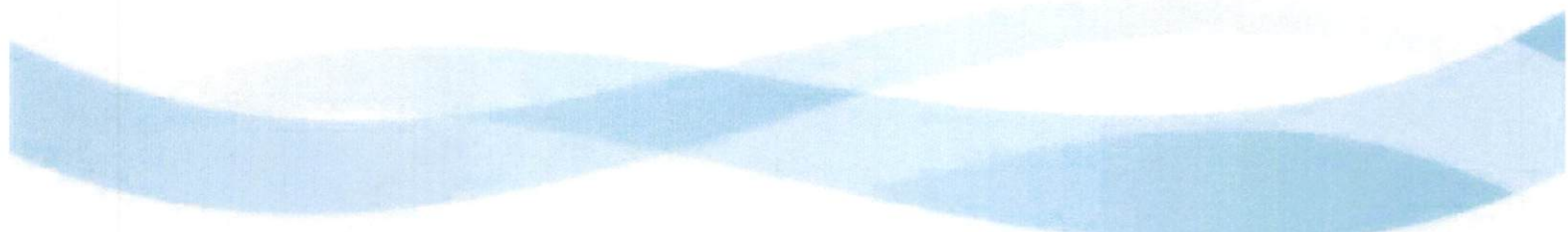
White / Caucasian	91%
Black / African American	4%
American Indian / Alaska Native	0%
Asian	0%
Native Hawaiian / Pacific Islander	0%
More than one race	0%
Other	0%
No answer	0%
Not Collected	3%

**Payor Breakdown**

Medicaid	23%
Medicare	59%
Commercial-Employee Based	3%
Health Savings / High Deductible	0%
Unknown	3%
None	0%
Not Collected	12%

**Comorbidities**

Asthma	4%
CHF	9%
COPD	27%
Diabetes Type I	1%
Diabetes Type II	35%
Heart Disease	41%



### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
  - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
  - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
  - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

Chris Boettcher, Director of Finance, will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Records and Assistance**

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

**Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

**Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be \$25,500 for the year ending December 31, 2022, \$26,775 for the year ending December 31, 2023 and \$28,115 for the year ending December 31, 2024.

In addition, fees may be increased for events such as:

1. Implementation of any new Accounting Standards; or
2. Implementation of any new accounting system.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.



**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

**Information Security - Miscellaneous Terms**

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Urbana proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Urbana agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Urbana information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

**Our Agreement**

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

**Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.



\_\_\_\_\_  
Jared Cottrell, CPA

\_\_\_\_\_  
September 27, 2022  
Date

Confirmed on behalf of City of Urbana:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## **ORDINANCE NO. 4579-22**

**AN ORDINANCE TO ESTABLISH A SPEED LIMIT FOR A LOCAL HIGHWAY NAMED NORTH DUGAN ROAD IN THE CITY OF URBANA, OHIO. (One reading required.)**

**Department Requesting: Engineering**

**Sponsor: Cledis Scott**

**WHEREAS**, under Ohio Revised Code 4511.21(J), local authorities may authorize by ordinance a higher prima-facie speed limit on local highways; and

**WHEREAS**, on the basis of an engineering study performed by a consultant, the City Engineer recommends increasing the speed limit on the City's portion of North Dugan Road from the prima-facie speed of 25 mph; and

**WHEREAS**, Urbana Township has also been advised of the findings of the engineering study; and

**WHEREAS**, under Ohio Revised Code 4511.21(M), due to the joint jurisdiction of North Dugan Road, both the City and Township may alter their respective speed limits on their respective portions of the highway as agreed to by both authorities,

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Urbana, County of Champaign and State of Ohio:

**SECTION ONE:**

That the City of Urbana hereby establishes a higher speed limit, in accordance with Section 4511.21 of the Ohio Revised Code, for those portions of a local highway named North Dugan Road located within the City of Urbana, as follows:

From the intersection of U.S. 36 East and Dugan Road extending 0.50 miles north along North Dugan Road to 50 MPH.

**SECTION TWO:**

That any legislation in conflict herewith is hereby repealed.

**SECTION THREE:**

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

**SECTION FOUR:**

This ordinance shall become effective on October 18, 2022.

\_\_\_\_\_  
President, City of Urbana Council

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council

This Ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



\_\_\_\_\_  
Mayor, City of Urbana

REVIEWED: Mark M. Finnin 9/29/2022  
Director of Law      Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove:	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A



August 15, 2022

Mr. Randy Loebig  
Highland Management Group  
720 East Broad Street, Suite 200  
Columbus, OH 43215

**Re: Dugan Road Speed Zone Study**  
City of Urbana & Urbana Township, Champaign County, Ohio

Dear Randy:

Please consider this letter a summary of the speed zone study performed by Smart Services, Inc. for the subject location. The study must be submitted to the Ohio Department of Transportation (ODOT) by the City of Urbana for consideration. ODOT must review and approve the requested speed.

## **BACKGROUND**

The Champaign County Engineer's Office on behalf of Urbana Township wants to investigate lowering the speed limit on the unincorporated section of Dugan Road north of US 36, part of which is split jurisdiction between the City of Urbana and Urbana Township. For this condition, the first part of the *Traffic Engineering Manual (TEM)* Section 1203-2.4 states the following:

"ORC Division 4511.21(N) addresses situations where the boundary of two local authorities rests on the centerline of a highway and both authorities have jurisdiction over the highway. Aside from Division 4511.21(N) and the speed zoning process, there is currently no provision to address the inconsistency and confusion caused when responsibility for a section of highway is split between different jurisdictions. The speed limit on the road may differ depending on which side of the road you are traveling. This can be confusing to motorists. When this occurs on ODOT-maintained highways, using the speed zoning process, the District should work with the local jurisdiction(s) to try to address the differences. This may involve:

1. Raising the lower speed limit to match the higher statutory speed.
2. Lowering the higher speed limit to match the lower statutory speed.
3. Determining an altered speed limit in between the existing speed limits that both jurisdictions can agree is appropriate.
4. Leaving the statutory speed limit on each highway section."

Since ODOT will be reviewing and approving the speed study, we spoke to ODOT about the length of the segment and the locations for speed data. A segment for the speed zone study was discussed and determined to be from US 36 to approximately 0.4 miles north of US 36. The purpose of this segment is to attempt to achieve a speed limit per #3 in the reference from the *TEM*.

Since the implementation of the results of the speed zone study would affect both Urbana Township and the City of Urbana, the Champaign County Engineer's Office (on behalf of Urbana Township) and the City of Urbana should be included in the speed zone study process. The procedure for a Speed Zone Study is found in the ODOT *TEM*.

## **SPEED ZONE STUDY INFORMATION**

Attached is the speed zone information sheet. Referenced on that sheet is speed data which was collected using road tubes on Tuesday, April 26, 2022. The speed data results are attached. The 85<sup>th</sup> percentile speeds were the same at the two locations, and the 10 mph pace range varied by 2.5 mph. To be conservative, the higher speed pace range was entered in the information sheet. The count reports are attached.

Reports for four crashes that occurred 2019-2022 (Since 2022 is not a full year) were obtained from the ODOT Traffic Information Mapping System (TIMS) website. Of the four crashes, there is one crash that were determined to be potentially relevant to the speed zone study. (Document # 20223051294) was entered on the speed zone information sheet. Crash reports for all four crashes are attached.

## **CONCLUSIONS**

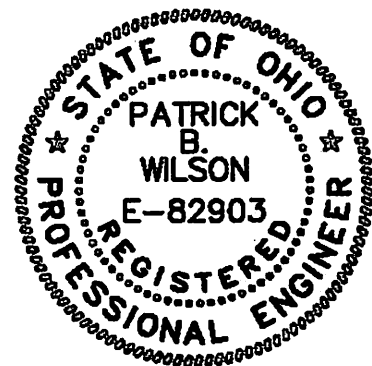
Based on the results of the speed calculation sheet, the speed limit being requested is 50 MPH.

Sincerely,

**SMART SERVICES, INC.**

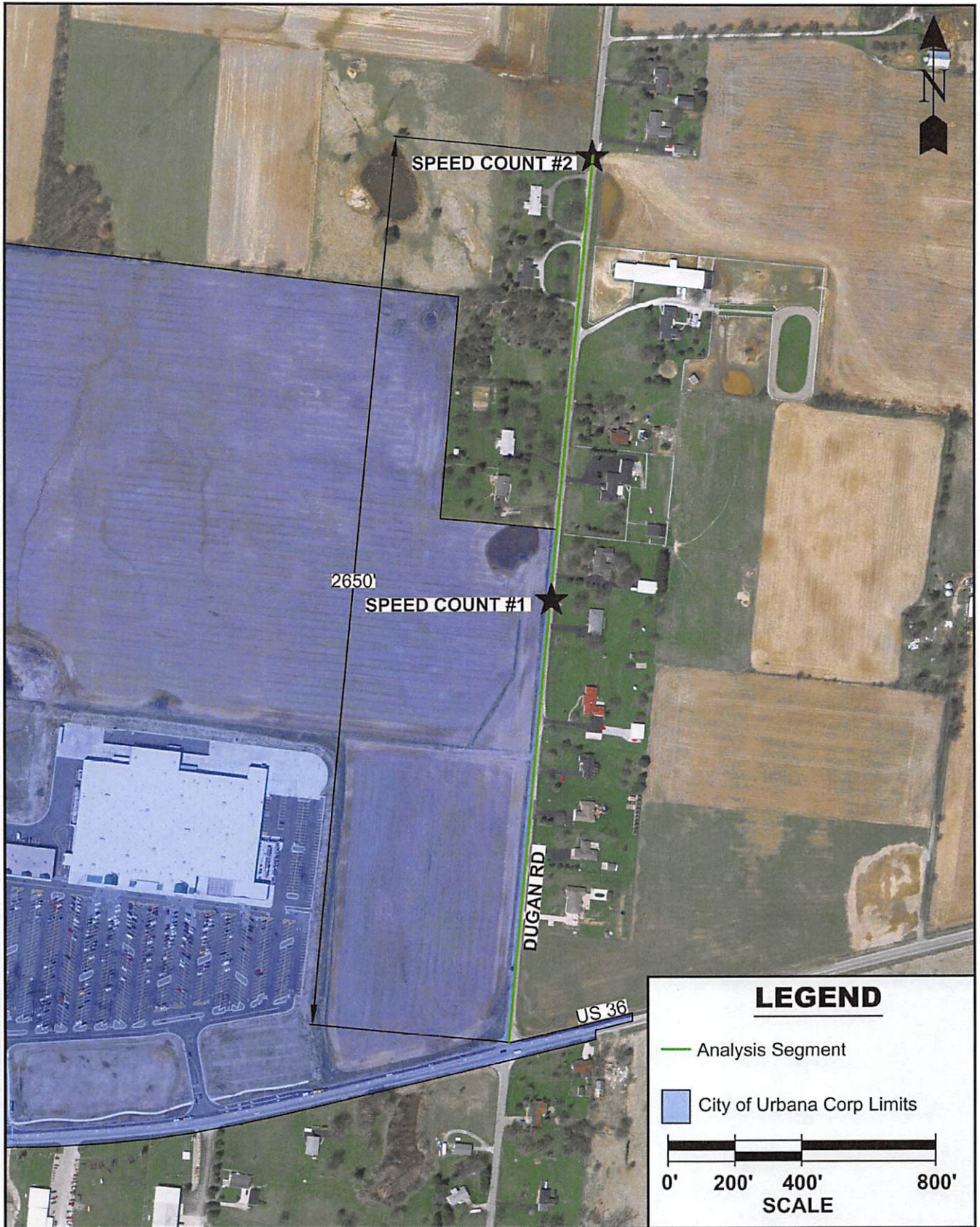


**Patrick B. Wilson, PE**  
Project Engineer



Submitted: One electronic copy (PDF format) via e-mail





**DUGAN ROAD  
SPEED ZONE STUDY**

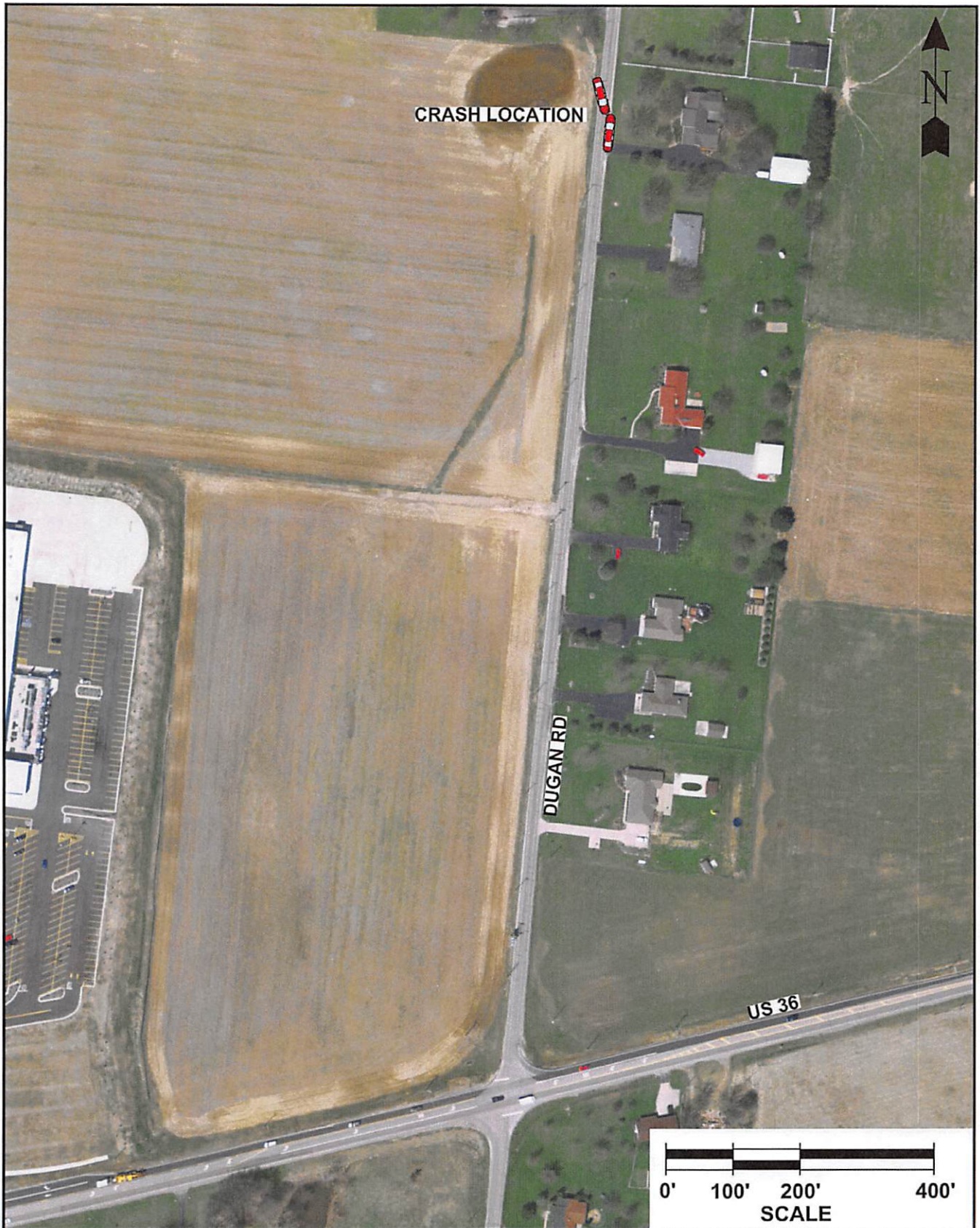
PREPARED BY: **SMART SERVICES**

6/2022

**FIGURE 1**

DUGAN ROAD SEGMENT





**DUGAN ROAD  
SPEED ZONE STUDY**

PREPARED BY: **SMART SERVICES**

6/2022

**FIGURE 2**

DUGAN ROAD CRASH DIAGRAM





# Ohio Department of Transportation

## SPEED ZONE EVALUATION SHEET



*For Highways with less than 50% of all crossroads grade separated*

TEM FORM 1296-2

**\*COMPLETE ALL GREEN SHADED AREAS\***

ROUTE NAME:	N. Dugan Rd	ROUTE NUMBER:	TWP 101
BEGIN STUDY AT:	US 36	COUNTY:	Champaign
BEGIN LOGPOINT:	0.00	TOWNSHIP / MUNICIPALITY:	Urbana
END STUDY AT:	2,650' North of US 36	JURISDICTION:	City of Urbana
END LOGPOINT:	0.50	EXISTING SPEED LIMIT (MPH):	55
LENGTH (MILE):	0.50	AVERAGE DAILY TRAFFIC (ADT):	1674

REFER TO SECTION 1203 OF THE TRAFFIC ENGINEERING MANUAL FOR ADDITIONAL GUIDANCE

No. of Houses or Farms	14	Must have direct access to the roadway being studied.									
No. of Small Businesses, Apts./Condos	0										
No. of Medium Businesses, Apts./Condos	1										
No. of Major Businesses, Apts./Condos	0										
No. of Minor Street Intersections	1	Subdivision, Residential, or Other streets serving the residents of that street.									
No. of Major Street Intersections	0	Streets which serve both the residents and commuters of the area.									
No. of Signalized/Roundabout Intersections	0	Do not include intersections at the beginning or end of the section.									
No. of Interchange Ramps	0	Do not include Loop ramps at the beginning or end of the section.									
Lane Width (Round down to nearest foot)	8	General width of through lanes throughout the section.									
Shoulder Width (Round down to nearest foot)	0	General shoulder width throughout the section.									
No. of Property Damage Only Crashes	0	Latest three years of data									
No. of Injury Crashes	1	Weighted value is 2x that of a Property Damage Only Crash									
No. of Fatal Crashes	0	Weighted value is 4x that of a Property Damage Only Crash									
Presence of Vulnerable Road Users	Not High	Pedestrians / Bicyclists / Amish Buggies / etc..									
Urban Features	No	Sidewalks / Crosswalks / Curb & Gutter / On-Street Parking / Street Lighting / etc..									
50 <sup>th</sup> Percentile Speed	48.1	Average of all speed samples that were taken.									
85 <sup>th</sup> Percentile Speed	54.5	Average of all speed samples that were taken.									
10-mph Pace Speed	44.7	to 53.7 Average of all speed samples that were taken.									
Roadway Characteristics	A2	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="background-color: yellow;">CATEGORIES:</td> <td>C</td> <td>B3</td> <td>B2</td> <td>B1</td> <td>A3</td> <td>A2</td> <td>A1</td> <td>DIV</td> </tr> </table>	CATEGORIES:	C	B3	B2	B1	A3	A2	A1	DIV
CATEGORIES:	C	B3	B2	B1	A3	A2	A1	DIV			

To View Calculation Sheet or Examples of Roadway Characteristics and Crashes to Include, use Buttons Below.

CALCULATION SHEET

ROADWAY CHARACTERISTICS

CRASHES TO INCLUDE

CALCULATED SPEED: 50 MPH

USLIMITS2 SPEED: 50 MPH

REQUESTED SPEED: 50 MPH

**ADDITIONAL CONSIDERATIONS AND COMMENTS**

STUDY BY: Smart Services, Inc.      DATE: June 20, 2022

\*INCLUDE THE RELATED RESOLUTION(S) WHEN SUBMITTING THIS FORM\*

**BELOW FOR ODOT USE ONLY**

CHECKED BY:       TEST RUN:  MPH      APPROVED SPEED:  MPH

# OHIO DEPARTMENT OF TRANSPORTATION SPEED CALCULATION SHEET

TEM FORM 1296-2

## LOCATION

Road Name:	N. Dugan Rd	Begin Study At:	US 36	Existing Speed Limit:	55
Road Number:	TWP 101	Begin Log Point:	0.00	Average Daily Traffic:	1674
County:	Champaign	End Study At:	2,650' North of US 36	Urban Features:	No
Township / Municipality:	Urbana	End Log Point:	0.50		
Jurisdiction:	City of Urbana	Length:	0.50		

## HIGHWAY DEVELOPMENT

(A) BUILDINGS				(B) INTERSECTIONS					
Houses or Farms	14	X 1 =	14	Minor Street Intersections	1	X 2 =	2		
Small Business	0	X 2 =	0	Major Street Intersections	0	X 3 =	0		
Medium Business	1	X 3 =	3	Signalized/Roundabout Intersections	0	X 4 =	0		
Major Business	0	X 4 =	0	Interchange Ramps	0	X 1 =	0		
TOTAL TYPE (A)				17	TOTAL CLASS (B)				2

**TOTAL HIGHWAY DEVELOPMENT:**  $\frac{(A) \text{ 17 } + (B) \text{ 2 }}{\text{Length } 0.501893939 \text{ miles}} = \text{37.9}$

## ROADWAY FEATURES

CRITERIA	FACTORS							
	7	8	9	10	11	12	13	TOTAL
Lane Width (feet)	8	≤ 8'	9'	10'	11'	≥ 12'		7
Shoulder Width (feet)	0	< 1'	1'	2'	3'	4'	5'	7
Crash Rate (Crashes/MVM)	2.17	>6.2	>5.1 - 6.2	>4.0 - 5.1	>3.4 - 4.0	>2.8 - 3.4	>2.2 - 2.8	13
Presence of Vulnerable Road Users	Not High	Not High = 0 / High = -4						0

Crashes Type By Severity: No. of PDO: 0 No of Injury: 1 No. of Fatal: 0 **TOTAL ROADWAY FEATURES: 27**

Weighted Crash Values: PDO x 1 Injury x 2 Fatal x 4

**CRASH RATE (Crashes/MVM):**  $\frac{2 \text{ (PDO)} + 2 \text{ (Injury)} + 0 \text{ (Fatal)}}{1674 \text{ ADT} \times 0.501893939 \text{ Miles}} = 2.17$

## SPEED CALCULATION

CRITERIA	FACTORS											
	25	30	35	40	45	50	55	60	65	TOTAL		
Highway Development	37.9	> 70	> 60 - 70	> 50 - 60	> 40 - 50	> 30 - 40	> 20 - 30	> 10 - 20	> 5 - 10	≤ 5	45	
Roadway Features	27	≤ 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38	39	30	
* 85th Percentile Speed	54.5	≤ 27	28 - 32	33 - 37	38 - 42	43 - 47	48 - 52	53 - 57	58 - 62	≥ 63	55	
10 mph Pace	44.7	53.7	≤ 14 - 27	19 - 32	24 - 37	29 - 42	34 - 47	39 - 52	44 - 57	49 - 62	≥ 54 - 67	55
Roadway Characteristics	A2	C	B3	B2	B1	A3	A2	A1	DIV		50	

\* Use 50th percentile speed when both Urban Features and High Presence of Vulnerable Road Users are identified.

**TOTAL SPEED FACTORS: 235**

**CALCULATED SPEED\*** =  $\frac{235 \text{ Total Speed Factors}}{5 \text{ No. of Speed Criteria}} = \text{50 MPH}$

\* Calculated speed will not be less than the 50th percentile speed rounded to the closest 5 mph increment.

**USLIMITS2 SPEED** = 50 MPH

**REQUESTED SPEED** = 50 MPH

## ADDITIONAL INFORMATION AND COMMENTS

STUDY BY: Smart Services, Inc.

DATE: June 20, 2022

## BELOW FOR ODOT USE ONLY

CHECKED BY: \_\_\_\_\_ TEST RUN SPEED: \_\_\_\_\_ MPH APPROVED SPEED: \_\_\_\_\_ MPH



# USLIMITS2 Speed Zoning Report

## Project Overview

### Project Name: Dugan Rd Speed Zone Study

**Analyst:** Patrick Wilson

**Date:** 2022-06-20

#### Basic Project Information

Project Number: 818802  
Route Name: Dugan Rd  
From: 0  
To: 2650  
State: Ohio  
County: Champaign County  
City: Urbana city  
Route Type: Road Section in Undeveloped Area  
Route Status: Existing

#### Crash Data Information

Crash Data Years: 3.00  
Crash AADT: 1674 veh/day  
Total Number of Crashes: 1  
Total Number of Injury Crashes: 1  
Section Crash Rate: 109 per 100 MVM  
Section Injury Crash Rate: 109 per 100 MVM  
Crash Rate Average for Similar Roads: 150  
Injury Rate Average for Similar Roads: 51

#### Roadway Information

Section Length: .5 mile(s)  
Statutory Speed Limit: 55 mph  
Existing Speed Limit: 55 mph  
Adverse Alignment: No  
Divided/Undivided: Undivided  
Number of Lanes: 2  
Roadside Hazard Rating: 3  
Transition Zone: No

#### Traffic Information

85th Percentile Speed: 54 mph  
50th Percentile Speed: 48 mph  
AADT: 1674 veh/day

### Recommended Speed Limit:



**Note:** The injury crash rate for the section of 109 per 100 MVM is more than 30 percent above the average for similar roads (50) but below the critical rate (227). A comprehensive crash study should be undertaken to identify engineering and traffic control deficiencies and appropriate corrective actions. The speed limit should only be reduced as a last measure after all other treatments have either been tried or ruled out.

**Disclaimer:** The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

## How the Recommended Speed Limit was Determined

The questions and responses below, and the referenced page numbers, correspond to the flowcharts found in the [Decision Rules Flowchart document](#).

### Terms Used in the Recommendation

- **Closest 85th:** This is the 5 mph increment that is closest to the 85th percentile speed (e.g., if the 85th percentile speed is 63 mph, the Closest 85th will be 65 mph).
- **Rounded-down 85th:** This is the 5 mph increment obtained by rounding down the 85th percentile to the nearest 5 mph increment (e.g., if the 85th percentile speed is 63 mph, the Rounded-down 85th will be 60 mph).
- **Closest 50th:** This is the 5 mph increment that is closest to the 50th percentile speed (e.g., if the 50th percentile speed is 58 mph, the Closest 50th will be 60 mph).
- **SL\_1:** Speed limit determined using site characteristics (e.g., AADT, interchange spacing, roadside hazard rating, ped/bike activity, number of traffic signals, etc.).
- **SL\_2:** Speed limit determined using crash data from the crash module.
- **SL:** Recommended Speed Limit.

The Recommended Speed Limit (SL) is the lower of the speed limit determined without crash data (SL\_1) and the speed limit determined with crash data (SL\_2).

Determine SL<sub>1</sub> Using Site Characteristics (pg. K-14)

**Question 1:** What is the roadside hazard rating (RHR)?

**Results:** Because the RHR (3) is less than 4, **the SL<sub>1</sub> is the closest 85th speed (55 mph).**

**Question 2:** Are crash data available?

**Results:** Yes, so use these data to determine SL<sub>2</sub>.

Determine SL<sub>2</sub> Using Crash Data (pg. K-15)

**Question 3:** Is more than one year of crash data available?

**Results:** Yes, at least one year of crash data is available.

**Note:** The crash rate is calculated to be 109 crashes per 100M VMT, and the injury rate is calculated to be 109 crashes per 100M VMT.

**Note:** The critical crash rate is calculated as 415 crashes per 100M VMT.

**Question 4:** Is the crash rate (109 per 100M VMT) greater than the critical crash rate (415 crashes per 100M VMT)?

**Results:** No, **so the crash level is classified as low.**

**Question 5:** Is the injury crash rate (109 per 100M VMT) greater than the critical injury rate (227 crashes per 100M VMT)?

**Results:** No, but the injury crash rate is greater than 1.3 times the average injury crash rate. **The injury level is classified as medium.**

**Question 6:** Are either of the crash level (low) or injury crash level (medium) classified as medium or high?

**Results:** Yes, **so the total crash level is classified as medium.**

**Question 7:** Is the total crash level (medium) classified as medium or high?

**Results:** Yes, so **SL<sub>2</sub> is set as the higher of the rounded-down 85th and closest 50th speeds (50 mph).**

Determine SL (pg. K-12)

**Note:** SL is set as the lower of SL<sub>1</sub> (55 mph) and SL<sub>2</sub> (50 mph). **The SL is set to 50 mph.**

Determine the Final Recommended Speed Limit (pg. K-19)

**Question 8:** Is the SL less than 25 mph or greater than 65 mph?

**Results:** The SL (50 mph) is between 25 mph and 65 mph. **The SL remains the same.**

**Final Recommendation:** **The recommended speed limit is 50 mph.**

## Equations Used in the Crash Data Calculations

### Exposure (M)

$$M = (\text{Section AADT} * 365 * \text{Section Length} * \text{Duration of Crash Data}) / (100000000)$$

$$M = (1674 * 365 * .5 * 3.00) / (100000000)$$

$$M = 0.0092$$

### Crash Rate (Rc)

$$Rc = (\text{Section Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$

$$Rc = (0.33 * 100000000) / (1674 * 365 * .5)$$

$$Rc = 109.11 \text{ crashes per 100 MVM}$$

### Injury Rate (Ri)

$$Ri = (\text{Section Injury Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$

$$Ri = (0.33 * 100000000) / (1674 * 365 * .5)$$

$$Ri = 109.11 \text{ injuries per 100 MVM}$$

### Critical Crash Rate (Cc)

$$Cc = \text{Crash Average of Similar Sections} + 1.645 * (\text{Crash Average of Similar Sections} / \text{Exposure})^{(1/2)} + (1 / (2 * \text{Exposure}))$$

$$Cc = 149.84 + 1.645 * (149.84 / 0.0092)^{(1/2)} + (1 / (2 * 0.0092))$$

$$Cc = 414.73 \text{ crashes per 100 MVM}$$

### Critical Injury Rate (Ic)

$$Ic = \text{Injury Crash Average of Similar Sections} + 1.645 * (\text{Injury Crash Average of Similar Sections} / \text{Exposure})^{(1/2)} + (1 / (2 * \text{Exposure}))$$

$$Ic = 50.50 + 1.645 * (50.50 / 0.0092)^{(1/2)} + (1 / (2 * 0.0092))$$

$$Ic = 227.16 \text{ injuries per 100 MVM}$$

# CHAMPAIGN COUNTY SHERIFF'S OFFICE



308 Miami Street  
Urbana, Ohio 43078

937-484-6091  
FAX 937-484-6093

Matthew R. Melvin Sheriff

---

Date: September 27, 2022

Mr. Tyler Bumbalough,

Recently, you provided me with a speed study conducted by Highland Management Group. The study concentrated on the area of North Dugan Road, Urbana Township, Champaign County.

After reviewing the information provided, I would concur and recommend the speed zone be changed from the existing 55 MPH to 50 MPH.

A handwritten signature in blue ink, appearing to read 'M. R. Melvin', is written over a horizontal line.

Matthew R. Melvin, Sheriff  
Champaign County, Ohio



# URBANA POLICE DIVISION

Date: 22 September 2022  
To: ODOT  
From: Chief Matt Lingrell  
Subject: Request for speed limit change on N. Dugan Road within the city of Urbana


Recently a traffic speed study was completed for the area covering 0.5 miles north of US SR 36 on North Dugan Road, which includes roadway which is within the city limits of the city of Urbana and will soon be an area that borders a large new housing project on the west side of that identified area.

Highland, the developer proposing development of the land behind Walmart, enlisted Smart Services, Inc. to complete this speed study. The current township speed limit for that area is 55 MPH, though neither the township nor the city have erected speed limit signs along this stretch. Even without the pending development, it made sense that a speed study be completed with a desire that the 55 MPH could be lowered to a safer speed with the housing and road width constraints already present.

The result of the speed study was a finding that the area should be lowered to 50 MPH. ODOT has preliminarily concurred with this finding.

After reviewing the information from this speed study provided by the Smart Services, Inc., and the fact that there is a preliminary concurrence from ODOT on changing the speed for that area to 50 MPH, I too concur with the findings to decrease the speed limit in this specific area along North Dugan Road from 55 MPH to 50 MPH. Once the new housing development has been completed, it may be something to consider completing another speed study, to see if any further adjustments should be made at that time.

Sincerely,



Matthew D. Lingrell, Chief of Police

[matt.lingrell@ci.urbana.oh.us](mailto:matt.lingrell@ci.urbana.oh.us)

205 South Main Street Urbana, Ohio 43078 Dispatch: 937-652-4350 Fax: 937-652-5146

## RESOLUTION NO. 2641-22

**A RESOLUTION AUTHORIZING THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO, TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH ALDI INC. (OHIO); AND DECLARING AN EMERGENCY (One (1) Reading Required)**

**Department Requesting: Community Development**

**Sponsor: Pat Thackery**

**WHEREAS**, the Ohio Enterprise Zone Act, as set forth in Ohio Revised Code Section (“R.C.”) 5709.61 through R.C. 5709.69 (the “Act”), authorizes counties, with the consent of any affected municipal corporations or townships, to designate areas as enterprise zones for the purposes of offering incentives for establishing, expanding, renovating, or occupying facilities and hiring new employees and/or preserving jobs within said enterprise zones in exchange for specified local tax incentives; and,

**WHEREAS**, the City Council of Urbana (the “City Council”), by Resolution, petitioned Champaign County (the “County”) to designate the City as an “Enterprise Zone” pursuant to Chapter 5709 of the Ohio Revised Code (“ORC”); and

**WHEREAS**, the County Board of Commissioners, by Resolution recorded in Commissioners Journal Volume 48, page 12245, as adopted April 29, 1993, and amended by Resolution recorded in Commissioners Journal Volume 48, page 12739, as adopted on August 18, 1994, designated the City as an Enterprise Zone pursuant to ORC Sections 5709.61, et seq; and

**WHEREAS**, on May 11, 1993 the Director of Development of the State of Ohio determined that the aforementioned area designated in the April 29, 1993 Resolution contains the characteristics set forth in ORC Section 5709.61(A) and certified said area as an Enterprise Zone under ORC Chapter 5709; and

**WHEREAS**, ALDI INC. (OHIO). (the “Enterprise”) desires to construct a grocery facility located on ±3.794 acres in Enterprise Zone #246C at 741 Scioto St., Urbana, OH 43078 PPN: K48-25-11-02-28-013-00 (the “Project Site”) with an estimated total cost of construction of \$5,100,000 which will result in the creation of 10 full-time equivalent permanent jobs and 6 part-time equivalent permanent jobs (the “Project”); and,

**WHEREAS**, the Enterprise submitted an Enterprise Zone Agreement application dated August 23, 2022 (the “Application”) to the City, pursuant to the latter’s powers and duties as delegated by the County under Division (F) of R.C. 5709.632, a copy of which Application is attached hereto as **Exhibit A** and incorporated herein by reference; and,

**WHEREAS**, the City has investigated the Application and has determined that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the City; and,

**WHEREAS**, Enterprise Zone #246C is a limited authority zone under the Act, and as such, the City must determine also whether the Enterprise satisfies one or more of the following criteria as set forth in Division (B) of R.C. 5709.632: (i) the Enterprise currently has no operations in this state and, subject to approval of the agreement, intends to establish operations in the zone; (ii) the Enterprise currently has operations in this state and, subject to approval of the agreement, intends to establish operations at a new location in the zone that would not result in a reduction in the number of employee positions at any of the Enterprise's other locations in this state; (iii) the Enterprise, subject to approval of the agreement, intends to relocate operations, currently located in another state, to the zone; (iv) the Enterprise, subject to approval of the agreement, intends to expand operations at an existing site in the zone that the enterprise currently operates; or (v) the Enterprise, subject to approval of the agreement, intends to relocate operations, currently located in this state, to the zone, and the Director of the Ohio Department of Development has issued a waiver for the enterprise under Division (B) of R.C. 5709.633; and,

**WHEREAS**, the City has investigated and has determined the Enterprise satisfies such additional criterion, to wit: the Enterprise, subject to approval of the agreement, intends to expand operations at an existing site in the zone that the Enterprise currently operates; and,

**WHEREAS**, the City is desirous of making available to the Enterprise an exemption for six (6) years, of thirty-five percent (35%) of the increase in the assessed valuation of real property constituting the Project Site, subsequent to the passage of this Resolution; and,

**WHEREAS**, the City and the Enterprise desire to enter into a written Enterprise Zone Agreement (the "Agreement") pursuant to the form required under R.C. 5709.631, substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference, in order to facilitate the construction of the Project, which will benefit the economic climate of the City; and,

**WHEREAS**, the Boards of Education of the Urbana City School District and the Ohio Hi-Point Career Center (collectively, the "School Districts") have received the notices required pursuant to Division (C) of R.C. 5709.63 and R.C. 5709.83; and,

**WHEREAS**, the Urbana City School District by Resolution No. 0722.07, dated July 22, 2022, passed by a majority of its board members, acted under its authority granted by R.C. Section 5709.634 to waive the retail facilities exclusion under division (C) of R.C. 5709.61 with respect to the Project at the Project Site; and,

**WHEREAS**, the Urbana City School District duly approved the Agreement, and has certified to the City its resolution approving the Agreement; and

**WHEREAS**, it is necessary that this Resolution take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, health and safety.

**NOW, THEREFORE**, be it resolved by the Council of the City of Urbana, County of Champaign, State of Ohio, that:



Section One.

This Council finds that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in Enterprise Zone #246C and to improve the economic climate of the City.

Section Two.

This Council finds that the Enterprise, subject to approval of the Agreement, intends to lease the facility constructed at the site in Enterprise Zone #246C to a project tenant who will operate the facility in order to create such employment opportunities.

Section Three.

In consideration of the Enterprise's commitment to develop the Project, this Council hereby approves the Agreement. The Mayor, or his or her delegate, is hereby authorized to sign and deliver, in the name and on behalf of the City, said Agreement, in substantially the form as is now attached as **Exhibit B**. Said Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the City and that are approved by the Law Director on behalf of the City, all of which shall be conclusively evidenced by the signing of the Agreement or amendments thereto.

Section Four.

That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with Ohio's Sunshine Law, including R.C. 121.22.

Section Five.

That the Clerk is hereby directed to forward a copy of the Agreement to the Director of the Ohio Department of Development and to the Ohio Tax Commissioner within fifteen (15) days after the Agreement is executed between the City and the Enterprise.

Section Six.

This Resolution is being passed as an emergency measure pursuant to Urbana City Charter, 2.11, because the immediate passage of the Resolution is necessary to advance and protect the welfare of the City of Urbana, Ohio, and this Resolution shall be in full force and effect upon its adoption.

\_\_\_\_\_  
President, City of Urbana Council

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council

This Resolution approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor, City of Urbana

REVIEWED:  9/29/2022  
Director of Law                      Date

- Jumper:        \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Scott:         \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Paul:          \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Truelove:     \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Thackery:     \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Collier:       \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A
- Bean:         \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

EXHIBIT A

Enterprise Zone Agreement Application

[See Attached.]



8/23/2022

**Aldi Inc. Springfield Division**  
4400 S. Charleston Pike, Springfield, OH 45502

**To:**  
**City of Urbana**  
Doug Crabill

**From:**  
**Aldi Springfield Division**  
Patrick Valerius  
  
Phone: (937) 688-9101

**REMARKS:**     Urgent     For your review     Reply ASAP     Please comment

**Good Morning,**  
**Please find the closed documents for City of Urbana Enterprise Zone Application, and the check for the fee.**  
**Thank you,**





OHIO DEVELOPMENT SERVICES AGENCY

OHIO ENTERPRISE ZONE PROGRAM



City of Urbana Enterprise Zone Application

**PROPOSED AGREEMENT** for Enterprise Zone Tax Incentives between the City of Urbana located in the County of Champaign and ALDI INC. (OHIO)

**1a.** Name of business, home or main office address, contract person, and telephone number (attach additional pages if multiple enterprise participants including lessees).

ALDI INC. (OHIO)

Enterprise name

PATRICK VALERIUS

Contact Person

937-207-0968

Contact number

PATRICK.VALERIUS@ALDI.US

Address/email

N/A

Lessee name

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Contact number

\_\_\_\_\_

Address/email

**1b.** Project site: 741 SCIOTO STREET, URBANA, OH 43078  
Complete Address

937-207-0968

Contact number

PATRICK VALERIUS

Contact Person

**2a.** Nature of business at this site (manufacturing, distribution, wholesale or other)

GROCERY STORE

\_\_\_\_\_

**2b.** List primary 6 digit NAICS# (lessee if doing business at site) 5411 ([www.naics.com](http://www.naics.com))

Business may list other relevant SIC numbers \_\_\_\_\_

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

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2d. Form of business of enterprise or lessee (corporation, partnership, proprietorship, or other).

CORPORATION

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3. Name of principal owner(s) or officers of the business or lessee (attach list if necessary).

ATTACHED BOARD ORDER WITH LIST OF OFFICERS

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4. Is business season in nature? Yes \_\_\_\_\_ No X

5a. State the enterprise or lessee's current employment level at the proposed project site:

N/A - CURRENTLY NO EMPLOYMENT AT SITE

---

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Development Services Agency is available for special limited circumstances. The business and local jurisdiction should contact ODSA early in the discussions.

Yes \_\_\_\_\_ No X

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

---

5d. State the enterprise or lessee's current employment level in Ohio (itemized for full and part time and permanent and temporary employees)

2,403 Full-time Employees and 1,010 part-time employees, All permanent

---

5e. State the enterprise or lessee's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A

---

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

Enterprise Zone Application City of Urbana, Ohio

6a. Has the Enterprise or lessee previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes \_\_\_\_\_ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

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7. Does the Enterprise or lessee owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes \_\_\_\_\_ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes \_\_\_\_\_ No X

c. Any other moneys to the State, a state agency or political subdivision of the State that are past due, whether the amounts owed are begin contested in a court of law or not.

Yes \_\_\_\_\_ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

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8. Project Description (attach additional pages if necessary):

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GROCERY STORE FACILITY, ASSOCIATED UTILITIES, AND PARKING.

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Enterprise Zone Application City of Urbana, Ohio

9. Project will begin JANUARY, 2023 and be completed JULY, 2023 provided a tax exemption is provided.

10a. Estimate the number of new employees the business or lessee intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 10 Full-time Employees and 6 part-time employees, All permanent

10b. State the time frame of this projected hiring: 3 months/years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): All positions will be hired between May and July 2023.

11a. Estimate the amount of annual payroll such new employees will add \$ 600,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).  
Permanent Full-time: \$480,000, Permanent Part-time: \$120,000

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0

12. Market value of the existing facility as determined for local property taxation.  
\$1,029,750.00 (2021 CHAMPAIGN COUNTY AUDITOR)

13a. Business's total current investment in the facility as of the proposal's submission.  
\$ \$740,554.93

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): \$ 0



Enterprise Zone Application City of Urbana, Ohio

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>	
A. Acquisition of Buildings	\$ <u>0</u>	\$ <u>0</u>	
B. Acquisition of Land	\$ <u>640,000</u>	\$ <u>710,000</u>	
C. Additions/New Construction	\$ <u>3,300,000</u>	\$ <u>3,520,000</u>	
D. Improvements to existing buildings	\$ <u>270,000</u>	\$ <u>\$300,000</u>	(Demo/Asbestos Abatement)
E. Machinery & Equipment	\$ <u>880,000</u>	\$ <u>900,000</u>	
F. Furniture & Fixtures	\$ <u>10,000</u>	\$ <u>20,000</u>	
G. Inventory	\$ <u>0</u>	\$ <u>0</u>	
<b>Total New Project Investment</b>	<b>\$ <u>5,100,000</u></b>	<b>\$ <u>5,450,000</u></b>	

15. Enterprise Zone request:

a. Business requests the following tax exemption incentives: 35 % for 6 years (Incremental plan attached)  
 covering real estate and/or personal property including inventory N/A as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

During the due diligence period of the site accusation process some hardships were found to make the project monetarily less feasible. Asbestos was found in the existing building to be demolished and the site had poor soil conditions. The cost of the asbestos abatement is estimated at \$90,000-\$100,000. The cost for rammed aggregate piers to support the new building foundation in the poor soil is estimated at \$145,000-\$195,000 and lime/cement stabilization estimated at \$12.75 per square yard for any areas of the parking lot that need remediation.

Enterprise Zone Application City of Urbana, Ohio

Submission of this application expressly authorizes name of jurisdiction and/of Champaign County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Section 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Aldi Inc. (Ohio) 8/23/2022  
Name of Enterprise Date

Patrick Valerius Patrick Valerius - Real Estate Project Manager  
Signature Typed/Printed Name & Title

N/A  
Name of Lessee Date

Signature Typed/Printed Name & Title

\*A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\*Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within (15) days of final approval.

Office use: Date Received _____
Signature/Title _____

### Proposed ALDI Tax Abatement

\$1,500,000.00 Appraised Market (100%)  
\$525,000.00 Assessed Market (35%)  
0.069130 Tax Rate  
\$36,293.25 Full Year Tax  
\$18,146.63 Half Year Tax

	Tax Abated	Tax Paid
Year 1 @ 60%	\$21,775.95	\$14,517.30
Year 2 @ 50%	\$18,146.63	\$18,146.63
Year 3 @ 40%	\$14,517.30	\$21,775.95
Year 4 @ 30%	\$10,887.98	\$25,405.28
Year 5 @ 20%	\$7,258.65	\$29,034.60
Year 6 @ 10%	\$3,629.33	\$32,663.93
	<hr/>	<hr/>
	\$76,215.83	\$141,543.68

EXHIBIT B

Ohio Enterprise Zone Agreement

[See Attached.]



## **OHIO ENTERPRISE ZONE AGREEMENT**

THIS ENTERPRISE ZONE AGREEMENT (the "Agreement") made and entered into by and between the City of Urbana, a municipal corporation having its main offices located at 205 S Main Street, Urbana, OH 43078 (the "City"), and ALDI INC. (OHIO), an Ohio corporation with its mailing address at 4400 S. Charleston Pike, Springfield, OH 45502, Attn: Director of Real Estate (the "Enterprise" and, together with the City, the "Parties").

### **W I T N E S S E T H:**

**WHEREAS**, the City Council of Urbana (the "City Council"), by Resolution, petitioned Champaign County (the "County") to designate the City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code ("ORC") ; and

**WHEREAS**, the County Board of Commissioners, by Resolution recorded in Commissioners Journal Volume 48, page 12245, as adopted April 29, 1993, and amended by Resolution recorded in Commissioners Journal Volume 48, page 12739, as adopted on August 18, 1994, designated the City as an Enterprise Zone pursuant to ORC Sections 5709.61, et sec; and

**WHEREAS**, on May 11, 1993 the Director of Development of the State of Ohio determined that the aforementioned area designated in the April 29, 1993 Resolution contains the characteristics set forth in ORC Section 5709.61(A) and certified said area as an Enterprise Zone under ORC Chapter 5709; and

**WHEREAS**, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

**WHEREAS**, the Enterprise proposes to construct a new 20,487 sq. ft. grocery store facility, together with associated site improvements and fixtures (the "Project") within the boundaries of the City and the Enterprise Zone (the "Project Site" as further defined herein), provided that the appropriate development incentives are available to support the economic viability of said Project, which Project will create employment opportunities; and

**WHEREAS**, the Enterprise has submitted a proposed agreement application to the City (the "Application") attached to this Agreement as **Exhibit A**, incorporated by reference; and

**WHEREAS**, the Enterprise has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the Application to be forwarded with the final agreement; and

**WHEREAS**, the City of Urbana and the Champaign Economic Partnership have investigated the Application and has recommended the same to the City Council and the Board of Commissioners of the County on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the City and the County; and

**WHEREAS**, the Project site is located in the Urbana City School District (the “School District”), and the Board of Education of the School District has been given notice of this Agreement pursuant to ORC Section 5709.83; and

**WHEREAS**, the Project site is located in the Ohio Hi-Point Career Center School District (the “JVSD”), and the Board of Directors of the JVSD has been given notice of this Agreement pursuant to ORC Section 5709.83; and

**WHEREAS**, pursuant to ORC Sections 5709.62 and 5709.632 and in conformance with the format required under ORC Section 5709.631, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**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. Project Description: The Enterprise shall construct a new approximately 20,487 sq. ft. grocery store facility at 741 Scioto St., Urbana, OH 43078 PPN: K48-25-11-02-28-013-00 (the “Project Site”) as further described in **Exhibit B** attached hereto. An estimate of the amount to be invested by the Enterprise to establish the new facility is as follows:

A. Acquisition of Land:	\$ 640,000
B. New Construction	3,300,000
C. Improvements to Existing Bldg. (demolition & asbestos abatement)	270,000
D. New Machinery/Equipment (no machinery & equipment relocated)	880,000
E. Furniture & Fixtures (no furniture & fixtures relocated)	10,000
F. New Inventory (no inventory relocated)	0
G. Additional Investment	<u>0</u>
 Total New Project Investment:	 \$ 5,100,000

The total investment of the Project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

The Project is expected to begin on or around January 31, 2023 and all acquisition, construction and installation is scheduled to be completed by July 31, 2023; it being understood, however, that the foregoing is based off a tentative schedule and by no means shall be construed as a covenant and/or representation.

2. Job Creation by Enterprise: The Enterprise will fulfill the job creation and payroll creation obligations for the Enterprise Zone benefits by constructing, owning and operating the Project. The Enterprise estimates the Project will create and fill, in the aggregate, the equivalent of 10 full-time permanent jobs and 6 part-time permanent jobs at the Project Site within a time period not exceeding twelve (12) months after the commencement of construction of the Project;

subject, however, to delays caused by force majeure and other circumstances outside of the Enterprise's reasonable control.

The Parties agree that, for job creation and payroll creation obligations under this Agreement, O.R.C. Sections 5709.61 to 5709.69, and related statutes and regulations shall govern. The requirements, restrictions, and procedures relating to job relocation (*see*, R.C. §5709.633) apply to the Enterprise. If the Director of Development grants a waiver under R.C. §5709.633 to accommodate the Enterprise, the Parties shall execute an Addendum to this Agreement to incorporate any conditions relevant to such waiver before the Enterprise uses or occupies any portion of the Facility.

The job creation period is estimated to begin July 31, 2023 and all jobs will be in place by July 31, 2024. The Enterprise, shall maintain these jobs through the period that this Agreement is in effect. For purposes of this Agreement, a "full-time employee" means an individual employed for consideration by the Enterprise for at least thirty-five hours a week, or who renders any other standard of service generally accepted by custom or specified by contract as full-time employment. A "new" employee is a full-time employee first employed by the Enterprise at the Project Site after the Enterprise signed this Agreement.

The Enterprise currently has zero (0) full-time permanent employees and zero (0) part-time employees at the project site. In total, the Enterprise currently employs 2,403 full-time employees and 1,010 part-time employees in the State of Ohio.

This increase in the number of employees will result in approximately Six Hundred Thousand Dollars (\$600,000) of additional annual payroll for the Enterprise. The following is an itemization by the type of new jobs created: full-time permanent \$480,000, part-time permanent \$120,000.

3. Tax Incentive Review Council Requirements: The Enterprise shall, within a reasonable amount of time following the Enterprise's receipt of written request, provide to the Champaign County Tax Incentive Review Council (referred as "TIRC") any information reasonably required by the TIRC to evaluate the Enterprise's compliance with this Agreement, including, but not limited to, returns or annual reports filed under R.C. §5711.02 or R.C. §5727.08, certification as to the number of jobs created, jobs retained, created payroll, retained payroll, property information. The Enterprise shall, as soon as commercially reasonably possible, provide copies of the necessary state or local tax forms if requested by the TIRC. The Enterprise agrees to include in any lease or other use agreement for the Project a requirement that each tenant or other user provide any of the information described above, and any other information reasonably required by the TIRC to evaluate compliance with this Agreement. The Enterprise's obligations under this Section 3 shall be conditioned upon TIRC requesting only such information it reasonably needs to perform its review under R.C. §5709.85. should the TIRC and/or any other party requesting any such additional documents and/or information from Enterprise above and beyond the requirements of R.C. §5709.85, the Enterprises obligations to provide any such additional information shall be conditioned upon such party (including their respective employees, agents, attorneys, accountants and/or representatives) agreeing, in writing pursuant to a document reasonably approved by the Enterprise, to hold any and all such information in confidence and not

to disclose such information to the public or any other third party without the Enterprise's consent which may be withheld in its sole discretion.

4. Real Property Tax Incentive: The City hereby grants the Enterprise a tax exemption for real property improvements made to the Project Site pursuant to O.R.C Section 5709.632 for eligible increases in assessed valuation of real property constructed as part of the Project and described as an average of 35% of the increase in assessed valuation of new construction at the Project Site. Each identified project improvement will receive a six (6) year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2026 nor extend beyond December 31, 2036.

The Enterprise is responsible for filing any forms, together with necessary supporting documents, necessary to obtain and maintain the tax benefits described in this Agreement with the appropriate taxing authorities.

The tax exemption granted for real property improvements made to the Project Site shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
<u>YR 1</u>	<u>60%</u>
<u>YR 2</u>	<u>50%</u>
<u>YR 3</u>	<u>40%</u>
<u>YR 4</u>	<u>30%</u>
<u>YR 5</u>	<u>20%</u>
<u>YR 6</u>	<u>10%</u>

5. Annual Fee: The Enterprise shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under this Agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500).

The fee shall be invoiced by and made payable to the City, once per year for each year this Agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the City by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with ORC Section 5709.68 and by the tax incentive review council created under ORC Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

6. Local Support. Additionally, the Enterprise agrees to the following:



A. The Enterprise agrees to remain a member in good standing with the Champaign County Chamber of Commerce & Visitor's Bureau during the term of this Agreement.

B. The Enterprise agrees to continue to donate food to charitable causes, including local food banks or food pantries during the term of this Agreement.

6. Verification of Exemptions: The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

7. Revocation of Enterprise Zone Designation: If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City or the County revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.

8. Termination or Revocation of the Agreement and Exemptions: If the Enterprise materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

9. Certification of No Delinquent Taxes: The Enterprise hereby certifies that at the time this Agreement is executed, the Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Enterprise is liable under ORC Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753., or, if such delinquent taxes are owed, the Enterprise currently is 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 Enterprise. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.

10. Non-Exempted Taxes to be Paid: The Enterprise and the Project Tenants shall pay timely and before delinquency such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Enterprise or the Project Tenants fail to pay timely and before delinquency such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the calendar year for which such taxes are charged or such reports or returns must be filed and thereafter. Notwithstanding the foregoing, if the failure pertains only to the timely filing of any required return or report, then the City agrees to provide the Enterprise with written notice thereof and thirty (30) days thereafter in which to cure, or cause to cure, the

failure, and no violation of this paragraph 11 shall be deemed to have occurred if the failure is cured within said 30-day period. The cure period in this Paragraph relates only to filing obligations under this Agreement and does not waive or excuse any penalty or cost related to any such delinquency that otherwise applies.

11. Non-Discriminatory Hiring Practices: The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Enterprise 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.

12. Prohibition Certification by Enterprise: Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in ORC Section 5709.61) has violated the prohibition against entering into this Agreement under ORC Sections 3735.671(E) 5709.62, 5709.63, or 5709.632 prior to the time prescribed therein.

13. No False Statements by Enterprise: The Enterprise affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Enterprise has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise shall be required to immediately return all benefits received under this Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

14. Legislative Approvals Required: The Parties acknowledge this Agreement must be approved by formal action of the City of Urbana Council and the Champaign County Board of Commissioners as a condition for this Agreement to take effect. This Agreement takes effect upon such approvals.

15. Non-Transferable: This Agreement is not transferrable or assignable without the express, written approval of the City and the County. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the City acknowledges and agrees that in the event the Enterprise subdivides the Project Site and sells, transfers, conveys or leases a portion of the Project Site, this Agreement, and all benefits granted to the Enterprises herein, shall remain in full force and effect with respect, and shall only apply, to the Project so long as the Enterprise continues to comply with all covenants and obligations under this Agreement as it applies to the portion of the Project Site retained by the Enterprise; it being understood that the Enterprise will have the right to transfer, convey and/or lease a portion of the Project Site that is not otherwise necessary by the Enterprise for the Project. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.

16. Repayment of Exempted Taxes: In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by the Enterprise is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, the Enterprise shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this Agreement.

17. Notices: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by the United States Postal Service, postage prepaid with proof of delivery service, addressed to the other party at these addresses:

CITY:

City of Urbana  
Attn: Kerry Brugger, Director of Administration  
205 S Main St.  
Urbana, OH 43078  
[kerry.brugger@ci.urbana.oh.us](mailto:kerry.brugger@ci.urbana.oh.us)

With a copy to:  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215-4291  
Attention: John Caleb Bell  
Phone: (614) 227-2384

ENTERPRISE:

ALDI INC. (OHIO)  
Attn: Patrick Valerius  
4400 S. Charleston Pike  
Springfield, OH 45502  
[Patrick.valerius@aldi.us](mailto:Patrick.valerius@aldi.us)

Notice shall be deemed received upon delivery, unless sent by USPS, in which event such notice shall be deemed to have been received when the delivery receipt is signed or refused. Either party may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent by giving notice to the other party as provided in this paragraph. Any defect, delay, or failure in the copy of a Notice to counsel will not affect otherwise proper Notice on a party.

18. Authority to Sign: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performing such party's obligations have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable under its terms.

19. Signatures; Counterparts; Effective when Fully Signed: This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

20. Entire Agreement; Amendment: This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein this Agreement shall be effective against any party without the written consent of all Parties.

21. Severability. If a court of competent jurisdiction determines that any section or provision of this Agreement or any covenant, agreement, obligation or action, or part thereof, or any application of it is illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, any other section or provision, or any other covenant, Agreement, obligation or action, or part thereof, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein.

22. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement

23. Survival of Representations and Warranties. All representations and warranties of each party in this Agreement shall survive the execution and delivery of this Agreement.

24. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully always all covenants, agreements, and obligations under this Agreement.

25. No Personal Liability: No representation, warranty, covenant, agreement, obligation, or stipulation in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent, or employee of the City, the County or the Enterprise in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving on behalf of the City, the County or the Enterprise shall be liable personally under this Agreement or

be subject to any personal liability or accountability under it, except for fraudulent, intentional, or criminal conduct.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the City of Urbana pursuant to Resolution No. \_\_\_\_\_ has caused this Agreement to be executed this \_\_\_ day of \_\_\_\_\_, 2022; and ALDI INC. (OHIO), by Sarah A. Brown, its Divisional Vice President, has caused this Agreement to be executed on this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF URBANA

By: \_\_\_\_\_  
Bill Bean, Mayor

Attest:

\_\_\_\_\_  
City Clerk of Council

Approved as to form:

\_\_\_\_\_  
City Law Director

ALDI INC. (OHIO)  
an Ohio corporation

By: \_\_\_\_\_  
Name: Sarah A. Brown  
Title: Divisional Vice President

**EXHIBIT A**  
**APPLICATION FOR ENTERPRISE ZONE TAX INCENTIVES**

## EXHIBIT B

### Description of Project Site

The Project Site will be 3.794 acres comprised entirely of Champaign County parcel no. K48-25-11-02-28-013-00 and depicted on the map below outlined below:



## RESOLUTION NO. 2641-22

**A RESOLUTION AUTHORIZING THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO, TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH ALDI INC. (OHIO); AND DECLARING AN EMERGENCY (One (1) Reading Required)**

**Department Requesting: Community Development**

**Sponsor: Pat Thackery**

**WHEREAS**, the Ohio Enterprise Zone Act, as set forth in Ohio Revised Code Section (“R.C.”) 5709.61 through R.C. 5709.69 (the “Act”), authorizes counties, with the consent of any affected municipal corporations or townships, to designate areas as enterprise zones for the purposes of offering incentives for establishing, expanding, renovating, or occupying facilities and hiring new employees and/or preserving jobs within said enterprise zones in exchange for specified local tax incentives; and,

**WHEREAS**, the City Council of Urbana (the “City Council”), by Resolution, petitioned Champaign County (the “County”) to designate the City as an “Enterprise Zone” pursuant to Chapter 5709 of the Ohio Revised Code (“ORC”) ; and

**WHEREAS**, the County Board of Commissioners, by Resolution recorded in Commissioners Journal Volume 48, page 12245, as adopted April 29, 1993, and amended by Resolution recorded in Commissioners Journal Volume 48, page 12739, as adopted on August 18, 1994, designated the City as an Enterprise Zone pursuant to ORC Sections 5709.61, et sec; and

**WHEREAS**, on May 11, 1993 the Director of Development of the State of Ohio determined that the aforementioned area designated in the April 29, 1993 Resolution contains the characteristics set forth in ORC Section 5709.61(A) and certified said area as an Enterprise Zone under ORC Chapter 5709; and

**WHEREAS**, ALDI INC. (OHIO). (the “Enterprise”) desires to construct a grocery facility located on ±3.794 acres in Enterprise Zone #246C at 741 Scioto St., Urbana, OH 43078 PPN: K48-25-11-02-28-013-00 (the “Project Site”) with an estimated total cost of construction of \$5,100,000 which will result in the creation of 10 full-time equivalent permanent jobs and 6 part-time equivalent permanent jobs (the “Project”); and,

**WHEREAS**, the Enterprise submitted an Enterprise Zone Agreement application dated August 23, 2022 (the “Application”) to the City, pursuant to the latter’s powers and duties as delegated by the County under Division (F) of R.C. 5709.632, a copy of which Application is attached hereto as Exhibit A and incorporated herein by reference; and,

**WHEREAS**, the City has investigated the Application and has determined that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the City; and,

**WHEREAS**, Enterprise Zone #246C is a limited authority zone under the Act, and as such, the City must determine also whether the Enterprise satisfies one or more of the following criteria as set forth in Division (B) of R.C. 5709.632: (i) the Enterprise currently has no operations in this state and, subject to approval of the agreement, intends to establish operations in the zone; (ii) the Enterprise currently has operations in this state and, subject to approval of the agreement, intends to establish operations at a new location in the zone that would not result in a reduction in the number of employee positions at any of the Enterprise's other locations in this state; (iii) the Enterprise, subject to approval of the agreement, intends to relocate operations, currently located in another state, to the zone; (iv) the Enterprise, subject to approval of the agreement, intends to expand operations at an existing site in the zone that the enterprise currently operates; or (v) the Enterprise, subject to approval of the agreement, intends to relocate operations, currently located in this state, to the zone, and the Director of the Ohio Department of Development has issued a waiver for the enterprise under Division (B) of R.C. 5709.633; and,

**WHEREAS**, the City has investigated and has determined the Enterprise satisfies such additional criterion, to wit: the Enterprise, subject to approval of the agreement, intends to expand operations at an existing site in the zone that the Enterprise currently operates; and,

**WHEREAS**, the City is desirous of making available to the Enterprise an exemption for six (6) years, of seventy-five percent (35%) of the increase in the assessed valuation of real property constituting the Project Site, subsequent to the passage of this Resolution; and,

**WHEREAS**, the City and the Enterprise desire to enter into a written Enterprise Zone Agreement (the "Agreement") pursuant to the form required under R.C. 5709.631, substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference, in order to facilitate the construction of the Project, which will benefit the economic climate of the City; and,

**WHEREAS**, the Boards of Education of the Urbana City School District and the Ohio Hi-Point Career Center (collectively, the "School Districts") have received the notices required pursuant to Division (C) of R.C. 5709.63 and R.C. 5709.83; and,

**WHEREAS**, the Urbana City School District by Resolution No. 0722.07, dated July 22, 2022, passed by a majority of its board members, acted under its authority granted by R.C. Section 5709.634 to waive the retail facilities exclusion under division (C) of R.C. 5709.61 with respect to the Project at the Project Site; and,

**WHEREAS**, the Urbana City School District duly approved the Agreement, and has certified to the City its resolution approving the Agreement; and

**WHEREAS**, it is necessary that this Resolution take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, health and safety.

**NOW, THEREFORE**, be it resolved by the Council of the City of Urbana, County of Champaign, State of Ohio, that:



Section One.

This Council finds that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in Enterprise Zone #246C and to improve the economic climate of the City.

Section Two.

This Council finds that the Enterprise, subject to approval of the Agreement, intends to lease the facility constructed at the site in Enterprise Zone #246C to a project tenant who will operate the facility in order to create such employment opportunities.

Section Three.

In consideration of the Enterprise's commitment to develop the Project, this Council hereby approves the Agreement. The Mayor, or his or her delegate, is hereby authorized to sign and deliver, in the name and on behalf of the City, said Agreement, in substantially the form as is now attached as **Exhibit B**. Said Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the City and that are approved by the Law Director on behalf of the City, all of which shall be conclusively evidenced by the signing of the Agreement or amendments thereto.

Section Four.

That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with Ohio's Sunshine Law, including R.C. 121.22.

Section Five.

That the Clerk is hereby directed to forward a copy of the Agreement to the Director of the Ohio Department of Development and to the Ohio Tax Commissioner within fifteen (15) days after the Agreement is executed between the City and the Enterprise.

Section Six.

This Resolution is being passed as an emergency measure pursuant to Urbana City Charter, 2.11, because the immediate passage of the Resolution is necessary to advance and protect the welfare of the City of Urbana, Ohio, and this Resolution shall be in full force and effect upon its adoption.

\_\_\_\_\_  
President, City of Urbana Council

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council

This Resolution approved by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor, City of Urbana



REVIEWED: *Mark M. Puse* 9/29/2022  
Director of Law      Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove:	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A