

**URBANA CITY COUNCIL
PUBLIC HEARING
TUESDAY, DECEMBER 20, 2022, AT 6:00 P.M.**

The Urbana City Council will hold a public hearing at 6:00 pm on Tuesday, December 20, 2022 in the City Municipal Building Council Chambers located at 205 South Main St. in Urbana, OH 43078 to consider the following proposal:

1. Amending Chapter 1339 of the Urbana Codified Ordinances, and declaring an emergency.

**URBANA CITY COUNCIL
REGULAR SESSION MEETING**

December 20, 2022

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

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 December 6, 2022.
 - **Heritage Ohio Award Presentation for Public-Private Partnership with Legacy Place**
 - **Communications:**
 1. Melvin Miller Park Board Meeting Minutes – October 17, 2022 (See Attached)
 2. Safety Meeting Minutes – December 13, 2022
 - **Board of Control:**
 1. The Board of Control recommends Council authorize a purchase order to Burton Planning Services in the amount of \$36,650.00 for the North Main Street Corridor Plan. This

expense will be charged to the General Fund – Community Development and is not in the 2022 budget (see attached). **VOTE: 2-0**

Footnote – Purchase Orders \$2,501 - \$50,000 for October & November 2022 (see attached)

Footnote - On October 17, 2022 the Parks & Recreation Board approved the release of \$7,350.00 to replace the paint machine used for lining the baseball and soccer fields at Melvin Miller Park. The new paint machine was purchased from Pioneer Athletics located in Cleveland, Ohio.

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

Ordinances and Resolutions

Old Business:

Third Reading:

Resolution 2433-22: A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2023. (Three readings required)

Second Reading:

Ordinance 4388-22: An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent expenses in the Champaign County Municipal Court. (Three readings required)

Ordinance 4585-22: An ordinance to amend Chapter 1339 of the Urbana Codified Ordinances, and declaring an emergency. (Three readings required, Public Hearing required)

New Business:

First Reading:

Resolution 2623-22: A resolution to amend resolution 2433-21 to modify or increase appropriations within various funds of the City of Urbana, Ohio for current expenses during the fiscal year ending December 31, 2022. (Supplemental appropriations) (Suspension of rules requested)

This resolution will be a walk-in resolution

Resolution 2648-22: A resolution approving the execution of a Community Reinvestment Area real property tax abatement between the City of Urbana, Ohio and Phoenix Drive Properties, LLC, approving a tax revenue sharing agreement, and declaring an emergency. (One reading required)

Resolution 2649-22: A resolution enacted by the City of Urbana, Champaign County, Ohio, to authorize the Director of Administration to accept grant funding and enter into an agreement under the Ohio Department of Transportation's office of Jobs & Commerce Economic Development Program for the Miami and Edgewood radius improvement (PID 117971), and declaring an emergency. (One reading required)

- **Department Liaison Reports:**
 - **Miscellaneous Business:**
 1. Council
 2. Administration
 3. Council Clerk
 - **Next Meeting:** Tuesday, December 20, 2022
 - **Adjourn**
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**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, DECEMBER 6, 2022**

President Hess called the City of Urbana Regular Session Meeting to order at 6:12 pm.

City Staff attending: Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, Director of Law Mark Feinstein, Community Development Manager Doug Crabill, Zoning Enforcement Officer Preston Carter, City Engineer Tyler Bumbalough, Police Chief Matt Lingrell and Fire Chief Dean Ortleib.

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. Paul moved to put the minutes of November 15, 2022 on the floor for discussion and possible approval. Mr. Thackery seconded.

No comments/corrections were made.

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

Motion passed 7-0

Communications

1. 2023 Urbana City Council Meeting Calendar
2. Oak Dale Cemetery Board Meeting Minutes – September 16, 2022
3. Urbana Shade Tree Commission – October 2022 Meeting Minutes
4. Letter from Columbia Gas of Ohio dated November 22, 2022

Mr. Scott moved to put the communication on the floor for further discussion and possible passage. Mr. Paul seconded.

Mr. Paul stated that if Council did decide to have a second meeting in July, it could be added at a later time.

Mr. Paul inquired as to the time frame for the twelve burials mentioned in the cemetery board minutes. Mr. Brugger stated those twelve would have been since the previous meeting, a span of about two months.

Mrs. Bean asked Mr. Crabill if the citizens paid the costs for the removal that the Shade Tree Commission described in their minutes. Mr. Crabill stated yes, as that is the way the ordinance is written.

President Hess added it appeared the commission is now at a full slate of members. Mr. Crabill stated Lynn Mitchell appeared as a guest and will represent the First Ward as a member in 2023.

Voice vote on acceptance of communications: all ayes; nays, none.

Motion passed 7-0.

Administrative Reports – Board of Control: None

Citizen Comments: None

ORDINANCES AND RESOLUTIONS

Third Reading:

Ordinance 4584-22: An ordinance approving an application for a “Designated Outdoor Refreshment Area” and establishing the Downtown Urbana Designated Outdoor Refreshment Area (Downtown Urbana DORA”) in the City of Urbana, Ohio. (Three readings required, Public Hearing required)

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

Mr. Crabill stated this was to create a DORA in Urbana. Cities our size are allowed up to three DORAs. Council accepted the plan on October 18th. This legislation followed. Publication was in the Urbana Daily Citizen on October 22nd and October 29th. The public hearing was held last meeting on November 15th. DORAs have been proven popular around the State, predominantly in county seats.

No comments/questions from Council.

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

Ordinance passes 6-0 (One abstention)

President Hess then asked when the DORA would theoretically take effect. Mr. Crabill stated the ordinance becomes law after fourteen days. After that, it would be submitted to the Ohio Division of Liquor Control which acts within approximately three weeks.

Second Reading:

Resolution 2433-22: A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2023. (Three readings required.)

Mrs. Bean moved to put the ordinance on the floor for discussion. Mrs. Collier seconded.

Ms. Boettcher stated this is the annual appropriation budget. Attached were the operating, capital improvement, and debt services for 2023. The tax budget legislation was passed earlier this year. That was the revenue side, while this is the expense side.

No comments/questions from Council.

President Hess declared this ordinance to have had its second reading.

First Reading:

Ordinance 4388-22: An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent expenses in the Champaign County Municipal Court. (Three readings required)

Mr. Thackery moved to put this Ordinance on the floor for discussion. Mr. Scott seconded.

Mr. Feinstein stated the Sixth Amendment provides counsel in criminal proceedings if a defendant cannot afford an attorney. The County Commissioners have set a procedure where the Ohio Public Defender's Office reimburses for indigent expenses. This contract allows the City to make an agreement with the County, where if the State does not fully reimburse the expenses, the City would pay a portion. This requires three readings because there is a potential for an expenditure, which can happen.

Mr. Paul asked what the amount the City was required to pay last year. Ms. Boettcher stated while she didn't have the exact amount, she believed it to be under \$1,000. It's usually about the same amount each year.

President Hess declared this resolution to have had its first reading

Ordinance 4585-22: An ordinance to amend Chapter 1339 of the Urbana Codified Ordinances, and declaring an emergency. (Three readings required, Public Hearing required)

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

Mr. Feinstein stated this ordinance would add definitions for unlicensed or out-of-service vehicles. It also added the definition of refuse, spare parts, and scrap metal to include these as possible nuisance violations. The main key for this amendment is to streamline ways for abatement. It added that the City has the authority to enter private property to do so. It states this expressly, leaving no ambiguity.

Mr. Feinstein stated this ordinance goes through each type of nuisance and states what type of abatement exists for each type. It still allows for summary abatement for the occasions where that is necessary. The appeal process is still in place. Another key change is this ordinance would allow service for whoever is in charge of the property, not necessarily solely the owner.

Ms. Truelove stated the ordinance referenced a board and inquired into that. Mr. Feinstein stated the Mayor can appoint people to a nuisance board, but the process is rarely used.

Mr. Scott asked Chief Lingrell for his insight. Chief stated he was on board and sat in on the drafting of the legislation.

Mrs. Bean asked if Mr. Carter expected the same pushback from the community as the parking issues previously. Mr. Carter did not think so. This issue already existed. It's purpose is to give the City a way to deal with the issue.

President Hess declared this resolution to have had its first reading

Resolution 2646-22: A resolution authorizing the acceptance of the Victims of Crime Act ("VOCA") Grant as administered by the Ohio Attorney General, and declaring an emergency. (One reading required)

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

Mr. Feinstein stated the Law Department has a victim advocate who provides services to victims throughout the legal process. This grant allocated funds to support victim advocacy throughout the State. This was the maximum amount Urbana was eligible to apply for. The grant explicitly states the legislative authority must accept the funds.

Mr. Paul stated the resolution stated the local match was 20%. He asked if the \$25,000 include the City share or not. Ms. Boettcher stated the \$25,000 was solely the 80% awarded, and the City share would be on top of that.

Mr. Paul added this seemed to be more of an annual housekeeping issue than anything else.

Mr. Scott asked what was covered by the non-departmental section. Ms. Boettcher indicated that was a catch-all for things such as insurance, professional services and IT support.

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

Resolution passes 7-0.

Resolution 2647-22: A resolution declaring the necessity of constructing or repairing sidewalks, curbs, and/or gutters along at least portions of Miami Street, Bloomfield Avenue, East Light Street, Freeman Avenue, Storms Avenue and East Broadway Street, and declaring an emergency. (One reading required)

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

Mr. Bumbalough stated the City went around and marked portions for replacement. Homeowners were sent letters in August with a deadline of November to get the issues completed or to be a part of the City's program. About 24 letters came back out of a total of around 80 to 100. Certified letters will go out after this resolution, and if they miss the deadline, the City will do the work and assess the property taxes.

Ms. Truelove asked specifically about the sidewalk on the Broadway property. Mr. Bumbalough stated that at 126 E. Broadway Street, on the north side of the road, a house was built in the last year that failed to put in a driveway, sidewalks, or curb.

Mr. Paul asked when the homeowners would be given the initial cost estimates. Mr. Bumbalough stated the City does not send individual costs and no property owner called in about the costs before signing the letter. He added that Council will have to approve the estimate down the road as part of the Ohio Revised Code process.

Mr. Scott asked when the bidding process would begin for the work to be done by the City contractor. Mr. Bumbalough stated the City was doing the process a little differently this time. The plan was to introduce the wholesale contract around early February. The piecemeal items would then be included into that contract to be completed altogether.

President Hess inquired as to why there were specifications this time. Mr. Bumbalough stated the wholesale program has specification as a part of the plan.

President Hess called for a roll call for passage. Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mrs. Bean, yes; Ms. Jumper, yes; Mr. Scott, no; and Mr. Paul, yes.

Resolution passes 6-1.

Department Liaison Reports:

Mr. Paul stated he met with Mr. Feinstein regarding the noise ordinance. They believe that way it is written is fine and will not be moving forward with any changes. He also stated the lateral transfer issue is still on the docket.

Mrs. Collier stated the Safety meeting will meet Tuesday, December 13, 2022 at 5:00 pm in the conference room.

Miscellaneous Business

Mr. Scott stated he was glad to see Dunkin' open and packed.

Mr. Thackery stated the horse parade was fabulous and absolutely packed. He also met with Mr. Feinstein regarding motorized bicycles and believes it is perhaps more of an enforcement issue.

Mrs. Collier stated she saw lights the last two or three nights in the armory. Mr. Brugger stated it is privately owned and is not aware of what is going on there.

Mrs. Bean stated the new brewery is great and recommended everyone should go.

Mr. Crabill stated the gas company was removing the meter at the ALDI location. Safety fencing would be going in next week and demolition would start the week of December 19th.

Chief Ortlieb stated the Fire Division has started the recruitment process and encouraged people to test.

Mr. Brugger stated that leaf pickup is complete and the compost facility is scheduled to close at the end of the week. It may be extended if weather permits but the target is Friday.

Chief Lingrell stated that Officer Harris of the Urbana Police Division will be recognized among other officers across the State at a luncheon in Columbus on Thursday by MADD for his work on OVI enforcement. Officer Harris is responsible for 22% of the City's OVIs.

Mayor Bean stated that there were a lot of people downtown for the parade and the lighting of the Christmas tree. He also thanked UPD for the crowd control.

President Hess asked Chief Lingrell about the giving tree ran by UPD. Chief Lingrell stated it is down there but there were not very many requests this year, which he saw as a positive.

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

ADJOURNED AT 6:51 p.m.

NEXT SCHEDULED MEETING
December 20, 2022, at 6:00 p.m.

Council Clerk

Council President

**Melvin Miller Park Board
Meeting Minutes**

Monday, October 17, 2022
4PM
MELVIN MILLER PARK – DECK BUILDING

1. Call to Order: 4:23PM (by Board Chair)

2. Roll Call:

NAME	BOARD POSITION	VOTING MEMBER	ATTENDING
Chris Endres	Board Chairperson	Y	Y
Augie Martinez	Champaign Family YMCA	Y	Y
Greg Hower	Urbana City Schools	Y	N
David Weimer		Y	N
Krista Lingrell		Y	N
Tasha Abrams	Alternate	Y	N
Jennifer Harvey	Alternate	Y	Y
Paul Waldsmith	Alternate	Y	Y
Ryan Lantz	Non-Voting	N	Y
Deb Aksenczuk	Non-Voting	N	Y (By Phone)

3. Approval of minutes from **August 8, 2022 (see attached)**

MOTION MADE: Paul Waldsmith

SECOND: Jennifer Harvey

MOTION APPROVED: YES (4-0)

4. Introduction: Augie Martinez (Champaign Family YMCA replacement for Becky Anway, Youth Sports Coordinator)

5. Approve receipt of \$2200 from Pickle Ball "group" to go toward fencing

DISCUSSION: Correction made regarding the amount – adjusted to: \$2250. Paul Waldsmith shared clarification regarding the intent of the donation to be updated to lining/stripping the pickleball court – NOT toward fencing)

MOTION MADE: Paul Waldsmith to accept the donation of \$2250 for lining/stripping pickleball court

SECOND: Chris Endres

MOTION APPROVED: YES (4-0)

Accept the commitment from Urbana Rotary to donate \$10,000

Paul Waldsmith presented the following information to the Board: "... I spoke with Kerry earlier this afternoon about the Rotary board meeting held today. The Rotary board passed a motion: the Urbana Rotary club's board met this afternoon and we approved a motion that I made to pay for \$10k of the pickleball fence, provided the Park Board matches this donation. The Rotary club will provide a check to the City's park board after the work to erect the fence has commenced."

DISCUSSION: The Board was informed of the Parks & Recreation Trust Fund (#825) receipts & expenditures to date (see attached) Deb Aksenczuk advised that before the Board approve any "challenge" presented by the Urbana Rotary Club, an updated quote be presented from Buckeye Fence either confirming to hold the attached pricing (\$19,300) or submit a new amount knowing that the purchase and installation will not take place before Spring of 2023.

MOTION MADE: Chris Endres to accept the Urbana Rotary commitment, as stated above and to evaluate the Park Board's participation once confirmation of pricing is received.

SECOND: Jennifer Harvey

MOTION APPROVED: YES (4-0)

Approve expenditure of new paint machine for lining baseball and soccer fields

DISCUSSION: Ryan Lantz presented the Board with the request of \$7350 replacing the current (non-functioning) paint machine

MOTION MADE: Chris Endres

SECOND: Paul Waldsmith

MOTION APPROVED: YES (4-0)

6. Miscellaneous Business

7. Public Comment

8. Next Meeting: **MONDAY, NOVEMBER 14 AT 4PM; MELVIN MILLER PARK DECK BUILDING**

9. Adjourn

Safety Meeting
December 13, 2022
5:00 PM – Training Room

Present: Chief Ortlieb, Chief Lingrell, Pat Thackery, City Council, Mary Collier, City Council

Land Bank was the topic of the meeting.

Why does Champaign County need a Land Bank?

1. There are properties that no public agency wants ownership of for various reasons.
 - a. Economic
 - b. Hazardous
 - c. Liability
2. These properties may start as a nuisance but can quickly turn into economic and safety risks.
 - a. Decreased property value
 - b. Spreads to other property
 - c. Increased illegal activity
 - d. Increased safety risk to community
3. Why County vs City?
 - a. Legislative history leans towards county landbanks
 - b. Legislation supports funding and reduced liability for County
 - c. Legislation supports how County Landbanks operate
4. What is the Legislation?
 - a. County Land Reutilization Corporations: Land Banks
 - b. ORC Chapter 1724 rules on county landbanks also known as community improvement corporations.
5. How do landbanks get properties?
 - a. Tax foreclosure process
 - b. Property forfeited to the state
 - c. Transfer by private individual and probate estates
6. What are some landbank property use?
 - a. Transfer the properties to adjoining property owners
 - b. Transfer the property to private sector for productive reuse
 - c. Convert property to public uses such as parks & playgrounds
 - d. Transfer the property to non-profits
7. How are county landbanks funded?
 - a. Percentage of the biannual delinquent property tax receipts, aka "DTAC" (Delinquent Tax and Assessment Collection)
 - b. County Commissioners may vote to allocate up to 5% of all DTAC receipts to the county land bank for unrestricted use.

30C #1

NORTH MAIN STREET CORRIDOR PLAN

Proposed Project Scope | December 12, 2022



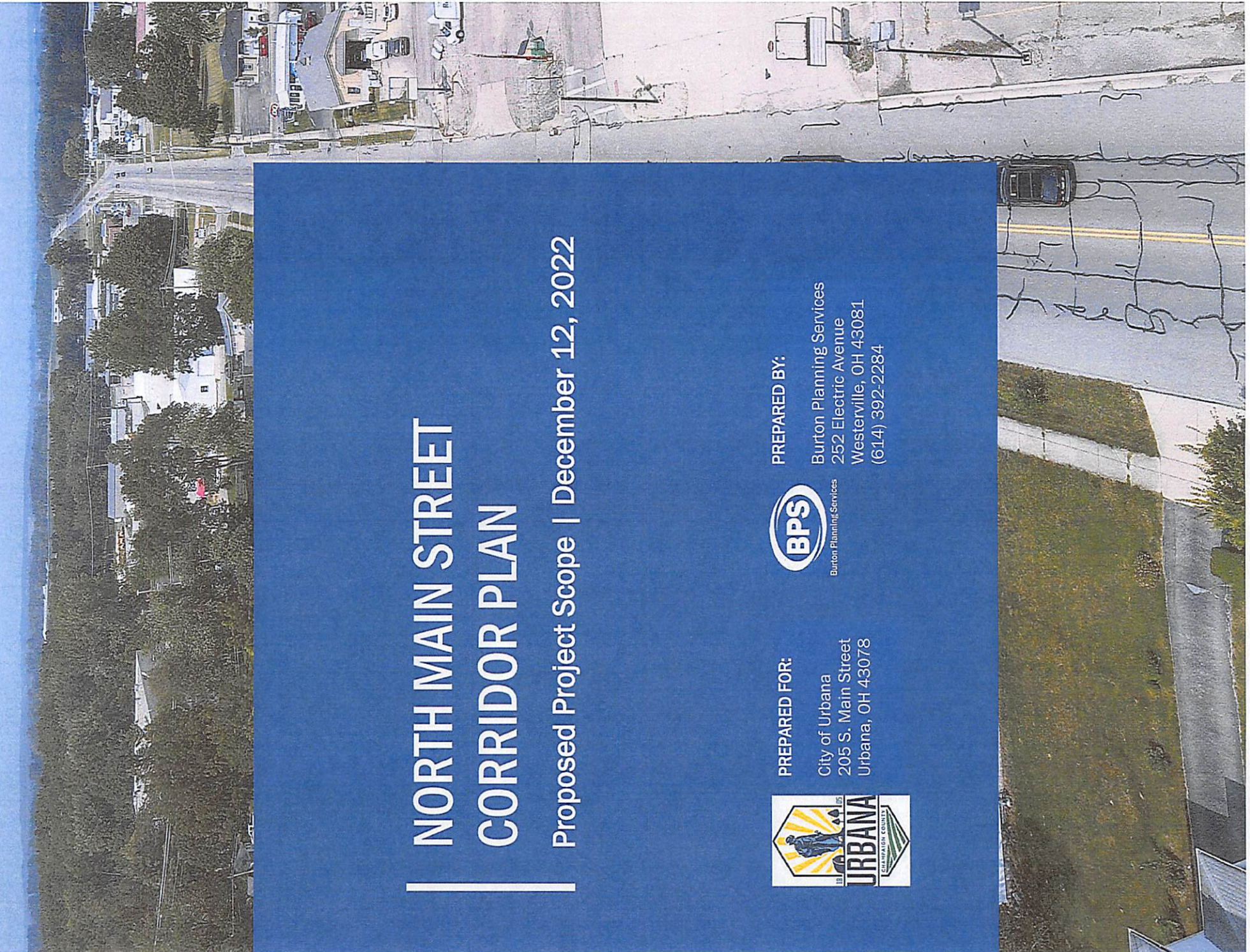
PREPARED FOR:

City of Urbana
205 S. Main Street
Urbana, OH 43078

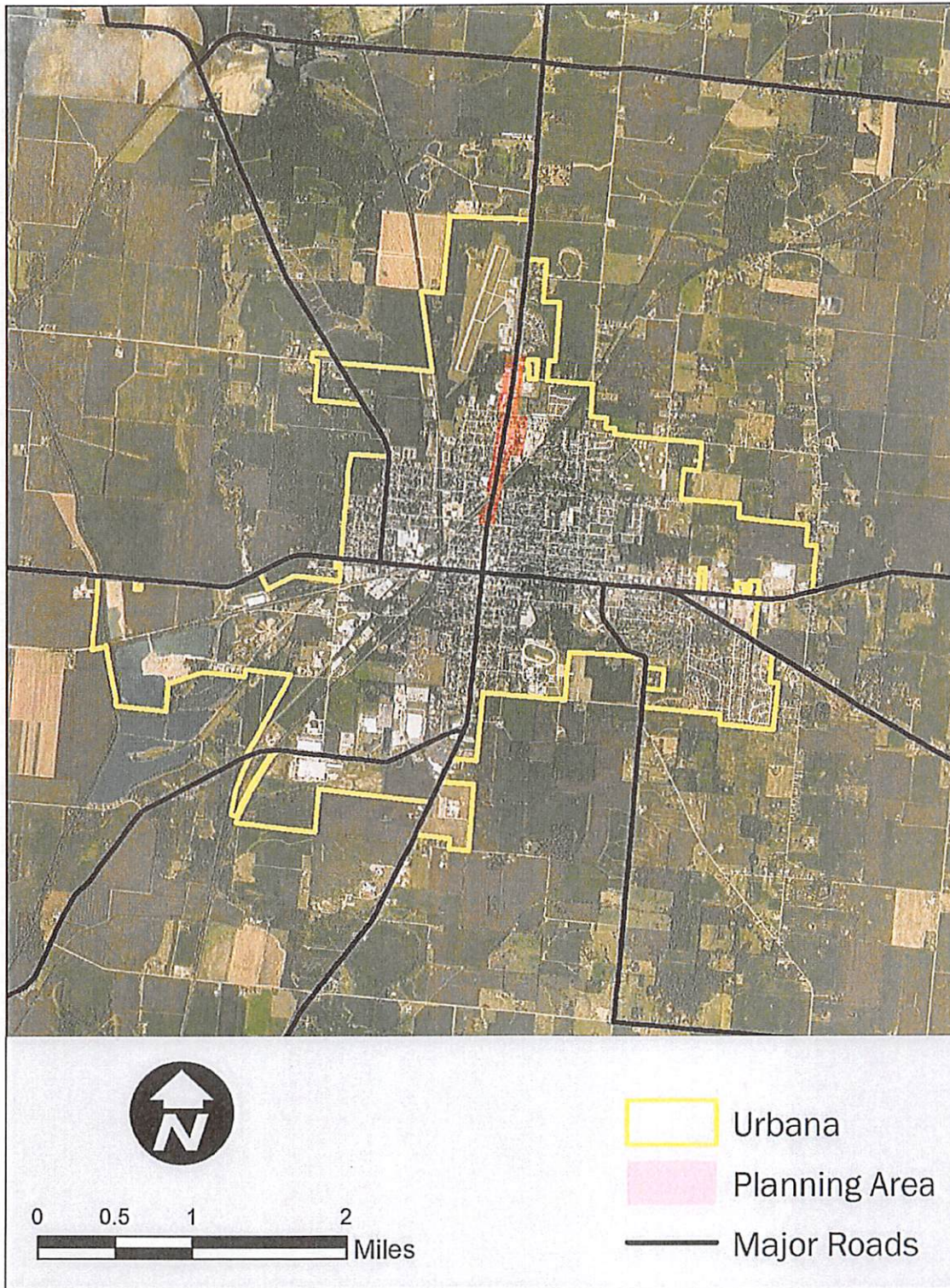


PREPARED BY:

Burton Planning Services
252 Electric Avenue
Westerville, OH 43081
(614) 392-2284



Proposed Study Area



Proposed Scope of Services

North Main Street is the priority development and redevelopment area along a major north-south corridor (US-68). This area includes portions of the City of Urbana and adjacent, unincorporated Salem Township and functions as the northern gateway to the community. Several issues that the City will face as the area is expected to develop include, but are not limited to:

- A mix of land uses along the corridor that range from agricultural to residential and commercial, with previous light industrial uses interspersed along the corridor;
- A significant demand for housing with limited supply has contributed to increasing housing values;
- Access management issues along North Main Street, primarily for commercial uses; and
- Historic disinvestment in the area

In order to address these and other issues, the City is looking for a plan that will help direct future development and redevelopment along the corridor. In response, Burton Planning Services (BPS) is proposing to provide the City with a plan that is not only follows sound planning principles but also serves as a reflection of the community's needs and desires concerning future development and redevelopment in the area. This plan will be based on input from the City, its residents, and other stakeholders with an investment in the City's future.

Tasks

The approach that BPS proposes involves the following tasks:

- *Task 1: Project Management and Initiation*
- *Task 2: Existing Conditions Analysis*
- *Task 3: Needs Assessment*
- *Task 4: Plan Development*
- *Task 5: Plan Adoption*

Assumptions made in preparing this approach:

- This is a proposed approach. It is the team's experience that the most appropriate and responsive work program is possible only with a deeper understanding of the issues and needs of the community.
- The consultant team will act as an extension of City staff with the Community Development Manager as the primary contact. This project will be a collaborative team effort.
- The City has maps and background information that will be made available to the BPS team.

Within the outlined tasks and assumptions, BPS proposes the following approach to complete the project:

Task 1: Project Management and Initiation

Task 1 Deliverables: Kick-Off Meeting, Data request, review of pertinent studies and data, formation of Steering Committee, Steering Committee Meetings #1, regular updates to City, debrief and provision of final deliverables.

1.1 Kick-Off Meeting

BPS will conduct an initial session with City staff to finalize the project's scope of work and to agree on a schedule, community involvement approach, details of a project webpage/site, list of stakeholders to be invited to form the Steering Committee, and other potential project management items. BPS will also provide a draft outline of the Plan for review and discussion.

1.2 Pertinent Studies and Data

City staff will assemble and review previous relevant studies, GIS files, plans, and maps as resources for the BPS team. This will also include information from Urbana Township and Salem Township.

1.3 Steering Committee Formation

BPS will work with the City to invite stakeholders identified at the Kick-Off Meeting to participate in a Steering Committee. Steering Committee members will represent the community at large. The Steering Committee will be

capped at 15 participants. The Steering Committee will meet three times during the project process, and will be invited to attend the community meetings.

1.4 Steering Committee Meeting #1

BPS will meet with the Steering Committee for the first time to get acquainted, provide an overview of the project, and discuss the Committee's roles. The Steering Committee Meeting will be held either virtually or a combination of in-person and virtually.

1.5 Status Updates

BPS will provide regular updates on project status to the City. These will be in the form of written summaries emailed bi-weekly, and periodic status update meetings with the City.

1.6 Project Closeout

BPS will meet with the City after completion of Task 5: Plan Adoption to debrief on the project process and provide any remaining final deliverables.

Task 2: Existing Conditions Analysis

Task 2 Deliverables: Existing Conditions interim report

2.1 Base Information

BPS will focus on gathering information on development character and urban form, transportation infrastructure, utilities, topography, and environmental constraints.

Information from various data sources, including updated census and third-party data, will be collected. In addition to existing plans, documents utilized by the City for past development will also be examined. The collected information will be assembled into a GIS base map for the project. With this information, BPS will evaluate and analyze existing trends within the area and prepare an Existing Conditions interim report for review by the City.

2.2 Information Analysis

The Base Information will be categorized into the following three focus areas, and analyzed to understand trends and statistics, both qualitative and quantitative:

- Zoning and land use
- Utilities – this includes water, sewer, natural gas, electric, and broadband
- Transportation network – this includes a high-level analysis of the existing transportation network (vehicular, pedestrian, bicycle, rail) and any planned or proposed projects

Task 3: Needs Assessment

Task 3 Deliverables: Stakeholder Interviews, Community Survey, Visioning Charette, Draft Vision, Draft Goals, Steering Committee Meeting #2, Community Meeting #1.

3.1 Stakeholder Interviews

BPS will interview up to 10 stakeholders who are not involved in the Steering Committee to understand needs, vision, and goals for the study area.

3.2 Community Survey

BPS will develop a survey to collect the community's opinions on the needs, vision, and goals for the study area. The survey will be web-based with a print option available. The BPS team will develop social media messaging and design mailers to advertise the Survey. The City will be responsible for posting to social media, printing and postage for the mailers, and printing hard copies of the survey upon request.

3.3 Visioning Charette

The purpose of the Visioning Charette is to facilitate creative ideas for the community's vision for the corridor. Through subject matter-based and/or geographically-focused stations or breakout groups, the BPS team will

facilitate activities to spur discussion on how the corridor could look and feel once the Plan is implemented. This will include renderings of the potential look and layout up to three types of land uses or sites. The focus of the activities will be based on outcomes of the Community Survey. The Visioning Charette will be held in-person. The BPS team will develop social media messaging and design mailers to advertise the Visioning Charette. The City will be responsible for posting to social media, printing and postage for the mailers.

3.4 Draft Vision and Goals

Based on the Information Analysis, Stakeholder Interviews, Community Survey, Visioning Charette, and other relevant findings, BPS will prepare a draft vision for the corridor, and draft goals for each focus area of the plan (zoning and land use, utilities, and transportation network). Each goal will become the foundation for establishing a set of measurable outcomes supported by a group of action steps that the City can take in implementing the Plan.

3.5 Steering Committee Meeting #2

BPS will also meet with the Steering Committee to review the results of the Stakeholder Interviews and Community Survey, Visioning Charette, and discuss the draft vision and goals. The Steering Committee Meeting will be held either virtually or a combination of in-person and virtually.

3.6 Community Meeting #1

The purpose of Community Meeting #1 will be to familiarize the public with the plan process, summarize the Existing Conditions Analysis, review the results of the stakeholder interviews community survey, reflect on the draft vision, and prioritize draft goals. The BPS team will develop social media messaging and design mailers to advertise the Community Meeting. The City will be responsible for posting to social media, printing and postage for the mailers. The Community Meeting will be held either virtually or a combination of in-person and virtually.

Task 4: Plan Development

Task 4 Deliverables: Final vision, final goals, Steering Committee Meeting #3, Community Meeting #2, Draft Plan

4.1 Draft Plan

Following Steering Committee Meeting #3, BPS will finalize the vision and goals, identify recommendations related to achieving each goal, and develop an implementation plan.

- ▶ Recommended zoning changes
- ▶ Recommended current and future land use changes
- ▶ Recommendations regarding economic development
- ▶ Recommendations regarding redevelopment
- ▶ Renderings for areas where significant zoning and/or land uses changes are recommended
- ▶ Implementation plan for strategies/projects
 1. Organized by short-, medium-, and long-term measures
 2. Lead and support entities
 3. Cost range estimate
 4. Funding sources
 5. Best practices

The Draft Plan will first be reviewed electronically/via email by staff (with one round of resultant updates) and then by the Steering Committees (with one round of resultant updates). The City will be responsible for posting the Draft Plan to the City's website, and printing the Draft Plan and circulating it to those select locations.

4.2 Steering Committee Meetings #3

BPS will meet with the Steering Committee to review results of Community Meeting #1, and review and discuss the Draft Plan. The Steering Committee Meeting will be held either virtually or a combination of in-person and virtually.

4.3 Community Meeting #2

Public Meeting #2 will take place in the form of an open house format where a short presentation of the Draft Plan will be followed by a display of exhibits and other work products. Participants will be able to review and comment on the Plan contents and recommendations. BPS will develop a digital flyer for print and online publication to notify residents and business owners of Community Meeting #2. The City will be responsible for notifying the public, property owners, and stakeholders about the meeting and distributing the meeting flyer. The Community Meeting will be held either virtually or a combination of in-person and virtually. The BPS team will develop social media messaging and design mailers to advertise the Community Meeting. The City will be responsible for posting to social media, printing and postage for the mailers.

4.4 Final Draft Plan

Comments received on the Draft Plan via the Community Meeting will be incorporated into the Final Draft Plan (one round of updates). The City will be responsible for posting the Final Draft Plan on the City's website.

Task 5: Plan Adoption

Task 5 Deliverables: Final Plan

5.1 Adoption Meeting

BPS will be available to attend and present the Final Plan to either the Planning Commission or the City Council for referral, approval, or adoption.

5.2 Final Plan

Comments received via online from the Final Draft Plan and from the Adoption Meeting will be incorporated into the Final Plan (one round of updates) which will then be posted to the website by the City.

Work Products

The project team is responsible for and will provide the following work products:

Draft Plan and Final Draft Plan

- An electronic copy will be provided, including all maps, graphics, and text.

Final Plan

- Five bound color final copies
- Electronic copy, including all maps, graphics, and text.

Intellectual Property

- All documents, information, data, programs, publications, and media created specifically for and paid for by the City will be property of the City and will not be copyrighted by BPS.
- Digital copies will be provided to the City.

Format

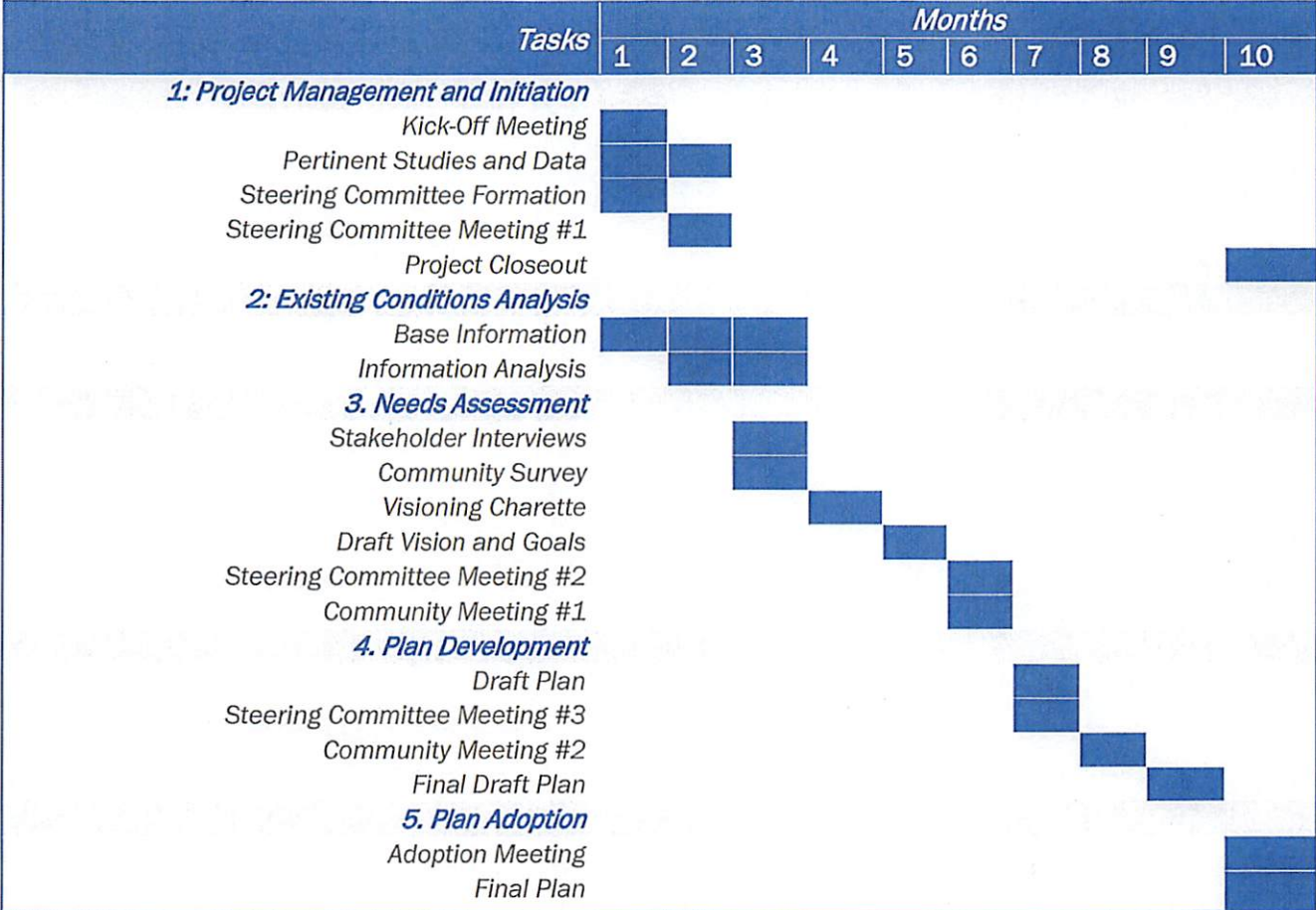
- Draft plans will be prepared in Microsoft Word and exported to PDF
- Spreadsheets and graphs will be prepared in Microsoft Excel format
- Graphs will be produced in color
- Digital copies will be provided
- All original files - GIS, Microsoft, and any other programs used - will be provided to the City upon request.

Mapping

- All maps and data layers will be created in ArcGIS and coordinated with the City's GIS Technician

Proposed Project Timeline

The proposed project timeline spans a 10-month period from project initiation to project closeout. The timeline is negotiable with start and end dates, as well as duration. A 10-month to 12-month process is ideal, however.



Estimated Budget

The estimated budget details are provided below, and are open to negotiation. Some stakeholder and public engagement activities may be omitted from the scope without compromising the quality of the final product.

Expenses include printing, shipping, miscellaneous supplies, and travel expenses (mileage). Mileage expenses will follow standard federal rates. Expenses may be less than estimated if some stakeholder and public engagement activities are held virtually instead of in-person. Stakeholder and public engagement activities will be held on the same day, when possible, to minimize travel expenses.

Tasks	Estimated Hours	Fee (\$)	Expenses (\$)	Total (\$)
1: Project Management and Initiation	58	\$5,800	\$150	\$5,950
Kick-Off Meeting	2	\$200	\$0	\$200
Pertinent Studies and Data	12	\$1,200	\$0	\$1,200
Steering Committee Formation	6	\$600	\$0	\$600
Steering Committee Meeting #1	6	\$600	\$150	\$750
Status Updates	30	\$3,000	\$0	\$3,000
Project Closeout	2	\$200	\$0	\$200
2: Existing Conditions Analysis	64	\$6,400	\$0	\$6,400
Base Information	40	\$4,000	\$0	\$4,000
Information Analysis	24	\$2,400	\$0	\$2,400
3. Needs Assessment	138	\$13,800	\$1,050	\$14,850
Stakeholder Interviews	24	\$2,400	\$0	\$2,400
Community Survey	40	\$4,000	\$0	\$4,000
Visioning Charette	46	\$4,600	\$550	\$5,150
Draft Vision and Goals	10	\$1,000	\$0	\$1,000
Steering Committee Meeting #2	6	\$600	\$150	\$750
Community Meeting #1	12	\$1,200	\$350	\$1,550
4. Plan Development	60	\$6,000	\$500	\$6,500
Draft Plan	30	\$3,000	\$0	\$3,000
Steering Committee Meeting #3	6	\$600	\$150	\$750
Community Meeting #2	12	\$1,200	\$350	\$1,550
Final Draft Plan	12	\$1,200	\$0	\$1,200
5. Plan Adoption	18	\$1,800	\$1,150	\$2,950
Adoption Meeting	6	\$600	\$150	\$750
Final Plan	12	\$1,200	\$1,000	\$2,200
TOTAL	338	\$33,800	\$2,850	\$36,650

OCTOBER 2022
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER # :	VENDOR :	PURCHASE ORDER AMOUNT :	DEPARTMENT :	EXPLANATION :	BOC APPROVAL DATE & VOTE:
30047	SHELLEY CO	\$ 4,000.00	STREET	ASPHALT FOR DEEP REPAIRS ON NORTH & SOUTH MAIN STREET	BOC 10.4.2022(2)
30067	RG TRUCKING	\$ 7,000.00	WWTP	SLUDGE HAULING	BOC 10.5.2022(2)
30076	HENRY P THOMPSON	\$ 3,000.00	SEWER	REPLACE BAD PRESSURE TRANSDUCER & DIGITAL DISPLAY	BOC 10.12.2022(3)
30077	CLAYTON TIRES	\$ 2,672.00	SEWER	SET OF 4 SKID STEER TIRES & INSTALLATION	BOC 10.12.2022(3)
30113	ENVIRONMENTAL ENGINEERING SERVICE	\$ 2,800.00	WATER	REIMBURSED EXPENSE FOR GEOTECHNICAL CONSULTING SERVICES (NEW BOOSTER PUMP STATION)	BOC 10.19.2022(3)
30014	KAFFENBARGER TRUCK EQUIPMENT	\$ 5,649.00	STREET	PURCHASE NEW SNOW PLOW & MOUNT FOR SKID STREER	BOC 10.19.2022(3)
30116	JEREMY'S TREE SERVICE	\$ 3,270.00	CEMETERY	REMOVE 7 TREES AND 7 STUMPS, ALSO GRIND 6 STUMPS	BOC 10.19.2022(3)
30117	LACAL EQUIPMENT INC	\$ 3,672.78	STREET	(3) 16" HEAVY DUTY BLACK RUBBER HOSE FOR LEAF MACHINE	BOC 10.19.2022(3)
30118	HERITAGE CO-OP	\$ 8,500.00	POLICE	FUEL EXPENSE OCT- DECEMBER 2022	BOC 10.19.2022(3)
30119	DBT TRANSPORTATION SERVICES	\$ 3,882.00	AIRPORT	CLR321SP RECEIVER SPARE PART	BOC 10.19.2022(3)
30129	CHAMPAIGN CO TELEPHONE SALES & SERVICE	\$ 4,560.00	NON-DEPT	ENGINEER LABOR FOR NETWORK RESTRUCTURE PROJECT	BOC 10.26.2022(3)

Chris Boettcher
Secretary

NOVEMBER 2022
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER # :	VENDOR :	PURCHASE ORDER AMOUNT :	DEPARTMENT :	EXPLANATION :	BOC APPROVAL DATE & VOTE:
30140	AE DAVID COMPANY	\$ 3,220.12	POLICE	4 BODY ARMOR VEST	BOC 11.2.2022(3)
30141	FASTENAL	\$ 4,453.98	SEWER	NEW TOOLS FOR BOTH SERVICE TRUCKS	BOC 11.2.2022(3)
30142	INTEGRITY DOOR SALES LLC	\$ 5,985.00	STREET	REPLACE OVERHEAD SHOP DOOR	BOC 11.2.2022(3)
30143	CHAMPAIGN CO TELEPHONE SALES & SERVICE	\$ 4,560.00	NON-DEPT	38 ENGINEER PROGRAMMING LABOR FOR FIBER ONT UPGRADE & WAN IP SCHEME CHANGE	BOC 11.2.2022(3)
30156	EJP	\$ 2,981.97	WATER	RETAP FOR A HYDRANT ON S WALNUT & THOMPSON (LINE BROKE UNDER A STORM BASIN)	BOC 11.9.2022(3)
30157	MOODY'S OF DAYTON	\$ 4,905.00	WATER	REPAIR WELL #10 AT THE 29 WWTP	BOC 11.9.2022(3)
30177	ROCK N RESCUE	\$ 2,738.00	FIRE	UPDATE EQUIPMENT (CLUTCH, AZTECH, ROPES, CARABINERS, ROPE BAGS, PETZEL ASAP, PETZEL OBSORB	BOC 11.16.2022(3)
30179	FIRE & POLICE SELECTION	\$ 2,590.00	FIRE	PROMOTIONAL TEST, ASSESSMENT PACKAGE, TEST BOOKLET, SCORING	BOC 11.16.2022(3)
30180	CARR SUPPLY	\$ 2,886.22	NON-DEPT	HVAC FILTERS	BOC 11.16.2022(3)
30242	OHIO EPA	\$ 7,341.40	WATER	2023 PUBLIC WATER SYSTEM LICENSE TO OPERATE (RENEWAL)	BOC 11.23.2022(3)
30246	MES (WARREN FIRE EQUIPMENT)	\$ 2,520.00	FIRE	6 HONEYWELL HELMETS	BOC 11.29.2022(3)
30247	NC LABS	\$ 5,160.45	WWTP	THERMO SCIENTIFIC PRECISION BOD INCUBATOR 20 CU FT	BOC 11.29.2022(3)

Chris Boettcher
Secretary

RESOLUTION NO. 2433-22

A RESOLUTION TO APPROPRIATE MONEY FOR THE SEVERAL OBJECTS AND PURPOSES WHICH THE CITY OF URBANA, OHIO MUST PROVIDE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023. (Three (3) readings required)

Department Requesting: Finance

Sponsor: Dwight Paul

WHEREAS, it is the determination of the City Council that the annual appropriation resolution for the full fiscal year 2023 should be enacted immediately in order to be effective January 1, 2023, and the Official Certificate of the Budget Commission as to estimated available revenue having been furnished, which fact and the necessity of providing for the usual daily operations of the municipal departments cause this resolution to take effect and be in force from and after the earliest period allowed by law.

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

SECTION ONE:

That from and out of the monies and balances known to be in various funds of the City of Urbana, Ohio and from all monies anticipated to come into said funds during the 12-month period ending December 31, 2023, there shall be and there hereby are appropriated to the use of the several departments and offices of the City and for the objects and purposes for which said City must provide the following sums for use during the fiscal year ending on December 31, 2023.

2023 Appropriation Resolution

100-101 Council	
Personal Services	\$88,260
Supplies, Materials, & Other	\$5,100
Total	<u>\$93,360</u>
100-102 Mayor-Administration	
Personal Services	\$250,890
Supplies, Materials, & Other	\$19,300
Total	<u>\$270,190</u>
100-103 Municipal Court	
Personal Services	\$650,250
Supplies, Materials, & Other	\$99,000
Total	<u>\$749,250</u>

100-104 Engineering		
Personal Services		\$278,690
Supplies, Materials, & Other		\$16,000
Total		<u>\$294,690</u>
100-105 Community Development		
Personal Services		\$88,300
Supplies, Materials, & Other		\$53,700
Total		<u>\$142,000</u>
100-106 Police		
Personal Services		\$1,595,710
Supplies, Materials, & Other		\$137,300
Total		<u>\$1,733,010</u>
100-108 Fire		
Personal Services		\$1,890,940
Supplies, Materials, & Other		\$187,100
Total		<u>\$2,078,040</u>
100-110 Parks & Recreation-Administration		
Personal Services		\$139,550
Supplies, Materials, & Other		\$74,100
Total		<u>\$213,650</u>
100-112 Recreation-Pool		
Personal Services		\$0
Supplies, Materials, & Other		\$82,200
Total		<u>\$82,200</u>
100-114 Public Works & Properties		
Personal Services		\$14,400
Supplies, Materials, & Other		\$155,700
Total		<u>\$170,100</u>
100-115 Non-Departmental		
Personal Services		\$0
Supplies, Materials, & Other		\$548,300
Total		<u>\$548,300</u>
100-116 Compost/Mulch		
Personal Services		\$21,850
Supplies, Materials, & Other		\$2,500
Total		<u>\$24,350</u>

100-118 Zoning Compliance	
Personal Services	\$150,200
Supplies, Materials, & Other	\$22,400
Total	<u>\$172,600</u>

100-200 Finance-Accounting	
Personal Services	\$297,425
Supplies, Materials, & Other	\$34,500
Total	<u>\$331,925</u>

100-201 Finance-Income Tax	
Personal Services	\$147,000
Supplies, Materials, & Other	\$20,500
Total	<u>\$167,500</u>

100-202 Finance-Utility Billing	
Personal Services	\$130,230
Supplies, Materials, & Other	\$64,000
Total	<u>\$194,230</u>

100-300 Law Department	
Personal Services	\$282,450
Supplies, Materials, & Other	\$9,100
Total	<u>\$291,550</u>

TOTAL GENERAL FUND	<u><u>\$7,556,945</u></u>
---------------------------	---------------------------

200 Airport Operation and Maintenance	
Personal Services	\$75,560
Supplies, Materials, and Other	\$328,700
Total	<u>\$404,260</u>

205 Street Maintenance & Repair	
Personal Services	\$615,230
Supplies, Materials, & Other	\$246,700
Total	<u>\$861,930</u>

210 State Highway	
Personal Services	
Supplies, Materials, & Other	\$63,000
Total	<u>\$63,000</u>

215 Oak Dale Cemetery	
Personal Services	\$117,610

Supplies, Materials, & Other	\$63,900
Total	<u>\$181,510</u>
225 Police & Fire Pension	
Supplies, Materials, & Other	\$135,000
Total	<u>\$135,000</u>
230 Supplemental Investment	
Supplies, Materials, & Other	\$0
Total	<u>\$0</u>
235 Community Development Program Income	
Supplies, Materials, & Other	\$0
Total	<u>\$0</u>
275 Police & Fire Tax Levy Fund	
Personal Services	\$2,026,900
Supplies, Materials, & Other	\$0
Total	<u>\$2,026,900</u>
401 Capital Improvements	
Personal Services	\$0
Supplies, Materials, & Other	\$1,687,600
Total	<u>\$1,687,600</u>
402 Police & Fire Capital Imp.	
Personal Services	\$0
Supplies, Materials, & Other	\$690,600
Total	<u>\$690,600</u>
420 Neighborhood Curb, Gutter, and Sidewalk Fund	
Personal Services	\$0
Supplies, Materials, & Other	\$484,000
Total	<u>\$484,000</u>
605 Water Plant	
Personal Services	\$516,680
Supplies, Materials, & Other	\$2,218,000
Total	<u>\$2,734,680</u>

610 Wastewater Treatment Plant	
Personal Services	\$938,730
Supplies, Materials, & Other	<u>\$3,087,100</u>
Total	\$4,025,830
615 Recycling Fund	
Supplies, Materials, & Other	<u>\$220,000</u>
Total	\$220,000
620 Stormwater - Operating	
Supplies, Materials, & Other	<u>\$81,000</u>
Total	\$81,000
625 Stormwater - Capital	
Supplies, Materials, & Other	<u>\$638,000</u>
Total	\$638,000
805 Cemetery Trust Income Fund	
Supplies, Materials, & Other	<u>\$4,000</u>
Total	\$4,000
810 Fire Donation Trust	
Supplies, Materials, & Other	<u>\$10,000</u>
Total	\$10,000
815 Police Donation Trust	
Supplies, Materials, & Other	<u>\$5,000</u>
Total	\$5,000
820 City Beautification	
Supplies, Materials, and Other	<u>\$4,000</u>
Total	\$4,000
825 Parks & Recreation Trust Fund	
Supplies, Materials, and Other	<u>\$15,000</u>
Total	\$15,000
840 Cemetery Improvement Fund	
Supplies, Materials, and Other	<u>\$2,300</u>
Total	\$2,300
GRAND TOTAL	<u><u>\$21,831,555</u></u>

SECTION TWO:

That there is hereby deemed appropriated and exempt from the budgetary process in accordance with Urbana Codified Ordinance 133.07 to an amount equal to beginning balance plus the greater of estimated or actual receipts as follows:

	as of 11/01/22	Expected 2023 Receipts	Total
Fund #236 - CDBG Home Repair	\$49,440	\$0	\$49,440
Fund #240 - FAA Master Plan	\$0	\$100,000	\$100,000
Fund #250 - Law Enforcement	\$73,126	\$18,000	\$91,126
Fund #255 - Mandatory Drug Fine	\$21,020	\$2,000	\$23,020
Fund #257 - Diversion Program Fund	\$8,325	\$7,000	\$15,325
Fund #260 - Indigent Alcohol	\$70,210	\$15,000	\$85,210
Fund #265 - Probation Office	\$111,745	\$65,000	\$176,745
Fund #270 - Victim Assistance Grant	\$0	\$26,000	\$26,000
Fund #280 - Probation Grant	\$21,832	\$87,326	\$109,158
Fund #403 - Court Improvement	\$143,633	\$127,800	\$271,433
Fund #835 - Mausoleum Trust	\$90,055	\$50,000	\$140,055

SECTION THREE:

That all expenditures against the appropriations hereinbefore authorized shall be made in accordance with the authorized items of appropriations which may be amended from time to time by the City Council with the exception that the Board of Control may authorize a reallocation of appropriations between the items of appropriation for Personal Services and for Supplies, Materials, & Other within each individual department or division designated in this resolution.

SECTION FOUR:

That the Director of Finance shall be authorized to make transfers, as needed, from the General Fund to the General Fund subsidy accounts for Street and Cemetery Divisions, provided that appropriations for such transfers have been established by resolution of the City Council.

SECTION FIVE:

That the Director of Finance shall be authorized to make transfers, from time to time, of the balance in the Income Tax Fund to the General and Capital Improvement Funds of the City. Twenty-five percent of such transfers shall be credited annually to the Capital Improvement Fund and the balance to the General Fund.

SECTION SIX:

That the Supplemental Investment Fund will be used for emergency, capital improvement, or investment needs of the City and until further notice, all money currently available and all money received in the future in the Supplemental Investment Fund will remain in the Supplemental Investment Fund for the above listed purposes. As a minimum, unless otherwise stated by Council by ordinance or resolution, \$150,000.00 will remain in the Supplemental Investment Fund for investment income purposes.

SECTION SEVEN:

When financially feasible, the City of Urbana will maintain a General Fund Operating reserve of 15% as indicated by the year-end fund balance. When financially feasible, the City of Urbana will maintain a Police & Fire Operating Fund reserve of 15% as indicated by the year-end fund balance.

SECTION EIGHT:

That the Clerk of Council is hereby directed to certify a copy of this resolution to the Budget Commission of Champaign County, Ohio.

SECTION NINE:

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

President

PASSED: _____

ATTEST: _____
Clerk of Council

This resolution approved by me this _____ day of _____, 2022.

Mayor, City of Urbana

REVIEWED: *Melinda M. Frazier* 11/10/2022
Director of Law Date

Jumper: _____ Yay _____ Nay _____ N/A

Scott: _____ Yay _____ Nay _____ N/A

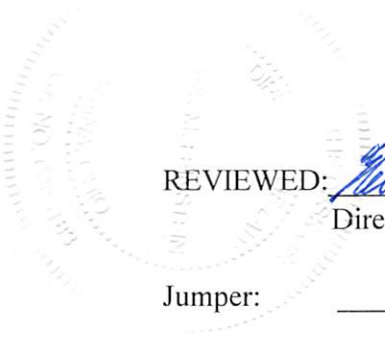
Paul: _____ Yay _____ Nay _____ N/A

Truelove: _____ Yay _____ Nay _____ N/A

Thackery: _____ Yay _____ Nay _____ N/A

Collier: _____ Yay _____ Nay _____ N/A

Bean: _____ Yay _____ Nay _____ N/A



ORDINANCE NO. 4388-22

AN ORDINANCE AUTHORIZING THE INDIGENT DEFENSE AGREEMENT WITH THE CHAMPAIGN COUNTY COMMISSIONERS TO ALLOW THE CITY AND COUNTY TO RECEIVE PARTIAL REIMBURSEMENT FROM THE OHIO PUBLIC DEFENDER COMMISSION FOR THE INDIGENT EXPENSES IN THE CHAMPAIGN COUNTY MUNICIPAL COURT. (Three (3) Readings Required)

Department Requesting: Administration

Sponsor: Dwight Paul

WHEREAS, an Agreement has been reached and proposed to be entered into by and between the Champaign County Board of County Commissioners and the City of Urbana; and

WHEREAS, that Agreement is attached hereto and designated as “Exhibit A” in unsigned form; and

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a City Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the County Commissioners, pursuant to Ohio Revised Code §120.33 and Ohio Administrative Code §120-1-09, may, by a resolution, enter into a contract with a City to provide effective representation of indigent persons charged with a violation of an ordinance of the City; and

WHEREAS, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided under the Agreement attached;

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

SECTION ONE:

That the Director of Administration is hereby authorized and directed to enter into the attached Agreement on behalf of the City of Urbana, Ohio.

SECTION TWO:

That all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision-making bodies of the City of Urbana which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the City of Urbana.

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. Finster 11/23/2022
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

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the Champaign County Board of County Commissioners (the "County") and the City of Urbana (the "City").

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a city ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and;

WHEREAS, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and;

WHEREAS, the County Commissioners, pursuant to Ohio Revised Code §120.33 and Ohio Administrative Code §120-1-09, may by resolution enter into a contract with a city to provide effective representation of indigent persons under which the city shall reimburse the county for counsel appointed to represent indigent persons charged with a violation of an ordinance of the city, and;

WHEREAS, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided hereunder, and;

WHEREAS, this Agreement has been authorized by Ordinance No. _____ of the City Council of the City of Urbana passed on the _____ day of _____, _____, and by Resolution of the Champaign County Board of County Commissioners passed on _____, 20__.

NOW, THEREFORE, in consideration of the mutual promises contained herein, intending to be legally bound, the parties agree as follows:

1. The City and County agree that the judge of the municipal court may assign, by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in the Municipal Court on or after the commencement date and during the term of this Agreement in which the defendant is indigent and charged with the commission of a criminal offense or act which is a violation of a city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
2. Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender pursuant to Ohio Revised Code §120.03, §120.05 and Ohio Administrative Code §120-1-03. In addition to indigency

determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

3. A major purpose of this Agreement is to enable the City to obtain partial reimbursement from the Ohio Public Defender Commission of attorney fees and expenses for counsel appointed in the Municipal Court for indigent persons charged with the commission of a criminal offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this Agreement shall be resolved in favor of obtaining this result.
4. The City agrees to reimburse the County for that portion of the costs not reimbursed by the State of Ohio for providing counsel to indigent persons charged with the commission of an offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
5. Payment by the City for representation of such indigent persons in the Municipal Court shall not exceed the fee schedule in effect and adopted by the Champaign County Board of County Commissioners.
6. The duration of this Agreement shall be for the term of one year commencing on January 1, 2023 and ending on December 31, 2023.
7. If either the County or the City shall fail to fulfill, in a reasonable, timely and proper manner, its obligations under this Agreement or if either party shall substantially violate any of the covenants, Agreements, or stipulations of this Agreement, then the aggrieved party shall have the right to terminate this Agreement by giving thirty days written notice of such termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.
8. This Agreement may only be amended by written agreement signed by the parties and made a part hereof.
9. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against the application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The County shall insert a similar provision in any subcontract for services covered by this Agreement.
10. No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to

which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of and such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF CHAMPAIGN COUNTY

Witness

by _____

by _____

by _____

CITY OF URBANA, OHIO

Attest

by _____

Clerk

APPROVED AS TO FORM:

Champaign County Prosecuting Attorney

ORDINANCE NO. 4585-23

AN ORDINANCE TO AMEND CHAPTER 1339 OF THE URBANA CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY (Three (3) readings required, public hearing required. Public Hearing Advertisement date: Friday, December 9, 2022)

Department Requesting: Zoning

Sponsor: Audra Bean

WHEREAS, Chapter 1339 of the Urbana Codified Ordinances, entitled Nuisances, specifies the conditions that constitute a nuisance violation in the City of Urbana, Ohio; and

WHEREAS, Chapter 1339 of the Urbana Codified Ordinances, entitled Nuisances, specifies the process to be followed by the City to enforce violations of the conditions that constitute a nuisance violation in the City of Urbana, Ohio; and

WHEREAS, the City Council of Urbana, Ohio recognizes that nuisance violations have become increasingly prevalent in the City, and that enforcement of violations have likewise become increasingly challenging for the Zoning Department of the City of Urbana, Ohio; and

WHEREAS, Chapter 1339 of the Urbana Codified Ordinances was established on November 28, 2000, over twenty (20) years ago; and

WHEREAS, the City Council of Urbana, Ohio deems it necessary and appropriate to update Chapter 1339 of the Urbana Codified Ordinances; and

WHEREAS, the proposed changes to Chapter 1339, entitled Nuisances, is marked as Exhibit A and is attached hereto and incorporated herein;

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

SECTION ONE:

That the attached Exhibit A is deemed by the City Council of Urbana, Ohio to be appropriate and necessary, and to serve the health, safety, welfare and best interests of the citizens of Urbana, Ohio.

SECTION TWO:

That by the passage of this Ordinance, the attached Exhibit A is hereby adopted and passed into law by the City Council of Urbana, Ohio, to be effective at the earliest date permitted by law.

SECTION THREE:

All actions of City Council and the Planning Commission 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 January 3, 2023.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

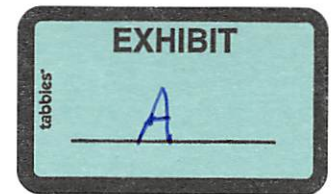
This Ordinance approved by me this ____ day of _____, 2022.

Mayor, City of Urbana



REVIEWED: *William H. Peniston* 11/30/2022
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



CHAPTER 1339 Nuisances

- 1339.01 Definitions.
- 1339.02 Public nuisances prohibited.
- 1339.03 ~~Notice to abate.~~ **Notice of Violation; Order for Removal; Abatement**
- 1339.04 ~~Time for abatement.~~ **Summary Abatement**
- 1339.05 Appeals.
- 1339.06 Board of Nuisance Appeals.
- 1339.07 ~~Summary abatement.~~
- 1339.08 ~~Abatement by City; collection of costs.~~
- 1339.99 Penalty.

CROSS REFERENCES

- Nuisances - see Ohio R.C. Ch. 3767
- General nuisance violations - see GEN. OFF. Ch. 521
- Vacant Building Enforcement Program – see Ch. 1341**
- Weed Control – see Ch. 1343**

1339.01 DEFINITIONS.

(a) As used in this chapter, "Public Nuisance" means any of the following activities, circumstances or conditions:

- (1) Open storage of building materials in a residential district in excess of one year; and
- (2) Any accumulation upon any lot of land of earth, rubbish, or other material which attracts rats, vermin, or insects in such a manner that it endangers the public health, safety, welfare or property; and
- (3) The suffering, permitting, allowing to remain or maintaining of rubbish, refuse or junk, which includes but is not limited to wire, chips, shavings, bottles, broken glass, crockery, tin, cast or wooden ware, boxes, rags, weeds, paper, circulars, handbills, boots, shoes or ashes, or discarded or abandoned iceboxes, refrigerators, washing machines or other airtight or semi-airtight containers or any other waste material upon public or private property contrary to these Codified Ordinances or regulations of the Board of Health; and
- (4) The maintenance or allowance of building materials upon public or private property constitutes a public nuisance if such building materials, which include all residue from building construction and new building materials, are not removed or utilized in construction within thirty days after such materials are placed upon a premise. However, if construction is initiated upon such premises and such building materials are to be used in the construction, then such building materials shall be allowed to remain upon such premises for a period of time not to exceed thirty days after the completion of the construction. For the purpose of the prevention of rodents and other unsanitary conditions, any storage of building materials or deposit of the same upon any property shall consist of building materials being placed at least six inches off the ground at any time; and
- (5) There is located upon any lot of land or in any building or structure located thereon rubbish, or other material in such an amount that it constitutes a fire hazard; and

(6) The storage of a motor vehicle in an inoperative or unlicensed condition **any unlicensed or out-of-repair vehicle, automotive parts, or scrap metal** upon public or private property. ~~for more than thirty days without being stored in an enclosed garage or other accessory building.~~

(7) The continued vacancy of a structure or building resulting in lack of reasonable or adequate maintenance of the building or structure and grounds.

(8) A vacant building or structure which is open and not secured against unauthorized entry; and

(9) A building or structure, or any portion, member, appurtenance or ornamentation thereof, which is likely to fail or become detached, dislodged or to collapse and thereby injure persons or damage property.

(10) Weeds which are spreading or maturing seeds, or about to do so, ragweed, goldenrod, poison ivy, poison oak or any other noxious or poisonous weeds or vines; or

(11) Grass in excess of ten inches; or

(12) Roots of trees which obstruct any portion of a sewer located on City property or within City easements; or

(13) Shrubs or bushes located within twenty feet of the intersection of two or more streets and abutting either the sidewalk or the normal sidewalk location if the shrubs or bushes exceed two feet in height above the surface of either the sidewalk or the normal sidewalk location; or

(14) A tree, plant, bush or shrub the branches or trunk of which obstruct or impede traffic on any street or public place. Branches overhanging within nine feet of the surface of any sidewalk or within thirteen and one-half feet of the surface of any street shall be deemed prima facie to obstruct or impede traffic thereon; or

(15) A tree or branch of any tree which is in danger of falling due to decay or rot or any other reason, or any tree which contains any disease or insects which can spread to other trees; or

(16) Any other condition, existing or which has been declared a Nuisance by the Ohio Revised Code.

(b) "Owner" means any of the following:

~~(a)~~ (1) Any person, corporation, partnership, limited partnership, limited liability partnership, or any shareholder, officer, trustee, partner, agent or employee of any of the above who has care, custody, control or charge of a premises or part thereof, has logical title to the premises, or has done any act to maintain or operate the premises.

~~A.~~ (a) "Maintaining or operating the premises" shall include without limitation, entering into a public utility contract, obtaining a building or demolition permit or obtaining any other permit or license relating to the premises.

~~(b)~~ (2) The vendor or vendee under a land installment contract who has care, custody, control or the right to enter on the premises or real property.

~~(c)~~ (3) "Premises" means a lot, plot or parcel of land, including the building or structures thereon.

(c) "Unlicensed or out-of-repair vehicle" means:

(1) **Any motor vehicle which meets the requirements of Ohio R.C. 4513.63(B) through (E) that is left uncovered and in the open on private property for more than seventy-two (72) hours with the permission of the person having the right to possession of the property; or**

- (2) Any motor vehicle required to display license plates and not having the current year license plates affixed thereto, or having illegal plates, and left for a period of more than ten (10) days, unless completely enclosed in a building or garage; or
 - (3) Any motor vehicle which is so damaged or out-of-repair as to render it incapable of being moved under its own power; and left for a period of more than ten (10) days, unless completely enclosed in a building or garage; or
 - (4) Any other vehicle or contrivance meant to be propelled by power other than human power; designed to travel along the ground by use of wheels, treads, runners or slides; intended to transport persons or property or pull machinery, including, but not limited to, trailers, tractors and campers; and that is incapable of being moved if propelled by the appropriate mode of power or used for its intended purpose due to extensive damage, including, but not limited to, missing wheels, tires, treads, runners or slides; and which has been left for a period of more than ten (10) days, unless completely enclosed in a building or garage.
- (d) "Refuse" embraces only such matter as was either in fact noxious or has been refused and abandoned by its owner as worthless.
- (e) "Automobile parts" means and includes any portion or parts of any motor driven vehicle as detached from the vehicle as a whole.
- (f) "Scrap metal" means and includes pieces of or parts of steel, iron, tin, zinc, copper, aluminum or any alloy thereof, whether covered with porcelain or any other material, whether intact or in parts, which has served its usefulness in its original form and can no longer be used or useful in its originally intended purpose.

1339.02 PUBLIC NUISANCES PROHIBITED.

(a) No owner, tenant or other person or legal entity in charge or possession of property shall create, permit or allow a public nuisance to exist upon such property.

(b) Whenever the Director of Administration determines a public nuisance exists he shall, in accordance with the procedures set forth herein, give or cause to be given, a notice to the owner, tenant or other person or legal entity in charge or possession of the property to abate the nuisance, or he may cause the nuisance to be abated if the person upon whom the notice to abate is served fails to do so. The Director may delegate his authority hereunder by administrative rule.

~~1339.03 — NOTICE TO ABATE.~~

~~—(a) The notice to abate shall describe the activity, circumstance or condition constituting the public nuisance, designate the subsection of Section 1339.01 being violated, describe the steps necessary to be taken to abate the nuisance, state the time limits within which abatement shall take place and advise the recipient of the right of appeal.~~

~~—(b) The notice to abate may be served upon an owner, tenant or any other person or legal entity in charge of or in possession of the property.~~

~~—(c) Service of the notice to abate shall be by one of the following methods:~~

~~—(1) By delivering a copy of the notice to the person or other entity responsible for the property; or~~

~~—(2) By posting the notice in a conspicuous place upon the subject property in a form approved by the Director of Administration upon such property for a period of at least five days; or~~

~~—(3) By ordinary first class mail addressed to the responsible person or entity at the property or last known address of the person or entity's residence or place of business; or the agent of a business identified by the Ohio Secretary of State corporation and business records;~~

~~—(4) By certified mail, upon failure of the responsible person or entity within 30 days of a first class mailing to address the public nuisance in accordance with the time for abatement outlined in Section [1339.04](#), addressed to the same residential or business address used in the first class mailing, with instruction to forward, return receipt requested, provided that the certified envelope is not returned with an endorsement showing failure of delivery; or~~

~~—(5) By publication to the City's Website for a 30-day period concurrently with publication once each week for three consecutive weeks in a newspaper of general circulation in Champaign County when the name, usual place of residence or business or existence of such person or legal entity is unknown and cannot with reasonable diligence be ascertained or in the event all other methods in subsections (c)(1) through (4) fail to effect delivery of the notice.~~

1339.03 NOTICE OF VIOLATION; ORDER FOR REMOVAL; ABATEMENT.

(a) In the event of a violation of Section 1339.02, the Director of Administration or his/her authorized representative shall give a notice of violation to the owner, occupant or person having charge or lawful possession of the premises upon which the violation occurs to cease such violation. Such notice of violation shall be in writing, and shall include a description of the violation and a statement of the penalties for noncompliance. It shall be served upon the owner, occupant or person having charge or lawful possession of the premises either personally or at the usual place of residence of such owner, occupant or person having charge or lawful possession of such premises or by registered or certified mail addressed to such person's last known place of residence. It may also be served by posting the notice in a conspicuous place upon the subject property in a form approved by the Director of Administration upon such property for a period of at least five days; or by publication to the City's Website for a 30-day period concurrently with publication once each week for three consecutive weeks in a newspaper of general circulation in Champaign County when the name, usual place of residence or business or existence of such person or legal entity is unknown and cannot with reasonable diligence be ascertained or in the event all other methods contained herein fail to effect delivery of the notice.

(b) If the person served with the notice of violation as provided in subsection (a) hereof fails to cause such violation to cease within ten (10) days of the date upon which service of the notice of violation is perfected, the Director of Administration or his/her authorized representative shall remove or cause to be removed the materials which constitute the violation.

1. In the case of unlicensed or out-of-repair vehicles, they shall be disposed of in the manner provided by law at Ohio R.C. 4513.61 and 4513.62. All expenses of removal and/or of disposal shall be charged against the owner of the material which constitutes the violation or the owner of the premises on which the violation occurred, and shall be in addition to any fine, cost or penalty assessed in relation to a criminal prosecution under this chapter.

2. In the case of the continued vacancy of a structure or building resulting in lack of reasonable or adequate maintenance of the building or structure and grounds, they shall be addressed as described in Chapter 1341 of the Urbana Codified Ordinances.

3. In the case of a vacant building or structure which is open and not secured against unauthorized entry, they shall be addressed by taking whatever steps are reasonably necessary to secure the vacant building or structure.

4. In the case of a building or structure, or any portion, member, appurtenance or ornamentation thereof, which is likely to fail or become detached, dislodged or to collapse and thereby injure persons or damage property, they shall be addressed by taking whatever steps are reasonably necessary to prevent the detachment, dislodging or collapsing of said building or structure, or any portion, member, appurtenance or ornamentation thereof.

5. In the case of weeds which are spreading or maturing seeds, or about to do so, ragweed, goldenrod, poison ivy, poison oak or any other noxious or poisonous weeds or vines; or grass in excess of ten inches, they shall be addressed in the manner provided in Chapter 1343 of the Urbana Codified Ordinances.

(c) When the Director of Administration has issued a notice under subpart (a) hereof and the nuisance has not been abated by the owner, occupant or person having charge or in lawful possession of the premises, the Director of Administration and/or his/her authorized representative is authorized, when necessary to take abatement action hereunder, to enter upon the premises on which a violation has occurred, including private property, for the purpose of enforcing the provisions of this chapter.

(d) When the Director of Administration has acted to abate a nuisance as described above, s/he shall serve an invoice for the costs thereof upon the owner, occupant or person having charge or lawful possession of the premises in the manner described in subpart (a) hereof. If the cost remains unpaid after thirty (30) days from the service of such notice, s/he may, at his/her sole discretion, collect the costs either by an action at law brought in the name of the City against the owner, occupant or person having charge or lawful possession of the premises on which the violation occurred, or by certifying the costs to the County Auditor for placement on the real estate tax duplicate of the premises on which the violation occurred, and collection in the same manner as other taxes.

1339.04 SUMMARY ABATEMENT.

(a) Should the Director of Administration find that because of a public nuisance, the public safety, health or welfare is in immediate danger and is of sufficient severity to require summary abatement, he may give notice as provided for in Section 1339.03 and require that the nuisance be abated within twenty-four hours, and that if not abated within that time, it shall be abated by the City and the cost thereof assessed and collected as provided for in Section 1339.08. **1339.03.** ~~The notice, however, in this instance, shall be served only upon the owner of record of the property affected, and any legal and equitable lienholders of record.~~

(b) The appellate procedure provided for in Section 1339.05 shall also apply in the case of summary abatement, except that:

(1) The time for filing an appeal shall be within twenty-four hours from the time of service of the notice to abate;

(2) The transmission of the notice and papers by the Director shall be within twenty-four hours from the time he received the notice of appeal;

(3) The hearing by the Board shall be held within seventy-two hours after it receives the notice and papers from the Director and a decision shall be rendered within forty-eight hours of the hearing.

~~1339.04 TIME FOR ABATEMENT.~~

~~—Within ten days after receipt of the service of the notice to abate as provided for in Section [1339.03](#), the person served shall complete abatement. Upon written application to the Director of Administration, he may extend the time for completion up to an additional thirty days.~~

1339.05 APPEALS.

(a) The decision of the Director of Administration determining that a public nuisance exists may be appealed, administratively, to the Board of Nuisance Appeals.

(b) The appeal shall be filed within ten days after the service of the notice to abate provided for in Section [1339.03](#) and shall be perfected by filing a written notice of appeal with the Director specifying the grounds of appeal. The Director shall within three days transmit to the Board the notice of appeal and notice to abate and all other paper in his possession upon which his decision was made.

(c) Within seven days after receiving the notices and papers from the Director, the Board shall fix a time for a hearing of the appeal and shall give the appellant ten days prior written notice of the time and place of the hearing.

(d) The appellant shall be entitled to appear at the hearing on appeal in person and may be represented by counsel. Similarly, the Director shall be entitled to appear in his own behalf and be represented by counsel.

(e) The procedure on appeal shall be as the Board shall determine and it may accept the testimony of witnesses and receive documentary evidence.

(f) On appeal, the Board shall consider the matter de novo and shall either affirm the decision of the Director or enter the decision the Director should have made. A majority of the Board shall be required for a decision.

(g) The Board shall decide all appeals within thirty days after the hearing, in writing, which written decision shall be transmitted to the appellant and the Director.

1339.06 BOARD OF NUISANCE APPEALS.

(a) A Board of Nuisance Appeals is hereby created and shall consist of three members appointed by the Mayor, each for a term of three years. The Mayor may also fill vacancies for the unexpired term of the member affected. In the case of the initial appointments to the Board, one member shall be appointed for one year, one for two years and one for three years.

(b) The Board shall elect a chairman and shall adopt rules necessary to the conduct of its affairs. Two members shall constitute a quorum. The Board shall also keep written records of its proceedings and hearings before it, which shall be kept on file with the Clerk of Council.

~~1339.08 ABATEMENT BY CITY; COLLECTION OF COSTS.~~

~~(a) If the recipient of the notice to abate provided for in Section [1339.03](#) fails to comply with the notice to abate and not file a timely appeal, or, having filed a timely appeal which is decided adversely to him, continues to fail to abate the nuisance, the Director of Administration shall take whatever action is reasonably necessary to abate the public nuisance and may collect the actual costs and expenses thereof as well as all incidental and consequential administrative costs and expenses incurred by the City. However, prior to abating the nuisance, the Director shall give fifteen days' prior written notice of his intention, describing the steps to be taken, to the owner of record of the property affected, and also to any legal and equitable lienholders of record. The written notice shall be served in accordance with the provision of Section [1339.03](#) (c).~~

~~(b) The costs of abatement may be collected any of the following ways:~~

~~(1) By commencing a civil suit; or~~

~~(2) By the Clerk of Council certifying to the County Auditor the total costs to be placed upon the County tax duplicate as a lien upon the property affected and collected as other taxes and remitted to the City. The costs so certified shall become a lien upon the property affected as of the date they are entered on the tax duplicate.~~

~~(Ord. 4119. Passed 11-28-00.)~~

1339.99 PENALTY.

(a) Whoever violates Section [1339.02](#) (a) shall be guilty of a minor misdemeanor.

(b) Each day a violation occurs constitutes a separate offense.

(c) If, within three years of the date of the violation, the offender has been previously convicted under this chapter, or a substantially similar municipal ordinance, or a violation of Ohio Revised Code for littering or nuisance, the offense is a fourth-degree misdemeanor.

RESOLUTION NO. 2648-22

A RESOLUTION APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA REAL PROPERTY TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF URBANA AND PHOENIX DRIVE PROPERTIES LLC; APPROVING A TAX REVENUE SHARING AGREEMENT; AND DECLARING AN EMERGENCY

Department Requesting: Community Development Sponsor: Councilman Pat Thackery

WHEREAS, the council (the “Council”) of the City of Urbana, County of Champaign, State of Ohio (the “City”) desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, Council passed Ordinance 4348 in 2010, establishing Urbana Community Reinvestment Area 1 (“Urbana CRA- Area 1”), designated as CRA #021-04356-01 by the State of Ohio Department of Development; and

WHEREAS, Council amended Ordinance 4348 (“Ordinance 4348 as Amended”) on February 22, 2011 to expand the geographic boundaries of Urbana CRA-Area 1, designated as CRA #021-79072-01; and

WHEREAS, Council further amended Ordinance 4348 (“Ordinance 4348 as Amended”) by adopting Ordinance 4574-22 on July 19, 2022; and

WHEREAS, under the terms of Ordinance 4348 as Amended and Ordinance 4574-22, remodeling and new construction projects within Urbana CRA-Area 1 may qualify for tax exemptions on the increase of assessed valuation of the improvements to real property for under the Community Reinvestment Area (“CRA”) Act, Ohio Revised Code (“O.R.C.”) Sections 3735.65 through 3735.70; and

WHEREAS, Phoenix Drive Properties LLC (the “Company”) currently owns the real property described and depicted as **Exhibit A** (the “Property”) attached hereto and incorporated by reference, which real property is located within Urbana CRA- Area 1, and the Company intends to remodel, construct and expand a manufacturing production facility and warehousing facility to include approximately 90,000 square feet of additional building footprint (the “Project”); and

WHEREAS, the Company has submitted to the City, and the City has reviewed an application for real property tax abatement (the “CRA Application”) as further described and depicted as **Exhibit B** attached hereto and incorporated by reference; and

WHEREAS, the Company has requested an 8 year, 75% CRA tax abatement (the “CRA Abatement”) on the increase in assessed value of the Property resulting from the completion of the Project; and

WHEREAS, the Company has submitted to the City the required State of Ohio CRA Application fee of \$750 made payable to the Ohio Department of Development as required by O.R.C. Sections 3735.671 and 3735.672(C); and

WHEREAS, pursuant to O.R.C. Sections 3735.67(A) and 3735.671, Ordinance 4348 as Amended, and Ordinance 4574-22, the City and the Company desire to enter into an agreement (the “CRA Agreement”) setting forth the CRA Abatement and the terms and conditions of the CRA Abatement with respect to the Property and the Company, the form of which CRA Agreement is attached hereto as **Exhibit C** incorporated by reference; and

WHEREAS, the Property is located in the Urbana City School District (the “School District”) and the City has delivered notice of the proposed CRA Agreement to the Board of Education of the School District under Ohio Revised Code Sections 3735.671 and 5709.83 and the School District and has been given a copy of the CRA Application and a draft of the CRA Agreement;

WHEREAS, the Property is also located in the Ohio Hi-Point Career Center (the “JVSD”) and the City has delivered notice of the proposed CRA Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83 and the JVSD and has been given a copy of the CRA Application and a draft of the CRA Agreement; and

WHEREAS, pursuant to O.R.C. Section 5709.82, because the City imposes a municipal income tax, and the projected payroll from new employees resulting from the approval of the CRA Agreement is likely to equal or exceed one million dollars in any tax year for with the Property is exempted from taxation under the terms of the CRA Agreement, the City has requested approval by the School District and the JVSD of a tax revenue sharing agreement (the “Tax Revenue Sharing Agreement”) by and between the City, the School District and the JVSD a copy of which is attached hereto as **Exhibit D** incorporated by reference; and

WHEREAS, on December 19, 2022, by approval of Resolution No. _____, by a majority of the board, the Board of Education of the Urbana City School District approved the CRA Agreement, and the Tax Revenue Sharing Agreement, a certified copy of which is attached hereto as **Exhibit E** incorporated by reference; and

WHEREAS, on December 14, 2022, by approval of Resolution No. 65-22, the Board of Education of the Ohio Hi-Point Career Center JVSD approved the CRA Agreement, and the Tax Revenue Sharing Agreement, a certified copy of which is attached hereto as **Exhibit F** incorporated by reference; 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 ORDAINED by the City of Urbana, County of Champaign, State of Ohio, that:

Section One.

This Council finds: (i) that the Property is within Urbana CRA- Area 1; (ii) the Project, as stated in the CRA Application, qualifies for the tax exemptions allowed under City Ordinance 4348 as Amended and Ordinance 4574-22; (iii) hereby approves the CRA Application as submitted by the Company; and (iv) hereby grants a tax exemption resulting from the completion of the project for a period of eight (8) years in an amount equal to seventy five percent (75%) of the increase in assessed value of the Property, subject to the terms of the CRA Agreement.

Section Two.

That the CRA Agreement between the City and the Company, substantially in the form attached to this Resolution, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City, as determined by the Mayor, or his or her designee. The Mayor, or his or her designee, for and in the name of the City, is hereby authorized to execute the CRA Agreement and any amendments deemed by the Mayor, or his or her designee, to be necessary. The approval of changes or amendments by the Mayor, or his or her designee, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor, or his or her designee.

Section Three.

That the Tax Revenue Sharing Agreement between the City, the School District, and the JVSD, substantially in the form attached to this Resolution, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City, as determined by the Mayor, or his or her designee. The Mayor, or his or her designee, for and in the name of the City, is hereby authorized to execute the Tax Revenue Sharing Agreement and any amendments deemed by the Mayor, or his or her designee, to be necessary. The approval of changes or amendments by the Mayor, or his or her designee, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution of the Tax Revenue Sharing Agreement by the Mayor, or his or her designee.

Section Four.

The Council hereby further authorizes and directs the Mayor, the Director of Law, the Director of Finance, the Director of the Department of Development, the Clerk of Council, and any such other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution, and the CRA Agreement, and Tax Revenue Sharing Agreement authorized and approved in this Resolution.

Section Five.

That the Clerk of this Council forward a certified copy of this Resolution, along with all exhibits to this Resolution, to the Director of the Ohio Department of Development within 15 days after the CRA Agreement is entered into, all pursuant to R.C. 3735.671.

Section Six.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance of all applicable legal requirements, including ORC Section 121.22.

Section Seven.

That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Roger Steffan, Clerk of Council

This Resolution approved by me this 20th day of December, 2022.

Mayor, City of Urbana

REVIEWED: *Walter M. G. [Signature]* 12/14/2022
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

Property Description

Description and Depiction of Project Site

The Project Site will be 17.773 acres, Parcel #K48-25-11-01-32-006-00, acquired or to be acquired by the Company as described and depicted on the map attached below:

Project Site Map

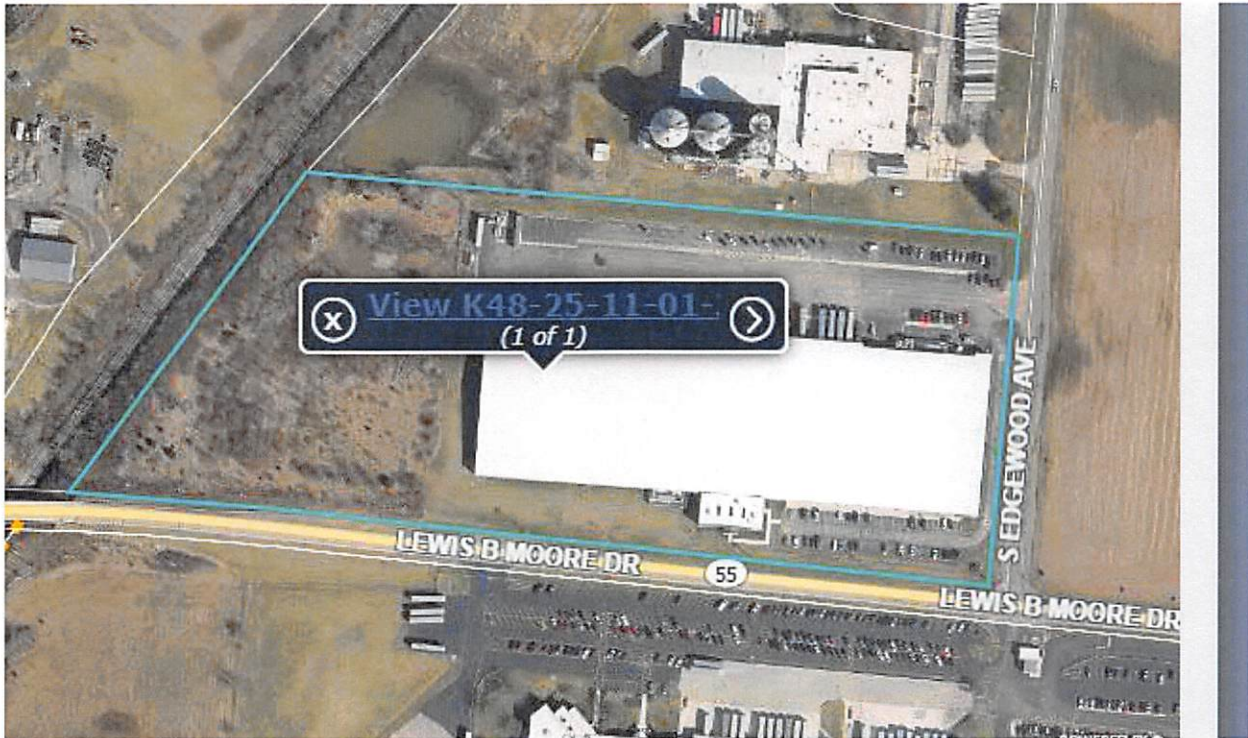


EXHIBIT B

CRA Application

[See Attached]

CITY OF URBANA OHIO
Community Reinvestment Area Application
Commercial or Industrial Real Estate Projects

Proposed agreement for Community Reinvestment Area Tax Incentives between the City of Urbana, Champaign County, Ohio, and Phoenix Drive Properties LLC.

1. a. Identity of Property/Business Owner (attach additional pages if multiple participants).

<u>Phoenix Drive Properties LLC</u> (Property Owner Name)	<u>(937) 652-3910</u> (Telephone Number)
<u>Jason Cole, Ryan Cole, Adam Cole, Esther King</u> (Business Owner Name)	<u>Ryan Cole</u> (Contact person)
<u>1030 S Edgewood Ave</u> (Street Address- Main Office)	<u>(937) 652-3910</u> (Telephone Number)
<u>Urbana, Ohio 43078</u> (State, City, Zip)	<u>(937) 652-3602</u> (Fax Number)

b. Project Site:

<u>1030 S Edgewood Ave, Urbana, OH 43078</u> (Street Address)	<u>Ryan Cole</u> (Contact Person)
	<u>(937) 652-3910</u> (Telephone Number)

2. a. Nature of commercial/industrial activity (e.g., manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Phoenix Drive Properties -Lessor Colepak, Inc - Lessee/manufacturer

b. List primary 4 digit Standard Industrial Code (SIC #) (lessee if doing business at site)

Colepak-2671

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

d. Form of business organization or lessee (corporation, partnership, proprietorship, etc.)

Colepak-S-Corp Phoenix Drive Properties-Partnership

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

Colepak-Ryan Cole, Jason Cole, Rick Cole, Deborah Cole, Adam Cole, Esther King

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

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? _____ Yes No

c. If yes, identify the locations from which employment positions or assets will be relocated and the new location of the employment positions or assets.

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

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

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

5. Does the property owner owe:

a. Any delinquent taxes to the State of Ohio or an Ohio political subdivision? _____ Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any Ohio environmental laws? _____ Yes No

c. Any other moneys to the State of Ohio, a state agency, or an Ohio political subdivision that are past due, whether the amounts owed are being contested in a court of law or not? _____ Yes No

d. If yes to any of the above, detail each instance including, but not limited to, the location, amounts and/or case identification numbers. Attach additional pages if necessary.

6. Project description (attach additional pages if necessary): _____

Addition of 90,000 square foot warehouse/manufacturing facility

7. a. The project is expected to be in November 20 22, and is expected to be completed by June, 20 23 provided a tax exemption is granted.

- b. Market value of the existing facility as determined by Champaign County Auditor:
\$ 5,330,360
8. a. Estimate the number of new employees the property owner or lessee will cause to be created at the facility that is the project site. The projected job creation must be itemized by the name of the employer full and part-time and permanent and temporary jobs.
Colepak-40 full time permanent positions
- b. State the time frame for the projected hiring 4 years.
- c. State the proposed schedule for hiring (itemized by the name of the employer full and part-time and permanent and temporary jobs):
40 over 4 years
9. a. Estimate the amount of annual payroll the additional employees will add: \$ 1,800,000
 (New annual payroll must be itemized by full and part-time and permanent and temporary new employees):
- b. Indicate separately the amount of existing payroll relating to any job retention claim resulting from the project: \$ 7,305,521

10. Estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy the facility:

a. Acquisition of buildings	\$ _____
b. Additions/New Construction	\$ <u>4,250,000</u>
c. Improvements to existing buildings	\$ _____
d. Machinery and equipment	\$ _____
e. Furniture and Fixtures	\$ _____
f. Inventory	\$ _____
Total New Project Investment	\$ <u>4,250,000</u>

11. a. Requested real estate tax exception incentive 75 % for 8 years covering the real property as described above.
- b. Business's reasons for requesting tax incentives (be as quantitatively specific as possible). The CRA incentive will allow Colepak to expand and retain their employee levels within the City of Urbana and State of Ohio. The savings from the CRA will allow us to allocate those dollars to employee training and development as well as facilitate additional growth that would otherwise not be possible.

By submission of this application, the Applicant expressly authorizes the City of Urbana to contact the Ohio EPA and other agencies to confirm the accuracy of statements contained within this application, including item #5, and to review applicable confidential records. As part of this application, the Property Owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The Applicant further agrees to supply additional information upon request.

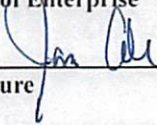
The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(c)(1) and 2931.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits.

*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.

Phoenix Drive Properties LLC
Name of Enterprise


11/02/2022
Date


Signature

Jason Cole/Member
Typed Name/Title

Colepak, Inc.
Name of Lessee

11/02/2022
Date


Signature

Ryan Cole/Vice President
Typed Name/Title

EXHIBIT C

CRA Agreement

[See Attached]

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”), is made and entered into as of _____, 2022 (the “Effective Date”), by and between the City of Urbana, Ohio, an Ohio political subdivision, through its City Council (the “City”), and Phoenix Drive Properties LLC, an Ohio Limited Liability Corporation with offices located at 1030 S. Edgewood Ave., Urbana, OH 43078 (the “Company”). The City and the Company are each referred to herein as a “Party” and may be referred to together as the “Parties”.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the Urbana CRA- Area 1 (the “CRA” or the “Area”); and

WHEREAS, the Company has acquired or intends to acquire the real property described and depicted on **Exhibit A** (the “Project Site”), which is located within the CRA, and intends to construct and expand (in one or more phases), through cooperation with one or more affiliates, successors, assigns or transferees, on the Project Site a manufacturing production and warehousing facility (the “Project”), expected to include approximately 90,000 square feet of additional building footprint, together with related structures, site improvements, and infrastructure supporting the employment of an estimated 157 permanent employee positions, including 40 new permanent employee positions, by June 30, 2027; and

WHEREAS, the Project is anticipated to include a capital investment by or on behalf of the Company of approximately \$4,250,000, which will include building costs and other costs; and

WHEREAS, the City, by its Ordinance 4348 as amended by Ordinance 4574-22, adopted July 19, 2022 (the “CRA Legislation”), designated the CRA as a “community reinvestment area” pursuant to Chapter 3735 of the Ohio Revised Code (“R.C.”); and

WHEREAS, the Director of Development of the State of Ohio has determined and certified that the Area contains the characteristics set forth in R.C. Section 3735.66 and confirmed that Area as a “community reinvestment area” pursuant to that Section 3735.66; and

WHEREAS, the City desires to provide incentives available for the development of the Project on the Project Site in the Area; and

WHEREAS, the Company submitted to the City the CRA Agreement Application (the “Application”) attached hereto as **Exhibit B**; and

WHEREAS, the Company has remitted the required State application fee of \$750.00 made payable to the “Ohio Department of Development” to be forwarded to the Ohio Department of Development with an executed copy of this Agreement; and

WHEREAS, the Project Site is located in the Urbana City School District (the “School District”) and the City has delivered notice of the proposed approval of this Agreement to the Board of Education of the School District under R.C. Sections 3735.671 and 5709.83 or the School District has waived such notice, and has been given a copy of the Application and a draft of this Agreement;

WHEREAS, the Project Site is also located in the Ohio Hi-Point Career Center (the “JVSD”) and the City has delivered notice of the proposed approval of this Agreement to the Board of Education of the JVSD under R.C. Sections 3735.671 and 5709.83 or the JVSD has waived such notice, and has been given a copy of the Application and a draft of this Agreement;

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B) 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 to the foregoing premises and as follows:

1. Project and Project Investment. The Company has acquired or intends to acquire the Project Site, which is composed of a +/- 17.773 acre area (as shown on Exhibit A), and further expects to construct or cause to be constructed on the Project Site an expansion of a manufacturing and warehousing facility as well as other related buildings and structures, site improvements, infrastructure and appurtenances included within the Project on the Project Site, and install or cause to be installed the necessary machinery, equipment, and fixtures. The scope of this Agreement concerns only the investment, and only the increase in assessed value of the buildings and structures that do not yet have a partial assessed value expected to begin in December 2022 and is currently expected to be completed by June 30, 2023. The Project is currently estimated to be approximately 90,000 square feet. The Company approximates that the total capitalized cost (including but not limited to, construction costs, on-site infrastructure costs and equipment costs) of the Project will be approximately \$4,250,000 composed of approximately \$4,250,000 for the construction of structures and other associated costs.

The assumptions and estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemption (as defined in Section 4 of this Agreement). The parties to this Agreement recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Company to commence or complete construction of the Project, provided, however, that the Company’s complete construction of the Project is a material obligation of the Company under the terms of this Agreement.

2. Job Creation. The Company currently estimates that by June 30, 2027, approximately 40 new, full-time permanent jobs (i.e., at least 35 hours/week) will be created as a result of the Project with an aggregate annual payroll of \$1,800,000. 117 employee positions

currently exist at the Project Site and all employee positions are expected to be retained due to the construction of the Project.

The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemption (as defined in Section 4 of this Agreement). The Parties to this Agreement recognize that (i) the employment and any payroll estimates associated with the Project may increase or decrease significantly, and (ii) the City has no right to compel the Company to create or maintain any specific number of full-time or part-time permanent or temporary positions to be held by persons working at the Project, provided, however, that job creation and retention efforts are material obligations of the Company under the terms of this Agreement.

3. Information for Tax Incentive Review Council. The applicable Tax Incentive Review Council (the "TIRC") shall annually review this Agreement pursuant to R.C. Section 5709.85(C)(1). To facilitate that annual review, not more than once each calendar year during the term of this Agreement, the Company shall submit to the City annual information sufficient for the TIRC to determine whether the Company has complied with this Agreement on the then-current form of the report attached hereto as Exhibit C. The Company shall provide the annual report to the TIRC and the certification by the earlier of (i) thirty (30) days after having received written request from the City, or (ii) March 1st. Additionally, pursuant to R.C. Section 5709.85(D), upon request of the TIRC, the Company shall provide the TIRC any information necessary to perform its review, and make available at least one representative of the Company with knowledge of this Agreement and the obligations contained herein to attend any meeting of the TIRC.

4. Real Property Tax Exemption for Project. Upon receipt of an application filed by the Company in the then current version of the form attached hereto as Exhibit D for any building on the Project Site, and certifying (a) the facts contained therein (as required by the City) regarding that building the City shall as soon as practicable undertake the verifications and make the certifications required to grant a seventy-five percent (75%) real property tax exemption for that building for a period of eight (8) consecutive taxable years (each an "Exemption" and collectively for more than one building or structure, the "Exemptions"). For each building on the Project Site, 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 tax year 2030 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2040 (i.e., tax lien date January 1, 2040).

5. Fee to City. The Company shall pay to the City as inducement and consideration for the City to enter into this Agreement, an annual fee equal to the greater of one per cent (1%) of the amount of taxes exempted under the 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 annual fee shall commence in 2023, and be payable to the City for the purpose of complying with R.C. Sections 3735.672 and 5709.85. The Company shall remit payment on or before each March 1 of each year that this Agreement shall remain in effect.

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

A. The Company agrees to continue to be an “Investor Partner” with the Champaign Economic Partnership (the “CEP”) and agrees to continue to make a minimum contribution of \$3,000.00 per year to CEP during the term of this Agreement;

B. The Company agrees to continue to be a contributing and active member of the CEP Manufacturer’s HR Council and agrees to pay associated fees to the CEP of \$1,000.00 per year during the term of this Agreement;

C. The Company agrees to become a member in good standing with the Champaign County Chamber of Commerce & Visitor’s Bureau during the term of this Agreement;

D. The Company agrees to work closely with the CEP, the Manufacturer’s HR Council and the BAC Business/School Liaison to engage the five local school district systems, the Ohio Hi-Point Career Center, and Clark State Community College (the “Local Schools”) to provide opportunities for mentorships and apprenticeships, participate in school job fairs, and any other school related activities that would benefit both the Company and the Local Schools.

7. Payment of Other Taxes. The Company shall pay such real property taxes and any applicable tangible personal property taxes as are not exempted under this Agreement and are charged against the Project and shall file all tax reports and returns as required by law in connection therewith. If the Company fails to pay such taxes or file such returns and reports, and such failure is not corrected after notice is provided by the City in accordance with Section 10 hereof, the Exemptions are rescinded beginning with the tax year for which such taxes are charged or such reports or returns are required to be filed and thereafter until the year following the tax year in which such taxes are paid and such reports or returns are filed; provided, however, to the extent permitted by law, the City may elect to reinstate the Exemptions under terms acceptable to the City. The provisions in this Section are subject to R.C. Section 5709.85, and nothing in this Agreement restricts or limits the right of the Company, or any successor, assign, or transferee to contest the valuation of the Project or the Project Site under R.C. Sections 5715.13 and 5715.19 or to contest any other Ohio state or local tax matters.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Exemptions including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the Area, or the City revokes the designation of the Area, this Agreement shall nevertheless continue in effect in accordance with its terms and any Exemption previously granted under Section 4 of this Agreement for a Building shall continue for the number of years specified under this Agreement. The preceding sentence shall not apply to circumstances where the Company materially fails to fulfill its obligations under this Agreement beyond all applicable

notice and cure periods and the City terminates or modifies the Exemptions pursuant to Section 10 of this Agreement.

10. Modification of Exemption for Material Failure. If (a) the Company materially fails to fulfill its material obligations under this Agreement and does not cure such failure within the periods specified in this Section following delivery of written notice to the City, or receipt of written notice by the City, describing such failure in reasonable detail, or (b) if the City determines that the Company's certification as to delinquent taxes required by Sections 10, 11(i), and 12 of this Agreement is fraudulent, the City may terminate or modify the Exemptions, 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. The City is authorized to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

For any written notice from the City to the Company describing in reasonable detail the Company's material failure to fulfill any obligations in this Agreement, the Company shall have ninety (90) days to correct the material failure or, if the material failure is not susceptible to cure within ninety (90) days, the Company shall commence curative action within thirty (30) days and thereafter exercise reasonable diligence to cure that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof.

11. Certification of No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which the Company is liable under Chapter 5733 [corporate franchise tax], 5735 [motor vehicle fuel tax], 5739 [sales tax], 5741 [use tax], 5743 [cigarette tax], 5747 [income tax], or 5753 [casino tax]. of the R.C., or, if such delinquent taxes are owed, the Company is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) the Company has not filed a petition in bankruptcy under 11 U.S.C. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

12. Further Representations. As of the Effective Date, the Company affirmatively represents that it does not owe: (i) any delinquent taxes to the State of Ohio or a political subdivision of the State; (ii) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

13. Restrictions on Assignment or Transfer. Except as provided for in this Section, this Agreement is not transferable or assignable without the express written approval of the City, which the City agrees will not be unreasonably delayed, conditioned or withheld. The City and the Company acknowledge that the exact legal and financing structure used by the Company in

developing, equipping and operating the Project may include additional legal entities or successor legal entities; therefore, the City hereby approves the assignment or transfer of this Agreement, in whole or in part, in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under R.C. Chapter 4582.

14. City Council Approval. The Company and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Resolution No. 2648-22 adopted by City Council on December 20, 2022.

15. Legal Authority: Binding Effect. The Parties to this Agreement respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the matters contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing and sent to both the mailing and email addresses specified below. Email delivery alone is insufficient. Paper copies must be sent by (a) registered or certified mail, return receipt requested, with online tracking information supplied by email to the recipient, and shall be deemed delivered when the return receipt is signed, refused or unclaimed by the Party to whom it is addressed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered to the Party to whom it is addressed when such Party signs for and accepts the delivery thereof. Unless changed by notice, all notices must be addressed as follows:

If to the City, to:
City of Urbana
Attn: Kerry Brugger, Director of Administration
205 S Main St.
Urbana, OH 43078
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

If to the Company, to:
Phoenix Drive Properties, LLC
Attn: Ryan Cole
1030 S. Edgewood Avenue
Urbana, OH 43078

17. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice nondiscriminatory hiring in their operations. By executing this Agreement, the Company is committing to follow nondiscriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

18. Revocation for Violation of R.C. Sections 3735.671 or 5709.62. The Exemptions shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of R.C. Section 3735.671 or Section 5709.62 or 5709.63, as such division or either of those sections are in effect as of the Effective Date prior to the time prescribed by that division or either of those sections.

19. No False Statements. The Company represents and warrants, as of the Effective Date, the Company has not knowingly made any false statements to the City regarding, or failed to provide any information required by R.C. Section 9.66(B) concerning, an application for economic development assistance in connection with this Agreement. The Company acknowledges that whoever, in an application for economic development assistance (including but not limited to an application for a real property tax exemption under R.C. Sections 3735.67 to 3735.70), knowingly makes a false statement or fails to provide any information required by R.C. Section 9.66(B) shall be ineligible for any future economic development assistance from the State of Ohio, any State agency or a political subdivision under R.C. Section 9.66(C)(1). Any person who knowingly provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(F)(1).

20. Termination. Unless terminated earlier pursuant to its terms, this Agreement shall be in full force and effect until December 31 of the year following the last tax year for which an Exemption remains in effect, after which this Agreement and the obligations of all Parties hereto shall terminate. The Company has the right to terminate this Agreement for any reason or no reason by delivering a signed writing to the City at least ninety (90) days prior to the desired termination date and subject to the terms of Section 9 hereof.

21. Estoppel Certificate. Upon request of the Company, the City shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee of the Project Site, a certificate stating: (i) that the Agreement is in full force and effect, if the same is true; (ii) that the Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Company is in default, specifying same; and (iii) such other matters as the Company reasonably requests.

22. No Personal Liability. Except as otherwise provided under Ohio law, no covenant, obligation, representation or agreement in this Agreement is deemed to be a covenant, obligation, representation or agreement of any present or future member, officer, agent or employee of Parties other than in his or her official capacity, and neither officers or employees of the City, members of the legislative authority of the City, nor any officers or employees of the Company executing

this Agreement are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

24. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

25. Applicable Law. This Agreement and all related documents are governed by, and to be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. To the extent permitted by the laws of the State of Ohio and not otherwise specified in this Agreement, this Agreement and all related documents shall be construed in accordance with law and any applicable regulations in effect as of the Effective Date.

26. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

27. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added by the parties as a part of this Agreement a provision as similar in terms to that illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

[This Space Intentionally Left Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, The City of Urbana, Ohio, by its Mayor and pursuant to Resolution No. 2648-22, adopted December 20, 2022, has caused this instrument to be executed as of this _____ day of _____, 2022,

Phoenix Drive Properties LLC

By: _____

Name: _____

Title: President, Vice President

CITY OF URBANA, OHIO

Attest: _____
Roger Steffan, City Clerk of Council

Bill Bean, Mayor

Approved as to form:

Mark Feinstein, City Law Director

Exhibit A

Description and Depiction of Project Site

The Project Site will be 17.773 acres, Parcel #K48-25-11-01-32-006-00, acquired or to be acquired by the Company as described and depicted on the map attached below:

Project Site Map

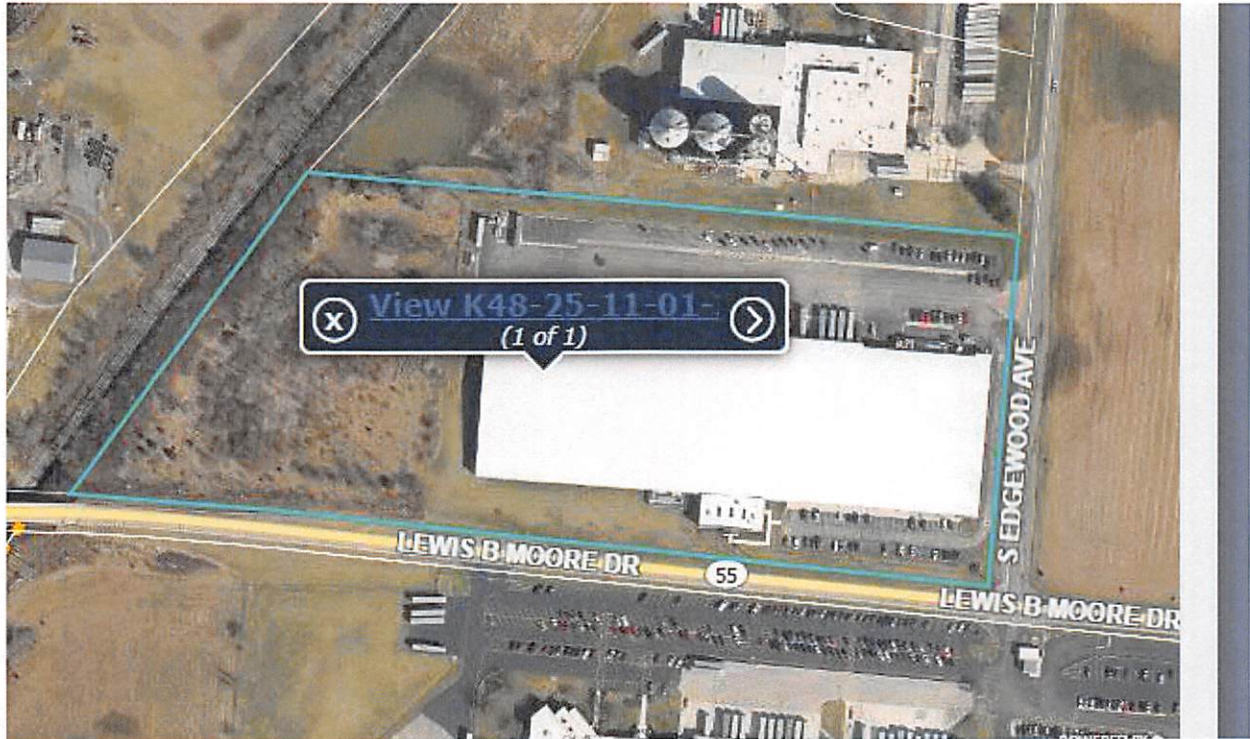


Exhibit B

Agreement Application

[Attached Hereto; this page intentionally left blank.]

Exhibit C

Annual Report

[See next page; this page intentionally left blank.]



Department of Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

COMMUNITY REINVESTMENT AREA (CRA)

2021 CRA COMPANY REPORT INSTRUCTIONS

If project remains under construction as of 12/31/2021, please check the box under the title of the online form and then enter the 2021 construction wages from the project if the project is located in a municipal corporation or a joint economic development district or zone that imposes an income tax. If the project is in a township, or a municipal corporation that does not levy an income tax, simply enter "No Income Tax" in the box.

- Question #1. Identify each business listed in the agreement (businesses, limited liability corporations, leasing companies, etc.) This may include both the owner of the real property, but also the business entity (lessee) that is operating at the project site.
- Question #2. Identify the county, local jurisdiction, and local school district in which the project is located.
- Question #3:
- The execution date is the date the agreement was last signed
 - The expiration date is the date the exemption is scheduled to end.
 - List every date the agreement was amended.
- Question #4.
- Identify the total number of full-time permanent employment positions and the associated annual payroll at the project site prior to the execution of the agreement. A full-time permanent employee is employed directly by the company and works at least 35 hours per week.
 - Identify the company's number of full-time employment positions in Ohio prior to the execution of the agreement.
- Question #5.
- If yes, list all affected Ohio communities and the number of full-time positions that were affected in any way because of the closing (this includes those that are relocated).
 - If yes, list all affected states and the number of full-time positions relocated from each state to Ohio.
- Question #6. The number of created and/or retained jobs should agree with the number contained in the executed agreement. Report "0" if no commitment was made in the agreement for a certain category, however every CRA agreement should have either a creation or retention commitment, or both.
- Question #7. Identify the number of months the business entity has to create and/or retain jobs per the agreement.
- Question #8. List the payroll that is attributed to the jobs created and/or retained in #7 per the agreement.
- Question #9. Real Property – investment in acquisition, building improvements, and/or new building construction associated with the project.
Invested Amount Exempted – amount of real property eligible for exemption as stated in the agreement.
- Question #10: Identify the real property exemption rates and terms as stated in the agreement. If the rate changes over the term of the agreement, provide the incentive schedule for the term of the agreement.

77 South High Street
Columbus, Ohio 43215 U.S.A.

614 | 466 3379
800 | 848 1300
www.development.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

Question #11:

- a. This number should reflect the business' total number of employees at the CRA project site as of 12/31/2021
- b. Identify the number of jobs created that are directly attributable to the CRA agreement.
- c. Identify the number of jobs retained that are directly attributable to the CRA agreement. This number is not a year-to-year retention but should correlate to the retention commitment in the CRA agreement.

Question #12: Indicate the new payroll associated with the numbers of new jobs attributed to the CRA agreement. This should be the annual payroll for 2021 associated with the number of jobs listed in #11b.

Question #13:

- a. Real Property – Indicate the amount of real property investment that has actually been invested as of 12/31/2021.
 - i. Indicate the amount of real property investment that is eligible for exemption, this is based upon the amount provided above (Ex: Real property investment = \$1,000,000 with a 75 percent incentive. The amount eligible for exemption is \$750,000).
 - ii. Personal Property – Indicate the amount of personal property investment that has been actually invested as of 12/31/2021.
- b. Real Property Taxes Paid – these values should reflect tax payments made during calendar year 2021. This question is looking for the total amount of the checks written for tax payments during 2021 For real property taxes foregone, these values should illustrate the savings generated in 2021 from the CRA agreement. List the amount of personal property taxes that have been paid in the most recent calendar year. Again, only list the amount of the checks written for tax payments during 2021 (Most taxpayers will not have tangible personal property liability in taxable year 2021).
- c. List the total amount of real and personal property taxes paid over the term of the project through 12/31/2021.
- d. List the total value of all other tax incentives that were given to this particular project.

Question #14: List the date of the last TIRC review of this project.

- a. Identify what the TIRC recommended.
 - b. Identify what the local government did regarding this project (i.e. continue, amend, etc.)
- If this information for #14 is not known, contact your local CRA representative.



2021 COMPANY REPORT

CRA# _____ Agreement # _____

Please provide the appropriate information for the following questions pertaining to each CRA project. Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: _____

2. Name the Local Governmental Jurisdiction(s) where the project is located: County: _____

City, Municipality, or Township: New Albany, Ohio

Local School District: _____

3. List the CRA Agreement:

a. Execution Date _____

b. Expiration Date _____

c. Amendment date(s) (please list all) _____

4. State the baseline total full-time permanent employment of the enterprise:

a. At the facility prior to the CRA agreement: _____ Payroll: _____

b. In Ohio prior to the CRA agreement: _____

5. Did the enterprise close or reduce employment at another site:

a. Within Ohio as a result of this agreement? (Y or N): _____ If yes, note community(s) and the number of full-time permanent jobs effected:

Community: _____

Jobs: _____

b. Outside Ohio as a result of this agreement? (Y or N): _____ If yes, note the state and number of full-time permanent jobs effected:

State: _____

Jobs: _____

6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement

Retain: _____

Creates: _____

7. Note the job creation period in months outlined within the CRA Agreement (#months): _____

8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:

Retain Payroll: _____

New Payroll: _____

9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:

Real Property: _____

Eligible for exemption: _____

10. State the tax exemption rates and terms granted to the business under the CRA Agreement: _____ % _____ yrs.

Actual CRA Project Information as of December 31, 2021

Project still under construction? Yes No
 If yes, supply construction wages: \$

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
- a. As of 12/31/2021:
 - b. New jobs created attributed to the CRA Agreement:
 - c. Jobs retained attributed to the CRA Agreement:
12. Identify total actual annual payroll as of 12/31/2021 attributed to the new employment (11b) resulting from the CRA Agreement: \$
13. a. State the project investment level achieved as of 12/31/2021:
- Real Property:* \$
 - Real Property Eligible for Exemption:* \$
 - Personal Property:* \$
- b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2021) (revenues should be reflective of values in question 13a above) (use best available information):
- Real Property Taxes Paid:* \$
 - Real Property Taxes forgone (business savings for most current year):* \$
 - Personal Property Taxes Paid:* \$
- c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2021 (use best available information):
- Cumulative Real Property Taxes Paid:* \$
 - Cumulative Real Property Taxes Forgone (total business savings to date):* \$
 - Cumulative Personal Property Taxes Paid:* \$
- d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$
14. Date of most recent Tax Incentive Review Council (TIRC) review of this project:
- a. TIRC recommendations from most recent compliance review:
 - b. Local government action/status: _____

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2021.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE: _____
 Signature Date

 Typed Name/Title

Exhibit D

Form of Exemption Application

[Attached hereto; this page intentionally left blank.]

EXHIBIT D

Tax Revenue Sharing Agreement

[See Attached]

EXHIBIT E

School District Approving Resolution

[See Attached]

TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF URBANA, THE URBANA CITY SCHOOL DISTRICT AND OHIO HI-POINT CAREER CENTER SCHOOL DISTRICT FOR THE PHOENIX DRIVE PROPERTIES LLC PROJECT IN THE CITY OF URBANA

This Tax Revenue Sharing Agreement (the “Agreement”) is made and entered into by and between the CITY OF URBANA, OHIO, (the “City”) the URBANA CITY SCHOOL DISTRICT BOARD OF EDUCATION (the “School District”) and OHIO HI-POINT CAREER CENTER SCHOOL DISTRICT (the “JVSD”).

RECITALS

WHEREAS, the City and the School District have determined that the exemption from real property taxes with respect to new development in the City of Urbana Community Reinvestment Area – Area 1 (CRA) will encourage new construction and promote economic development within the City and is in the best interests of the citizens of the City, the School District, and the JVSD; and

WHEREAS, Phoenix Drive Properties LLC (the “Company”), plans to construct and expand a manufacturing production and warehousing facility, including approximately 90,000 square feet of additional building footprint, supporting the employment of an estimated 157 permanent employee positions, including 40 new permanent employee positions (the “Project”); and

WHEREAS, the City has offered an 8 year – 75 percent exemption on real property taxes with respect to the construction of the Project (the “CRA Abatement”) to be specified in a Community Reinvestment Area Agreement (the “CRA Agreement”) to be entered into by the City and the Company; and

WHEREAS, the City, the School District, and the JVSD desire to enter into this Agreement to formalize income tax sharing based on the estimated payroll of the Project in accordance with Ohio Revised Code (“R.C.”) Section 3735.671 and Section 5709.82;

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the mutual promises and covenants contained hereafter, the parties hereby agree as follows:

1. DEFINITIONS

A. Local Income Tax Revenues – The total amount of income tax collected by the City for the Project based upon the authorized rate for which annual compensation is charged to an individual employee or the Company, income tax payer, lessee or other entity in the City.

B. Compensation Revenues – The total amount of compensation received by either the City or School District by the Company, taxpayer, lessee, or other entity for the Project based upon the CRA Agreement or any other compensation agreement.

C. City's Total Project Benefits – The City's tax benefit from the Project for a particular calendar year. This is calculated by adding the annual total local income tax, real property tax, personal property tax, and compensation revenues received by the City from the Project.

D. School District's Total Project Benefits – The School District's tax benefit from the Project for a particular calendar year. This is calculated by adding the annual total real property tax, personal property tax, and compensation revenues received by the School District with respect to the Project.

E. Total Combined Project Benefits – The City's and School District's combined tax benefit from the Project for a particular calendar year. This is calculated by adding the City's annual total local income tax, real property tax, personal property tax, and compensation revenues received by the City from the Project and the School District's annual total real property tax, personal property tax, and compensation revenues received by the School District from the Project.

2. PROJECT OVERVIEW

This Agreement shall apply only to the Project which is described as follows:

A. Project Description and Investment Overview: Company shall construct and expand manufacturing production and warehousing facility including approximately 90,000 square feet of additional building footprint at an estimated cost of \$4,250,000 composed of approximately \$4,250,000 for the construction of structures and other associated costs.

B. Job Creation by Company: As a result of construction of the Project, within a time period not exceeding 48 months after the commencement of construction of the aforesaid facility, the equivalent of forty (40) new full-time permanent job opportunities at the Project. The job creation period will begin June 2023 and be complete by June 30, 2027.

3. CALCULATION OF TAX SHARING

On or before the March 1st following a calendar year to which this Agreement applies (or the earliest date thereafter when data is reasonably available), the City's Housing Officer shall determine whether the payroll of employees with respect to the Project for the prior calendar year were equal to or in excess of \$1,000,000 (the "Income Tax Sharing Threshold"). If the payroll for that prior year meets the Income Tax Sharing Threshold, then the City's Housing Officer, using tax information provided by the Champaign County Auditor and City Finance Director, shall verify and provide

documentation on the amount of tax sharing that will be required by either the City or School District. The tax share amount for the calendar year shall be determined by the following factors:

1. The School District's Total Project Benefits for the Project for the concerned calendar year, and
2. The City's Total Project Benefits for the Project for the concerned calendar year, and
3. The Total Combined Project Benefits for the Project for the concerned calendar year, and
4. The amount of compensation, if any, payable under the terms of this Agreement shall be calculated.

A. For the Project and for each calendar year, the School District's Total Project Benefits for the Project and the City's Total Project Benefits for the Project shall be added together for a Total Combined Project Benefit Amount. The School District and City shall each be entitled to receive 50% of the Total Combined Project Benefit Amount. The amount payable to the School District shall be distributed to the School District and to the JVSD according to their percentage interest in the property taxes collected in that calendar year.

B. **Illustrative Example for Demonstrative Purposes Only:** In a calendar year, the Total Combined Project Benefit Amount for the Project equals \$142,000. The School District effective rate for commercial property is 59.0178 mills and the JVSD effective rate for commercial property is 2.5644 mills. In that calendar year, the City would receive \$71,000, the School District would receive \$68,043, and the JVSD would receive \$2,957.

In the event that the City receives more than 50% (and the School District and JVSD receive less than 50% on a combined basis) of the Total Combined Project Benefit Amount from its tax collections in any given year, then the City shall make a payment (allocated among the School District and the JVSD in accordance with the percentages described above) equal to the City's excess over 50% of the Total Combined Project Benefit Amount so that the amount received by the School District and JVSD on a combined basis and by the City equal 50% share of the Total Combined Project Benefit Amount. If the School District and JVSD receive more than 50% on a combined basis (and the City less than 50%) of the Total Combined Project Benefit Amount from its tax collections, then the School District is not required to make a payment to the City.

C. Payment of all amounts due and owing under this Agreement shall be made on or before sixty (60) days following the agreement of the parties regarding the calculations. In no case shall a payment be made later than October 1 of the calendar year.

4. TERM

This Agreement shall be in force and effect with respect to tax revenues for the term of the CRA Abatement. It is anticipated that the CRA Abatement shall begin on January 1, 2023 and terminate on December 31, 2031 as outlined in the CRA Agreement. If the CRA Agreement, attached as Exhibit A, is amended to extend or lessen the term or the agreement, this agreement term for the tax revenue sharing agreement shall be amended to equal the term of the CRA Agreement.

5. WAIVER OR ALTERATION

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. Any waiver, alteration, amendment, or modification of any portion of the Agreement shall not be valid unless in writing and signed by both parties hereto. As part of a CRA Agreement, an enterprise, company, lessee, or taxpayer may elect to make pilot payments to a taxing authority(s) that may result in the City and School District agreeing to a waiver, alteration, amendment, or modification of this Agreement.

6. SEVERABILITY, REFORMATION; COUNTERPARTS

Should any provision of the Agreement, or the application thereof, to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Further, should any provision of this Agreement be held invalid or unenforceable by reason of any excessive scope, restriction, or obligation, such provision shall be reformed in writing to retain such scope, restriction, or obligation to the fullest extent deemed valid and enforceable. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

7. AGREEMENT SERVES AS CITY-SCHOOL COMPENSATION IN ACCORDANCE WITH R.C. SECTION 5709.82.

The School District acknowledges and agrees that this Agreement provides only for the compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the CRA Agreement entered into among the Company and the City, and the compensation provided for herein is in lieu of any other compensation that may be provided for in R.C. Section 5709.82.

[Balance of this page intentionally left blank – Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

The City Council of the City of Urbana approved this agreement on by Resolution No. 2648-22, passed on December 20, 2022.

CITY OF URBANA, OHIO

Attest: _____
Roger Steffan, City Clerk of Council

Bill Bean, Mayor

Approved as to form:

Mark Feinstein, City Law Director

The Urbana City School District Board of Education approved this agreement on the _____ day of _____, 2022

URBANA CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Mr. Charles, Thiel, Superintendent

The Ohio Hi-Point Career Center Board of Education approved this agreement on the _____ day of _____, 2022

OHIO HI-POINT CAREER CENTER
SCHOOL DISTRICT

By: _____
Dr. Rick Smith, Superintendent

**BOARD OF EDUCATION OF THE
URBANA CITY SCHOOL DISTRICT**

RESOLUTION NO. _____

RESOLUTION APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT TO BE APPROVED BY THE CITY OF URBANA, OHIO; APPROVING A TAX REVENUE SHARING AGREEMENT WITH THE CITY OF URBANA; WAIVING STATUTORY NOTICE PERIODS; AND PROVIDING RELATED AUTHORIZATIONS.

WHEREAS, the Council (the “City Council”) of the City of Urbana, Ohio (the “City”) has, by its Ordinance 4348, adopted on February 22, 2011 (as amended By Ordinance 4574-22, adopted on July 19, 2022, and in effect from time to time, the “CRA Legislation”), established the Urbana CRA - Area 1 (the “CRA”); and

WHEREAS, to encourage economic development, the City Council intends to authorize the execution and delivery of a Community Reinvestment Area agreement (the “CRA Agreement”) among the City, and Phoenix Drive Properties LLC with respect to the real property identified on Exhibit A to the CRA Agreement (the “Project Site”) and in connection with the expansion of a manufacturing production facility (the “Project”); and

WHEREAS, under the CRA Agreement, the assessed value of the expanded structures on the Project Site and increases in assessed value attributable to remodeling shall be granted 8-year, 75% real property tax exemptions under R.C. Section 3735.67 (the “CRA Abatement”) commencing, for each separately identifiable real property improvement, on the first year such real property improvement would first be taxable were that property not exempted from taxation under the CRA Agreement, and ending on the date that is eight years from the commencement date; and

WHEREAS, the City has delivered notice of the proposed CRA Agreement to the Urbana City School District, Champaign County, Ohio (the “District”) under R.C. Sections 3735.671 and 5709.83 and requested that the Board of Education of the District (the “Board”) approve the CRA Agreement and waive all applicable notice and waiting requirements relevant to the CRA Agreement, including, without limitation, the notice requirements of R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the City proposes to enter into a Tax Revenue Sharing Agreement with the District in connection with the Project.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Urbana City School District, Champaign County, Ohio, that:

Section 1. This Board has received a copy of the CRA Agreement from the City.

Section 2. This Board hereby approves and consents to the CRA Agreement substantially in the form attached hereto as Exhibit A, including but not limited to the proposed 8-year, 75% real property tax exemptions, and authorizes and directs the Superintendent, Treasurer, or Board President to further evidence such approval and consent by execution of the CRA Agreement, with

such non-material and/or non-adverse changes as may be deemed appropriate by the officer signing such approval on behalf of the Board. Such execution on behalf of the Board shall constitute conclusive evidence of this Board's approval of any such changes. The Board further authorizes and directs the Superintendent, Treasurer, and Board President, or any of them individually, to take any further actions that are necessary, reasonable or appropriate to effectuate the CRA Agreement.

Section 3. This Board hereby approves and consents to the Tax Revenue Sharing Agreement substantially in the form attached hereto as Exhibit B and authorizes and directs the Superintendent, Treasurer, or Board President to further evidence such approval and consent by execution of the Tax Revenue Sharing Agreement, with such non-material and/or non-adverse changes as may be deemed appropriate by the officer signing the Tax Revenue Sharing Agreement on behalf of the Board. Such execution on behalf of the Board shall constitute conclusive evidence of this Board's approval of any such changes. The Board further authorizes and directs the Superintendent, Treasurer, and Board President, or any of them individually, to take any further actions that are necessary, reasonable or appropriate to effectuate the Tax Revenue Sharing Agreement.

Section 4. This Board hereby (A) waives all applicable notice requirements relevant to the CRA Agreement, including, without limitation, the notice requirements of R.C. Sections 3735.671 and 5709.83, and (B) agrees that the payments by the City to the District of the compensation set forth in the Tax Revenue Sharing Agreement shall be the sole compensation received by this District with respect to the CRA Abatement, including, without limitation, the requirements of ORC Section 5709.82.

Section 5. This Board directs the Treasurer to certify and deliver a true and complete copy of this Resolution, together with its attachments, to the City as soon as practicable after the passage of this Resolution.

Section 6. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including R.C. Section 121.22

Section 7. This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

Ayes: _____

Nays: _____

Passed: _____, 2022

BOARD OF EDUCATION OF THE URBANA CITY SCHOOL DISTRICT

By: _____

President of the Board of Education

I hereby certify that this is a true and complete copy of the Resolution adopted by a majority of a quorum of the membership of the Urbana City School District Board of Education at its meeting held on _____, 2022 as was recorded by me in the official proceedings of said Board.

_____ (signature)

Amanda Hildebrand, Treasurer

EXHIBIT A TO RESOLUTION

Draft CRA Agreement

(See attached)

EXHIBIT B TO RESOLUTION
Draft Tax Revenue Sharing Agreement
(See attached.)

EXHIBIT F

JVSD Approving Resolution

[See Attached]

BOARD OF EDUCATION OF THE OHIO HI-POINT CAREER CENTER

RESOLUTION NO. 65-22

December 14, 2022

IN THE MATTER OF APPROVING A TAX REVENUE SHARING AGREEMENT
WITH THE CITY OF URBANA; WAIVING STATUTORY NOTICE PERIODS
FOR A PROPOSED CRA AGREEMENT AND PROVIDING RELATED
AUTHORIZATIONS

Alyssa
M. KNISLEY moved the adoption of the following:

RESOLUTION

WHEREAS, the Council (the "City Council") of the City of Urbana, Ohio (the "City") has, by its Ordinance 4348, adopted on February 22, 2011 (as amended By Ordinance 4574-22, adopted on July 19, 2022, and in effect from time to time, the "CRA Legislation"), established the Urbana CRA - Area 1 (the "CRA"); and

WHEREAS, to encourage economic development, the City Council intends to authorize the execution and delivery of a Community Reinvestment Area agreement (the "CRA Agreement") among the City, and Phoenix Drive Properties LLC with respect to the real property identified on Exhibit A to the CRA Agreement and in connection with the expansion of a manufacturing production facility; and

WHEREAS, the City has delivered notice of the proposed CRA Agreement to the Ohio Hi-Point Career Center School District, (the "District") under R.C. Sections 3735.671 and 5709.83 and requested that the Board of Education of the District (the "Board") approve the CRA Agreement and waive all applicable notice and waiting requirements relevant to the CRA Agreement, including, without limitation, the notice requirements of R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Company proposes to enter into a Tax Revenue Sharing Agreement with the District in connection with the Project.

NOW, THEREFORE LET IT BE RESOLVED BY THE BOARD:

Section 1. The Board has received a copy of a draft CRA Agreement substantially in the form attached hereto as Exhibit A.

Section 2. This Board hereby approves and consents to the Tax Revenue Sharing Agreement substantially in the form attached hereto as Exhibit B and authorizes and directs the Superintendent, Treasurer, or Board President to further evidence such approval and consent by execution of the Tax Revenue Sharing Agreement, with such non-material and/or non-adverse changes as may be deemed appropriate by the officer signing the Tax Revenue Sharing Agreement on behalf of the Board. Such execution on behalf of the Board shall constitute conclusive evidence of this Board's approval of any such changes. The Board further authorizes and directs the Superintendent, Treasurer, and Board President, or any of

them individually, to take any further actions that are necessary, reasonable or appropriate to effectuate the Tax Revenue Sharing Agreement.

Section 3. This Board hereby (A) waives all applicable notice requirements relevant to the CRA Agreement, including, without limitation, the notice requirements of R.C. Sections 3735.671 and 5709.83, and (B) agrees that the payments by the City to the District of the compensation set forth in the Tax Revenue Sharing Agreement shall be the sole compensation received by this District with respect to the CRA Abatement, including, without limitation, the requirements of ORC Section 5709.82.

Section 4. The Board, pursuant to R.C. Section 5709.83(A), hereby waives the fourteen day notice period provided therein as it pertains to the aforementioned request.

Section 5. This Board directs the Superintendent to certify and deliver true and complete copies of this Resolution, together with the attachments hereto, to the County Commissioners as soon as practicable after the passage of this Resolution.

Section 6. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including R.C. Section 121.22.

Section 6. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 14, 2022

I hereby certify that this is a true and complete copy of the Resolution adopted by a majority of the full membership of the Ohio Hi-Point Career Center Board of Education at its meeting held on December 14, 2022 as was recorded by me in the official proceedings of said Board.

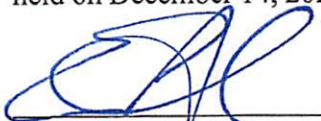

TREASURER
OHPJUSD
Board Treasurer

EXHIBIT A TO RESOLUTION

Draft CRA Agreement

(See attached)

EXHIBIT B TO RESOLUTION
Draft Tax Revenue Sharing Agreement
(See attached.)

RESOLUTION #2649-22

A RESOLUTION ENACTED BY THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO, TO AUTHORIZE THE DIRECTOR OF ADMINISTRATION TO ACCEPT GRANT FUNDING AND ENTER INTO AN AGREEMENT UNDER THE OHIO DEPARTMENT OF TRANSPORTATION'S OFFICE OF JOBS & COMMERCE ECONOMIC DEVELOPMENT PROGRAM FOR THE MIAMI AND EDGEWOOD RADIUS IMPROVEMENT (PID 117971), AND DECLARING AN EMERGENCY. (Requires one reading.)

Department Requesting: Engineering

Sponsor: Cledis Scott

WHEREAS, local manufacturers are currently constructing new or expanding existing facilities along South Edgewood Avenue; and

WHEREAS, an increase in truck traffic and other commerce will be seen along South Edgewood Avenue as a result; and

WHEREAS, the existing southeast radius of Miami Street and South Edgewood Avenue is already insufficient at accommodating turning truck traffic originating from area facilities; and

WHEREAS, based on a recommendation within the Traffic Impact Study completed on behalf of Sutphen Corporation, the City of Urbana finds it necessary to widen the southeast radius of Miami Street and South Edgewood Avenue; and

WHEREAS, a consultant, on behalf of Sutphen Corporation, designed and estimated the aforementioned radius improvement; and

WHEREAS, the necessary right-of-way has been acquired to complete these improvements to the southeast corner of Miami Street and South Edgewood Avenue; and

WHEREAS, the City of Urbana plans to incorporate the radius improvement into its wholesale curb and gutter improvements planned for 2023 on Miami Street; and

WHEREAS, the City Administration engaged the State of Ohio Department of Transportation's (ODOT) Office of Jobs & Commerce about discretionary funding for this radius improvement, based on the manufacturing expansions currently underway; and

WHEREAS, a grant agreement was offered through the Jobs & Commerce Economic Development (JCED) Program for payment of 74% of the project costs, up to \$41,000, to improve this radius; and

WHEREAS, the City of Urbana desires to proceed with the Miami and Edgewood Radius Improvement Project (PID 117971).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio, a majority of the members of Council present concurring, that:

SECTION ONE.

The Director of Administration is hereby empowered on behalf of the City of Urbana, as grantee, to execute the grant agreement, attached as Exhibit A, for funding through the ODOT JCED Program for the stated project.

SECTION TWO.

The City of Urbana agrees to pay One Hundred Percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio Department of Transportation.

SECTION THREE.

The City of Urbana further commits to budgeting for and appropriating the required local match dollars required for the project.

SECTION FOUR.

Upon completion of the described project, and unless otherwise agreed, the City of Urbana shall: (1) provide adequate maintenance for the described project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described project; (3) if necessary, maintain the right-of-way, keeping it free of obstructions; and (4) if necessary, hold said right-of-way inviolate for public highway purposes.

SECTION FIVE.

The Director of Administration is hereby empowered on behalf of the City of Urbana to enter into an agreement with the Director of the Ohio Department of Transportation that is necessary to complete the above described project.

SECTION SIX.

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 SEVEN.

This Resolution is hereby declared an emergency measure as it relates to addressing public health, safety and welfare and shall become effective immediately (December 20, 2022) upon its passage.

PASSED: _____

President, City of Urbana Council

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2022.

Mayor, City of Urbana

REVIEWED: *[Signature]* 12/14/2022
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



GRANT AGREEMENT

Project Information			
Grantee:	City of Urbana	PID:	117971
Project:	CHP Miami & Edgewood Radius Impr	Agreement No:	38567
Total Eligible Costs:	\$55,583	Percentage:	74%
Final Reimbursement by:	December 31, 2024	Maximum Grant Funds:	\$41,000
Scope of Work: Improving the radius at the intersection of Miami Street and Edgewood Avenue in the southeast corner to accommodate truck movements in this industrial corridor for five expanding companies. Radius improvements will also include curb and gutter to improve drainage around the radius.			
Grantee Contact			
Name:	Kerry Brugger	Title:	Director of Administration
Address:	205 South Main Street		
City:	Urbana	Zip:	43078
Email:	Kerry.brugger@ci.urbana.oh.us	Phone:	937-652-4302
ODOT Contact			
Regional Manager:	Adele Evans		
Address:	505 South SR 741		
City:	Lebanon	Zip:	45036
Email:	Adele.Evans@dot.ohio.gov	Phone:	614-507-9368

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (“**Grantor**”) hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and the **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements for the Project listed above (hereinafter referred to as the PROJECT).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The GRANTEE will construct the PROJECT as listed above.
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program (“JCED”) funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The GRANTEE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total eligible costs for the PROJECT is estimated as listed above. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.
- 2.2 ODOT shall provide to the GRANTEE the percent of the eligible costs, up to a maximum as set forth on page one of this Agreement. The GRANTEE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and GRANTEE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The GRANTEE shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The GRANTEE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The GRANTEE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 2.5 The GRANTEE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is as set forth on page one of this Agreement. The GRANTEE may ask for one extension of up to one year of this agreement if adequate funds have been appropriated.
- 2.6 Reimbursement to the GRANTEE shall be submitted to the Grantee Contact and address as set forth on page one of this Agreement.
- 2.7 Jobs & Commerce Economic Development Program funds are specifically used for the improvement or construction of publicly owned roadways that support: job creation or job retention and private sector investment. In the event any of these criteria are compromised or all together cancelled, ODOT reserves the right to terminate any or all of this agreement
3. PROJECT DEVELOPMENT AND DESIGN
- 3.1 The GRANTEE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the GRANTEE, arising out of or related to any contract entered into by the GRANTEE for the work to be performed by the GRANTEE on this PROJECT is the responsibility of the GRANTEE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.
4. CERTIFICATION AND RECAPTURE OF FUNDS
- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the GRANTEE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.
5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the

Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The GRANTEE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the GRANTEE's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the GRANTEE:

To the Grantee Contact and address as set forth on page one of this Agreement.

If to ODOT:

To the ODOT Contact and address as set forth on page one of this Agreement.

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees as follows:

7.1 The GRANTEE will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

7.3 Compliance with Regulations: The GRANTEE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

7.4 Nondiscrimination: The GRANTEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the GRANTEE, including procurements of materials and leases of equipment. The GRANTEE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.5 Solicitations for the GRANTEE, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the GRANTEE of the GRANTEE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

7.6 Information and Reports: The GRANTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

GRANTEE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 7.7 Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the GRANTEE under the Agreement until the GRANTEE complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 Incorporation of Provisions: The GRANTEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The GRANTEE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the GRANTEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the GRANTEE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the GRANTEE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and COUNTY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

8. GENERAL PROVISIONS

- 8.1 *Record Retention:* The GRANTEE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the GRANTEE's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The GRANTEE agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the GRANTEE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The GRANTEE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the GRANTEE and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

GRANTEE
as set forth on page one of this Agreement.
OR AUTHORIZED REPRESENTATIVE

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

Signature: _____

By: _____
Jack Marchbanks, Ph.D Director

Print: _____

Title: _____

Date: _____

Date: _____