

**URBANA CITY COUNCIL
REGULAR SESSION MEETING**

November 7, 2023

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

Urbana City Council meetings are 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 be made in person. Due to this, the ability to comment on City Council Facebook streams will be disabled.

- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Approval of Minutes:** Urbana City Council Regular Meeting Minutes of October 17, 2023.
- **Communications:**
 1. City of Urbana Shade Tree Commission Minutes from June 8, 2023, August 17, 2023, and September 14, 2023. (See Attached)
 2. City of Urbana 3rd Quarter 2023 Highlights (See Attached)
 3. Letter from City of Urbana to Mr. Richard Cordle dated November 1, 2023 (See Attached)
- **Board of Control:**
 1. The Board of Control recommends Council authorize a purchase order to The Shelly Company in the amount of \$387,097.20 for the FAA Hangar Taxi-lane Pavement Rehabilitation project at Grimes Field Airport. The FAA eligible portion of the project, \$246,589.20, will have 90% FAA grant funding, 5% ODOT grant funding, and 5% local funding. The remaining \$140,508.00 of the project will be paid from the Airport Fund reserves and is not in the 2023 budget. **VOTE: 3-0**
 2. The Board of Control recommends Council authorize a purchase order to PFund Superior Sales in the amount of \$11,186.51 for the increased cost associated with the change from a 2022 to a 2023 Ford chassis for the Life Line EMS Vehicle for the Fire Division. City Council approved the EMS vehicle purchase on May 3, 2022 in the amount of \$276,925.00. The additional expense will be charged to the Police & Fire Capital Improvement Fund and is in the 2023 budget. **VOTE: 3-0**
 3. The Board of Control recommends Council authorize a purchase order to 3C Industries in the amount of \$74,179.00 for the dorm restroom renovation in the Fire Division. This expense will be charged to the Police & Fire Capital Improvement Fund and is in the 2023 budget. (See attached). **VOTE: 3-0**

**** Footnote:**

On September 25, 2023, the Park Board approved the release of \$10,110.00 from the Park & Recreation Trust Fund for the striping of the three pickleball courts located in Melvin Miller Park. The city issued a purchase order to Total Tennis Inc. in the amount of \$12,350.00 to complete the project. The difference, \$2,240.00, was paid from the Capital Improvement Fund – Parks.

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

Ordinances and Resolutions

Old Business:

Third Reading: None

Second Reading: None

New Business:

First Reading:

Ordinance 4552-23: An ordinance to revise the Codified Ordinances by adopting current replacement pages. (One reading required)

Resolution 2676-23: A resolution amending Community Reinvestment Area agreements by and between the City of Urbana and the Ultra-Met Company. (One reading required)

Resolution 2677-23: A resolution authorizing the Director of Administration of the City of Urbana to execute the SFY2024 ODOT matching grand offer for the FY2023 Federal Aviation Administration (FAA) Airport Improvement Program (AIP), No. 3-39-0080-028-2023, at the Grimes Field Airport (I-74), and declaring an emergency. (One reading required)

Resolution 2678-23: A resolution approving the execution of a community reinvestment area real property tax abatement agreement between the City of Urbana and Willman Sellman Improvements LLC; approving a school donation agreement; and declaring an emergency. (One reading required)

Resolution 2679-23: A resolution to authorize the Director of Administration of the City of Urbana to prepare and submit a supplemental loan application and/or amendment to the project agreement with the Ohio Public Works Commission (OPWC) for the South High Street Improvements (CHP-South High Street-000, ODOT PID #112019) for additional loan funding through the OPWC loan program; to authorize the Mayor to execute contracts or contract amendments as required; and to further authorize the Director of Finance to make the necessary assurances for this supplemental loan as required, and declaring an emergency. (One reading required)

• **Department Liaison Reports:**

- **Miscellaneous Business:**

1. Council
2. Administration
3. Council Clerk

- **Next Meeting:** Tuesday, November 21, 2023

Executive Session: Pursuant to Ohio Revised Code section 121.22(G)(2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code.

- **Adjourn**

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, OCTOBER 17, 2023**

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

City Staff attending: Director of Administration Kerry Brugger, Mayor Bill Bean, Director of Director of Finance Chris Boettcher, Police Chief Matt Lingrell, and Fire Chief Dean Ortlieb

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

Wreaths Across America:

Pat Detwiler and Kim Snyder spoke about the program happening on December 16, 2023 at Noon in Oak Dale Cemetery. They passed out order forms to sponsor wreaths.

Ms. Snyder stated Oak Dale is the largest cemetery in county and also has the largest proportion of veterans (1,758 veterans at least). She informed Council that the public should notify Buzzy Moore if a veteran tombstone needs marked.

Oak Dale has veterans from the Revolutionary War to current day conflicts.

This is currently year six for the program in Urbana. The ladies stated it provides an access point for community involvement. This program takes a lot of work and uses a lot of volunteers.

Mr. Paul stated it is a great program and asked if the event itself is about half hour. Ms. Snyder stated the timing depends on if a firing squad is present. If it is, the presentation takes 18 ½ minutes. She added that the program has enough people to lay wreaths. Instead, the issue is with sponsorship. Last year, they were 500 short. The year before they were accidentally sent a double order.

Ms. Jumper asked if the information is already on the website to be shared. Ms. Snyder stated they are checking into doing a Facebook page for the chapter. She added that she would connect contact information.

Last year, 2,700 cemeteries participated globally.

Minutes

Ms. Truelove moved to put the minutes of October 3, 2023 on the floor for discussion and possible approval. Mr. Paul seconded.

No comments/corrections from Council.

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

Communications:

1. Re-Imagine North Main Street Open House (See Attached)

Mr. Thackery moved to place the communication on the floor for discussion and possible acceptance. Ms. Jumper seconded.

Mr. Brugger stated the project was in full swing with the survey recently closing down. The open house will be October 30th, 6-8 pm. It is a public event to look at different stations regarding the project.

Mr. Paul stated that residents are happy that North Main Street was finally getting attention.

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

Administrative Reports – Board of Control: None

Citizen Comments:

Rick Cordle (1001 S. Main St.)

Mr. Cordle previously spoke to Council. He is concerned nothing is going to happen regarding traffic at the intersection of South Main Street and Broadway. He is frustrated with Urbana City schools with the bus dropping students off on the other side of the street and is fearful for an accident.

He is also concerned Broadway is blocked during the school release hours. He invited Council to sit on his porch during these hours and smell the exhaust. Finally, he is also concerned with snow plows getting through. He notes traffic already has to drive into his yard by a foot or two. He believes it would be better suited as a one-way street.

Brice Creager (17 Monument Square)

Mr. Creager stated he believed parking was becoming an issue in the downtown square. He would like to see some type of enforcement. He stated that there does not necessarily need to be more spots, only enforcement.

ORDINANCES AND RESOLUTIONS

Third Reading:

Ordinance 4597-23: An Ordinance authorizing the Director of Administration to enter into a pre-annexation agreement with the landowner of approximately 36.021 +/- acres of land located on Ohio State Route 29 near Dugan Road, Parcel Nos. K41-11-11-11-00-025-00 and K41-11-11-11-00-023-00, which is contiguous with the boundaries of the City. (Three readings required)

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

Mr. Brugger stated that after two readings, this ordinance was pretty well explained. He added that this doesn't guarantee anything happens anytime soon, but sets the property up for potential development.

No comments/questions from Council.

Roll call on passage: Mr. Scott, yes; Mr. Paul, yes; Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; and Ms. Jumper, yes.

Ordinance passes 6-0.

Second Reading: None

First Reading:

Resolution 2646-23: 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 resolution on the floor for discussion and possible passage. Mr. Thackery seconded.

Council Clerk Steffan spoke on behalf of this resolution in his role as Assistant Prosecutor. He stated that under Marsy’s law, victims of crimes have the right to take an active role in the legal process. The Ohio Attorney General has set up a grant program to provide funding for advocates throughout the State of Ohio. The City of Urbana has a part-time victim advocate whose salary is paid by this grant. Mr. Steffan added that the grant amount the City receives has remained the same for the past few years.

Mr. Paul asked Ms. Boettcher about the local match by the City. Ms. Boettcher stated the City is required to cover twenty percent of the costs, and added the City is reimbursed from the Attorney General’s office through monthly reports.

Roll call on passage: Mr. Paul, yes; Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; Ms. Jumper, yes; and Mr. Scott, yes.

Resolution passes 6-0.

Resolution 2675-23: A resolution authorizing the Director of Administration to execute an agreement with the Regional Income Tax Agency (RITA) to participate in the Regional Council of Governments for the purpose of administration and collection of municipal income tax in the City of Urbana, Ohio, and declaring an emergency. (One reading required)

Mr. Thackery moved to put this resolution on the floor for discussion and possible passage. Ms. Jumper seconded.

Ms. Boettcher thanked everyone for stopping in to talk about the change. RITA was formed in 1971 to collect taxes for cities. Currently 40 Ohio cities participate. With RITA, Urbana citizens will be able to file income tax services online, something not currently provided. Citizens can still do paper forms as well. RITA collects and retains a two percent fee, which is approximately \$150,000. Currently the salary for an income tax clerk plus postage and supplies is about \$104,000.

Mr. Paul stated he is a big believer of finding specialties. He thinks the City will probably collect a bit more than previously could as well. He asked if there were other areas of Finance that are affected by joining RITA. Ms. Boettcher stated there would be a reduction of software costs due to not using the software. She added RITA can actively find people not paying, something the

City does not have access to those types of resources. She added the City is not as proactive as it needs to be.

Mr. Scott asked when this would be up and running for the City. Ms. Boettcher stated if approved tonight, it would be up and running February 1st.

Ms. Jumper offered thanks for reaching out to each Council member and explaining it.

Mrs. Collier believes it is very user friendly.

Mr. Thackery thanked Ms. Boettcher as well.

Mr. Paul asked how long the agreement would be. Ms. Boettcher stated the City would have to give a six month notice to leave RITA.

Roll call on passage: Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; Ms. Jumper, yes; Mr. Scott, yes; and Mr. Paul, yes.

Resolution passes 6-0.

Department Liaison Reports:

Ms. Truelove stated she recently had a conversation with Mr. Feinstein regarding the President's role in the charter. She would like to research it a lot more than she has.

Miscellaneous Business:

Mr. Thackery stated he recently partook in the citizens police academy. He stated it was an awesome program and recommend everyone take it. He sleeps better at night knowing the quality of officers and management of chiefs. He also congratulated the 150th anniversary of UFD and appreciates both of the City's chiefs.

Ms. Truelove stated she would like to cancel the work session. Mr. Thackery seconded. President Hess called for a voice vote. Cancellation approved, 5-1. (Mr. Paul voted nay)

Ms. Jumper thanked the Mayor for the invite to the breast friends forever gala. She also appreciates both chiefs.

Ms. Boettcher thanked Council for approving resolution to join RITA.

Mr. Brugger stated leaf collection started this week. He believes it will ramp up over the next week or so. He added the Compost facility is still open regular hours. He stated the FAA contract got caught up in snail mail and it should be here for the next meeting.

He also urged everyone to check out the renovated pickleball court. Ms. Truelove asked when the compost facility will close. Mr. Brugger answered sometime in December.

Chief Ortlieb thanked everyone for supporting UFD and urged everyone to keep sending potential recruits their way. Applications due next Tuesday.

Chief Lingrell stated there has been theft of signs at the City park and urged everyone to keep an eye out for suspicious activity.

Council Clerk Steffan stated next meeting will have a replacement pages ordinance from Walter Drane. He added it will be larger than usual, so anyone that would like a more-detailed explanation of changes should come into the Council office to take a look instead of adding two hundred pages to the next agenda packet.

Mayor Bean stated it was a great time at the 150th Anniversary of the UFD. He appreciates everything Chief did to put the event together. He also thanked Ms. Jumper, Ms. Truelove, and Mr. Scott for joining at the breast cancer dinner. He added it was a wonderful evening.

Ms. Jumper moved to adjourn. Ms. Truelove seconded. Voice vote on approval: all ayes, nays none. Motion passes 6-0.

ADJOURNED AT 6:44 p.m.

NEXT SCHEDULED MEETING
November 21, 2023 at 6:00 p.m.

Council Clerk

Council President

City of Urbana Shade Tree Commission Minutes-June 8, 2023 at 4:30PM (177)

Roll Call and Introductions:

Present: Jim Lemon; Doug Crabill; Stephanie Truelove; Lynn Mintchell; Doug George; Tracy Brock; and Bob Jumper, Oak Dale Supervisor (Public Works Representative)

Absent: Cindy Dunham

Reading and Approval of Minutes (5/18/2023)

The minutes from the May 18, 2023 meeting were discussed and edits proposed. Doug Crabill will forward edits to Cindy Dunham (Tree Commission Secretary) and motioned to accept these minutes with edits, and Lynn Mintchell seconded this motion. Minutes were approved 7-0.

Old Business:

Memorial Tree Program Update: No change.

Oak Dale Cemetery Arboretum Update: All trees in the cemetery will be labeled, located and documented as part of the MPower effort. "Big" trees were discussed. Bob Jumper noted that our State Champion Post Oak is in significant decline. Several other big old Post Oaks are on the state list. Three of our Amur Corktrees are the largest in Ohio. We also have the second largest Colorado Spruce. Jim Lemon met with Kerry Brugger and Deb Aksenczuk to discuss plans for an announcement event for the arboretum to be held this (2023) Autumn.

2022 Tree City USA Application Update: With the establishment of the arboretum, we should be considered eligible for a Growth Award. Doug Crabill will research background and requirements.

Memorial Trees (Fall 2022)- Marker installation

Doug Crabill reported that markers for the 4 Fall 2022 trees are ordered and working their way through the process. Once they are received, they will need to be placed. Once placed, the listing will need to be updated for the City web site, and donors notified. This includes the London Planetree planted this spring at the YMCA.

Oak Dale Cemetery-Newer Tree Plantings-Mulching

No new work on mulching trees. Status will be reviewed when markers are placed. We will work with Park and Cemetery employees on mulch and watering.

Tree pruning is needed on Scioto. It will also be needed on Miami when the curb work is complete.

Jim printed out the current street tree from his database. Data needs validation by walking the streets. The last update was 2020.

New Business:

Tracy Brock received her letter of appointment and is an official member!

Jim Lemon reported on contact with Brotzman's Nursery as a provider for bareroot tree stock. Brotzman's is a NE Ohio business. They seem willing to help us address our tree needs. Further research and discussion needed.

Misc. Business:

Meeting adjourned: Motion to adjourn made by Doug Crabill and seconded by Stephanie Truelove. All in favor 5-0.

City of Urbana Shade Tree Commission Minutes-September 14, 2023 at 4:30PM (179)

Roll Call and Introductions:

Present: Jim Lemon; Doug Crabill; Stephanie Truelove; Lynn Mintchell; and Ryan Lantz, City Parks Supervisor (Public Works Representative)

Absent: Cindy Dunham, Doug George, Tracy Brock

Reading and Approval of Minutes (8/17/2023)

The minutes from the August 2023 meeting were reviewed. Stephanie Truelove motioned to accept the minutes with edits, and Lynn Mintchell seconded this motion. August 2023 minutes were approved 5-0.

Old Business:

Memorial Tree Update: Ryan Lantz discussed review of Memorial Trees and markers at Melvin Miller Park. Two markers were found to be damaged and will be replaced. All markers at the park are now uniformly set. Changes in management should help moving forward. Mulching will be done as time allows. The Commission recommends similar process at Oak Dale.

We will plan on 10 Memorial Trees for fall planting, 4 from submitted applications, 6 purchased with donated funds (Kerns). This will supplement tree diversity at Oak Dale and contribute to our species list for the Arboretum. Doug Crabill has the new Brown & Sons catalog and will draft a tree selection for review. Our normal process has included a number of oak trees, Brown & Sons wait for tree dormancy before they dig fall trees. This has meant tree delivery in late Nov, early Dec.

Fall Pruning: Ryan Lantz has been pruning at the park and on Water St as his time allows. Pruning was also requested and completed on US36 near TSC. Pruning is needed on Scioto and other street tree locations. Damage pruning is also needed on Miami when the paving is complete.

Urbana Web site/Tree Commission page: Doug Crabill will get Tracy Brock added to the Commission membership list and add the minutes from 2023 meetings. Jim suggested removing Amur Cork from list of recommended trees since this species is now listed as invasive.

Oak Dale Cemetery Arboretum – no update. Kerry Brugger and Jim Lemon plan to meet at Oak Dale.

2022 Tree City USA Application Update: Doug Crabill will research the Growth Award Application.

No progress on Street Tree Inventory. Data needs validation by walking the streets. The last update was 2020.

New Business:

Spring Bareroot Planning: We will pursue two orders for spring planting: one each from Brotzman's and Schichtel's. We will need to work through a new process of receiving and handling bareroot stock.

Removals: Jim got a copy of a removal permit (this was the first and only). A letter went to property owners that had trees with issues. It would be helpful to know who received letters and what work has been done.

This led to a wide-ranging discussion of the Shade Tree Ordinance, property own responsibilities, and resources. Jim also contributed on his recent discussions with Mark Muirhead (Street Supervisor) and Davey Tree regarding needed street clearance and a Davey service for Programmatic Planning for Urbana trees. Essentially, Davey Resource Group could provide inventory and planning reports that would help manage our street trees. The prepared proposal is being distributed to Commission members. The Commission members present were supportive of the proposal but also understand resource constraints.

Deer damage: Young bucks are now active and busy at a number of our trees. Ryan and Jim have been replacing tree guards as they see activity.

Meeting adjourned: Motion to adjourn made by Stephanie Truelove and seconded by Lynn Mintchell. All in favor 5-0.

City of Urbana Shade Tree Commission Minutes-August 17, 2023 at 4:30PM (178)

Roll Call and Introductions:

Present: Jim Lemon; Doug Crabill; Stephanie Truelove; Lynn Mintchell; Doug George; Tracy Brock; Kerry Brugger (Director of Administrator); and Bob Jumper, Oak Dale Supervisor (Public Works Representative)
Absent: Cindy Dunham

Old Business:

Oak Dale Cemetery Arboretum Update: Kerry Brugger provided an overview on progress with tree designation, signage, and plans for a kiosk. We now plan for a ceremony and ribbon-cutting event for October. Kerry and Jim will meet at Oak Dale to review.

2022 Tree City USA Application Update: With the establishment of the arboretum, we should be considered eligible for a Growth Award. Doug Crabill will research the Growth Award Application.

Memorial Tree Program Update: No change. Intended progress is validating trees, markers, GPS coordinates, web listing. We have not promoted Memorial Trees this summer and have no applications. We should revisit existing memorial tree to check on status of tree, markers, and locations.

We have gotten our memorial paver markers through Bryce Hill. They will no longer be providing this service. We will explore new contact with Roby Memorial for marker replacement.

We will plan on 5-10 trees for fall planting, purchased with donated funds. This will supplement tree diversity at Oak Dale and contribute to our species list for the arboretum. Bob says all the equipment will be available for new fall plantings. This is typically done after Thanksgiving. We have been getting fall trees from Brown & Sons.

Bob reported on dead trees at Oak Dale. Some of our new fall trees can go in these locations.

Tree pruning is needed on Scioto and other street tree locations. Damage pruning is also needed on Miami when the paving is complete.

No progress on Street Tree Inventory. Data needs validation by walking the streets. The last update was 2020.

Spring Bareroot Planning: We have information from two nurseries, Brotzman's and Schichtel's, that are servicing municipalities. The tree cost is higher than our previous arrangement, as is packaging and shipping. The Schichtel catalog and an excerpt of the Brotzman inventory were shared. We will need to work through a new process of receiving and handling bareroot stock.

Reading and Approval of Minutes (5/18/2023)

The minutes from the June 8, 2023 meeting were discussed. Stephanie Truelove motioned to accept the minutes with edits, and Doug George seconded this motion. Minutes were approved 7-0.

Meeting adjourned: Motion to adjourn made by Doug Crabill and seconded by Lynn Mintchell. All in favor 7-0.



TO Mayor Bill Bean and Members of Urbana City Council
FROM Staff
SUBJECT Division Activities Report
July - September

DATE: October 25, 2023

CEMETERY

Total Burials: 22
Including Saturday (a.m.): 6
Saturday (p.m.): 0

Total Graves Sold: 8
(Including)
Shepherd Mausoleum: 0 (Niche)
Shepherd Mausoleum: 0 (Crypt)
Legacy Mausoleum: 9 (Niche)
Legacy Mausoleum: 2 (Crypt)

Misc. Sales: 8 (Vases, Plaques, Emblems)

Notes:

- Front entrance, mausoleums and large cemetery flower urns were re-planted for the fall season; removed three(3) storm damaged trees; dug/prepped 31 foundations (scheduled to pour 4th Quarter); August 11 was the last day for the 2023 seasonal employees.

ZONING & COMPLIANCE

Overview

- Continued enforcement of the city’s zoning and nuisance code; completed one (1) demolition.
- Continued enforcement of the city’s grass nuisance code.
- Reviewed and issued various large-scale commercial development projects.
- Worked with the County Health Department, Urbana Police Division and other internal city departments to improve and streamline the process of condemnations and the resulting enforcement due to water shutoffs, poor conditions, etc.
- Developing a property maintenance code to address gaps that currently exist in the city’s zoning and nuisance code.
- Continuing to work on rewriting Chapter 1112 - City Center Heritage Overlay District.
- Continuing to revamp and enforce the city’s vacant registration program.
- Working on updating the city’s sign ordinance.
- Working with various local developers on significant downtown renovation efforts.

Statistics

- 38 zoning and nuisance violations issued
- 54 grass nuisance violations issued for the season
- 59 new zoning permits issued

PARKS, RECREATION AND GROUNDS DIVISION

- Goosebusters LLC completed their 2023 goose control process in September; a noticeable improvement in decreasing the population, allowing visitors and sports teams a more enjoyable visit to Melvin Miller Park.
- Completion of another successful city pool season, managed by The Champaign Family YMCA.
- Layout, line and setup the following areas for the fall season:
 - 1 pee wee tackle football field – grades 3-6
 - 11 soccer fields – ages 3-14
- Fall recreation and club soccer season, with approximately 225 children using the park and fields multiple days a week.
- Hosted the Pee Wee tackle football season; 54 children utilizing the park and fields 3 to 4 days a week

- Completed pickleball court project by installing wind screen on fencing and painting/lining the courts
- Clean-up and removed overgrowth of Honeysuckle along bike path at Old Farm Rd. heading into the park
- Prepared fields for two Men's slow pitch teams during their late summer and fall softball leagues including several tournaments.
- Hosted multiple disc golf tournaments.
- Prepared for fifteen building rentals and eight stage rentals for parties and meetings.
- Planned and helped complete Evan Meyer's Eagle Scout Service project of installing a shade sail in the pool area.
- Began construction on 2023 Leadership Campaign project which includes permanent dugout covers on field #4 in the quad area.
- Power washed both shelter houses as needed and Deck building in preparation for paint.
- Trimmed trees and edged sidewalks and curbs throughout city grounds.
- Continued daily responsibilities of the parks, nuisance/ city wide mowing, roundabout and municipal buildings.

AIRPORT

- We received final approval from the FAA for our grant request to replace the pavement that surrounds t-hangar buildings "A" and "B" (Taxi lanes "E" and "F"). The work will be done in 2024.
- Ageless Aviation Dream Foundation returned to Grimes and gave Boeing Stearman Open Cockpit Bi-Plane rides to veterans. This year veterans from all 3 Ohio Masonic Homes plus Premier Health were among the riders. Foundation founder Darryl Fisher gave their 6,000th ride to 100-year-old Navy Veteran Don Muncy of Springfield Masonic Home here at Grimes.
- The Vietnam Travelling Wall arrived in Urbana Wednesday September 20th. The unit stayed overnight at the Cobblestone Hotel, then was escorted through town on route 68 (parade style) to the old Armory Site (now Mid America Flight Museum) where it was assembled. A public ceremony was held on Saturday, September 23 at 10:00 am, after which the VFW & Vietnam Wall group quickly gathered downtown to join the Hoopla Parade. The Vietnam Wall was displayed until teardown Monday morning, September 25th at 9:00 am. Many visitors were welcomed to the wall while it was here, some of who would not otherwise get to experience this amazing tribute to those who lost their lives. The local VFW / DAV Joint Post was instrumental in the success of this event.
- Manpower and equipment from Grimes Airport helped with the 9/11 event at Freedom Grove.
- The Champaign County Hot Air Balloon Festival was held September 8th and 9th. Weather prohibited inflating the balloons both nights, rained Friday night and windy Saturday night, but it was still an enjoyable time. Food, Music, Kids activities.
- ODOT Aviation group is currently doing their 10-year System Plan Update, and Grimes is a member of the Project Advisory Committee.
- Grimes also represents all GA airports at the ODOT Aviation statewide Eclipse meetings.
- MERFI (Mid-Eastern Regional Fly-In) – a general aviation fly-in was held August 19th and it was nearly a record crowd. Perfect weather, great pancake breakfast and a car show to boot!
- Two concrete sidewalks were installed, one leading to the flight school entrance, and the other located at the public entrance to the ramp when events are held. A surround was constructed around the airport dumpsters, painting remains to finish the job.

Future Planned Events

- Par Asphalt Sealcoating & Maintenance will sealcoat runway cracks during 4th qtr.
- The Vietnam Wall has been scheduled to return to Urbana in June 2026.
- 2024 Hot Air Balloon Festival is scheduled for September 13th and 14th

- 2024 MERFI will be August 17th, look for expanded family activities
- November 2 Grimes Planning Meeting with the FAA, where we develop and plan for the coming years

Future Planned Projects:

- Airport Beacon Replacement
- AWOS Replacement
- Grimes Hangar Roof & Siding repair/replace
- Airport Master Plan Update
- Terminal Building Maintenance & Development
- Runway Micro Surface & Markings
- Airfield Lighting Update
- Fuel System Move from Copper

FIRE DIVISION

News

- Probationary Firefighter Edward Mussi Jr. and Firefighter Jonathon DeCola left the division.
- The firefighter eligibility list was extended for three months to January 31st, 2024.
- Received a new command vehicle from Kehl’s Chevrolet, once in service the vehicle will become the new chief’s vehicle.
- The Division participated in countywide training for air ambulance landing zones, auto extrication, and the Ohio Fire Academy burn trailer.
- Logged 1253 hours of training for the quarter.
- Participated in public outreach programs of Touch a Truck, pizza with first responders, and the 911 memorial at Freedom Grove.

Administrative

3rd Quarter Inspections by Type	
Inspection Type	Amount
Building	243
Complaint	17
Day Care	1
Fire Alarm	19
Fire Protection	47
Food Truck/Festival	173
Foster Care	4
General	22
New Business	1
Occupancy	13
Plan Review	11
Pre & After School Programs	3
Re-inspection	221
Total	775

Operations

3rd Quarter Incidents			
Incident Type	Amount	Daily Average	Daily Average Year to Date
EMS	670	7.28	7.21
Fire	61	.66	.68
Rescue	56	.61	.65
Totals	787	8.55	8.53
Multiple incidents in progress	160	1.74	1.71
Transports	491	5.34	5.22
Mutual aid received	22	.24	.13
Mutual aid given	29	.32	.47

EMS/Fire District Statistics

2023 Concord Township Incident Statistics								
Quarter	EMS	Avg	Fire	Avg	Rescue	Avg	Total	Avg
1st	13	0.1					13	0.1
2nd	4	0.0					4	0.0
3rd	7	0.1					7	0.1
4th	0	0.0					0	0.0
Total	24	0.1	0	0.0	0	0.0	24	0.1

2023 Salem Township Incident Statistics								
Quarter	EMS	Avg	Fire	Avg	Rescue	Avg	Total	Avg
1st	20	0.2	6	0.1	2	0.0	28	0.3
2nd	19	0.2	3	0.0	4	0.0	26	0.3
3rd	17	0.2	5	0.0	3	0.0	25	0.3
4th	0	0.0	0	0.0	0	0.0	0	0.0
Total	56	0.2	14	0.0	9	0.0	79	0.3

2023 Urbana Township Incident Statistics								
Quarter	EMS	Avg	Fire	Avg	Rescue	Avg	Total	Avg
1st	126	1.4	10	0.1	18	0.2	154	1.7
2nd	128	1.4	22	0.2	12	0.1	162	1.8
3rd	110	1.2	12	0.1	16	0.2	138	1.5
4th	0	0.0	0	0.0	0	0.0	0	0.0
Total	364	1.3	44	0.2	46	0.2	454	1.7

PUBLIC WORKS

STREET DIVISION

Street sweeper operations

- 48.99 tons of sweeper debris collected from city streets.
 - 111.5 hours total broom time was logged.
 - Disposal cost \$3257.84.

O.U.P.S. tickets for utility locates

- 7/1/2023 thru 9/30/23 responded to 359 tickets for locating underground utilities.
 - This is an average of 119.6 tickets per month.

Street light outages

- Reported and logged a total of 5 street light outages and/or issues to Miami Valley Lighting for repair.

Special events

- The Street Division recorded and responded to a total of 16 special event requests.

Cold patching of pot holes

- 10 total tons of cold patch used to patch holes throughout the City of Urbana.

Sewer, water and storm water divisions

- The Street Division logged a total of 319-man hours, 75 overtime hours and 336 equipment hours assisting these divisions with service digs and other projects.

Utility service dig asphalt repairs

- Repaired 35 water and sewer excavations within the city streets with base and surface asphalt.
- Surface asphalt work was completed on the Depot parking lot as well as drainage issues were addressed.

DORA

- DORA emblem and "no alcohol beyond this point" painted on 33 sidewalk or drive locations.
 - One metal sign and post were used in one location on S. Locust Street.

Tree trimming issues

- Arranged for a one-week rental of a lift to address and trim trees at numerous locations where buses and other larger vehicles could not pass under trees throughout the city.
 - Currently, there is no timeframe for repairs being completed on our bucket truck which is needed to address low tree limbs.
- Met with four various tree companies to formulate a plan for a proposal for the 2024 street budget and beyond.
- This would be an annual item to work towards raising the tree canopy above our streets
 - This would preserve the life of the blacktopped streets; allow leaf trucks, plow trucks and other taller vehicles to reach curb to curb without damaging trees, vehicles and equipment.

Yellow curb painting

- Yellow curb painting was completed on all Main streets and secondary streets.
- Various other streets were painted where problems or issues warranted painting.
- 150 gallons of yellow paint was used at a cost of \$3799.40 for paint.

Line of sight issues

- Worked with Deb and Preston on numerous lines of sight issues throughout town.
 - Several adjustments have been made to date and once completed will make traveling through intersections much safer for motorists.

House demolition

- 405 Gwynne Street (condemned) house demolition took place and all house debris was removed from the property.
 - Water and sewer utilities were disconnected and plugged.
 - Fill material was hauled in to fill the crawl space and surface was graded.
 - All disturbed areas were seeded and covered with straw.

New equipment

- The Street Division took possession of a new John Deere skid loader, replacing our 12-year-old machine.

Looking Ahead into the 4th Quarter 2023

- Leaf pick up season will begin towards the middle of October. All three leaf machines have been serviced and maintained in preparation for this season.
 - Leaf cages are in the process of being repaired.
- Areas along Dugan's Ditch will be worked on to eliminate sandbars and repair banking.
- Work will be done to correct issues with a large culvert and erosion at Pointe North.
- Efforts will be made to review and possibly correct traffic light timing to address traffic congestion on South Main during school start/end times.
 - Because these intersections cannot communicate with each other, controller clocks will be checked to assure they all are set to the exact same time. This is a key component to northbound and southbound traffic flow.
- Preparations are being made for the 2023 Holiday Horse Parade.
- We are looking forward to getting back to full staff by years end due to two employees who have been off on extended injury leaves.
- Anticipating we will get our bucket truck returned before the end of the year, we will be doing visual inspections of all hanging signs and traffic lights looking for wear and damaged parts.
- When our bucket truck returns we plan to trim trees in some of our worst areas over the winter months.

FACILITIES DIVISION

- Staff continues to maintain the city's multiple locations.
- Staff responded to 139 work orders. These are non-preventative and preventative maintenance requests; continue to perform monthly PM's on the HVAC units, elevator; fire extinguishers; exit lights; garage doors and City vehicles.
- We assisted YMCA staff in closing the City Pool.
- Constructed a Dumpster Enclosure at the Airport.
- Poured a concrete apron/ approach near the flying lab museum.
- Assisted contractor with a Roof Inspection at the Municipal Building.
- Staff along with Street and Sewer staff; repaired asphalt spots and moved parking blocks in the Depot parking lot, prior to asphalt sealcoating and re-striping a new parking layout. We also installed new handicap and 10-minute parking signs.
- Painted two dumpster enclosures at the Municipal building and the Depot.
- Continue to replace multiple lights with new LED bulbs citywide.
- Replaced over 20 decorative light bulbs. We also repaired 4 poles and replaced 5 poles that were damaged from car accidents. We are currently awaiting parts to replace 4 more poles and replace 15 more light bulbs.

GovDeals

- We listed 1 lot for sale and sold for approximately \$27,000 total. We have several other items planned to be sold in the coming months.

SEWER DIVISION

- Sewer Maintenance recorded 10 calls/ backups and 6 sanitary digs.
- 494 OUPS tickets. Decrease of 50% over last year 2nd quarter.
- Continue to perform sewer lateral camera inspections free of charge to city residents.
- Recorded 25 camera inspections for residents.
- Cleaned over 8,000 Feet of Sanitary and Storm Sewer mains. Decrease of 40%
- Inspected over 9,600 feet of Sanitary and Storm Sewer mains. Decrease of 35%
- Performed over 23 hydro excavations, total of 80-man hours for the Water department.
- Sewer Maintenance staff continues maintaining the collection system and pump stations.
- Continue to maintain the Blower system at the closed landfill. Staff checks the blowers daily and performs maintenance as necessary. Contractor monitors gas readings quarterly.
- Completed the 3rd quarter grease trap inspections in Mid-August.
- Assisted the Street Division with multiple City utility asphalt repairs.
- Continue to pump water and haul from the Water Plant to the WWTP.
- Replaced and adjusted to grade 50 manholes. 40 Sanitary Sewer and 10 Storm Sewer.
- Assisted A&B asphalt crews with delivering and removing 80 manholes from Miami, Logan, Storms, Bloomfield, Downs, Evans and East Twain Streets after new asphalt was laid.
- Assisted RB Jergens on multiple occasion's on S. High Street project with Sanitary and Storm Sewer.
- Assisted the City Engineering Division on West Ward Street hydro excavating utilities for a future Storm Sewer project.
- Assisted Facilities with multiple projects throughout the City.
- Staff participated in a Touch-a-Truck event at the Champaign County Board of DD.

COMPOST FACILITY

- Urbana's Compost Facility collected approximately 2,410 cu/yds of compost material in the 3rd quarter of 2023

WATER RECLAMATION FACILITY (WRF)

- Operated 1,960 consecutive days with no NPDES permit violations; operated for 1,670 consecutive days without a lost-time accident.
- Treated 146.97 MG of wastewater in the 3rd quarter of 2023.
- The Plant accepted 1.64 MG of domestic septic tank waste in the 3rd quarter of 2023.
- Recorded 13.98" of precipitation in the 3rd quarter of 2023. Currently this is 0.29" above the 30-year monthly average and 3.51" above the 30-year annual average.
- RG trucking hauled 41.82 dry tons of biosolids for land application use in the 3rd quarter of 2023
- The WRF lab completed the required Discharge Monitoring Report – Quality Assurance (DMR-QA) study
- No Industrial Pretreatment Violations occurred during the 3rd quarter of 2023
- The WRF is experiencing improvements in the biological treatment process. The new septage receiving unit and EQ basin are now in operation. The plant is also utilizing part of the facility as extended biosolid filtrate treatment, which has shown nutrient removal consistency.

COMPOST FACILITY

- Urbana's Compost Facility collected approximately 2,410 cu/yds of compost material in the 3rd quarter of 2023

WATER DIVISION

Flow information:

July – 50.3925 Million Gallons

1.6256 Million Gallons Average Daily Flow

August – 53.7277 Million Gallons

1.7332 Million Gallons Average Daily Flow

September – 52.1736 Million gallons

1.7391 Million Gallons Average Daily Flow

(All water treatment plants and distribution system are EPA compliant)

Revenue & Expense

As of 08/31/2023

Budget Amount \$2,791,092.54

Month to Date Expense \$83,812.78 (August)

Year to Date Expense \$1,743,770.13

Encumbered Balance \$331,530.21

Unencumbered Balance \$715,792.20

Water Department Personal completed the following for July-August-September:

- 5 hydrants repaired/replaced
- 4 insert-a-valves installed
- 3 water Main Breaks
- 6 Service Lines Repaired or Replaced
- High Street Project Started (OMG)
- Lead and Copper sampling completed
- Clear well at the 29 WTP painted
- West Tower was painted on the inside
- East Lawn tower shut down for a wash out
- Clear well at the 29 WTP shut down for a wash out
- Dehumidifier at the 29 WTP repaired with city staff
- Pace Analytical sampled for the EPA UCMR5 mandate
- High Service pump # 1 replaced and old pump rebuilt for a spare

Projects that we are working on:

- Valve Exercising
- New booster station's project
- Locating all water Valves and Customer service valves (GPS/GIS Program)
- High street project
- New housing project behind Walmart
- Asphalt repair from street digs
- Painting well field pumps at 29 WTP
- Curb and sidewalk/ grass restoration from street digs

Upcoming Projects:

- Court appearance for water theft on Boyce Street
- Lead line inventory
- SCADA computer updates
- hydrant flushing
- Water leak testing and locating
- small meter test to verify accuracy
- Finishing the tracing feature of our GIS/GPS mapping

ENGINEERING

- Projects ongoing from 2022.
 - None
- New projects in 2023.
 - Miami Street and Bloomfield Avenue Curb & Gutter Improvements – The project, which began in late-April 2023, came in at a final cost of \$740,597.20 by SiteWorx Unlimited LLC. This in-house design project replaced wholesale curbs and gutters along Miami Street between Edgewood Avenue and Walnut Street as well as those along Bloomfield Avenue between North Main Street and the railroad tracks. It also included service walks and/or drive approaches as applicable. Piecemeal work on sections of marked sidewalks or curbs was done by this contract too, inclusive of other streets paved in 2023. The owners who did not pay the bill sent by the City for their portion of the project costs were assessed on their property taxes over 5 years (without fee or interest imposed by the City). Additionally, within the cost cited above, a \$41,000 grant from ODOT Jobs and Commerce was utilized to widen the southeast corner of the Miami and Edgewood intersection. This project wrapped up in July.
 - 2023 Asphalt Program – The asphalt program bid in mid-April, having an engineer's estimate of \$625,810 and an accepted bid price of \$551,479.37 (A&B Asphalt, Corporation). Street paving work took place in September. Local streets that were milled and paved were as follows: Bloomfield Avenue, E. Light Street, Storms Avenue, Talbot Avenue, Rolling Stock Avenue, Downs Avenue and Evans Avenue. There were also two streets with full depth reclamation done prior to paving: E. Twain Avenue and Logan Street. Additionally, ODOT contracted the paving of Miami Street (US 36) from Edgewood to Walnut like the aforementioned curb and gutter project. A&B Asphalt performed this work following the local program. The City shared 20% of the bill with ODOT.
 - South High Street Improvements – This project improves the existing street from SR 55 to Miami Street via roadway, drainage, pedestrian and bicycle additions or alterations. Traffic calming and a cross-section of water and sanitary replacement are also designed. The City opened bids in early May with R.B. Jergens Contractors, Inc. as the only bidder at \$6,733,425.85, which was within approximately \$14,000 of the engineer's estimate. This project was awarded approximately \$3.1 million through federal grants and another \$600,000 through OPWC. The City will also use ARPA grant funding in the amount of \$1.2 million for at least the stormwater portion of this project. There is approximately \$1.3 million in OPWC loan funding at 0% interest available too. Construction began in earnest in July with clearing and waterline work. Most of the public underground utilities have been installed in the 100-300 blocks of S. High Street. The same is true for the 200 block of W. Water Street, although a major change order occurred here that required the sanitary main, sanitary laterals, and water services to be replaced in order to not conflict with the new storm line down this block. This project has taken up a large amount of Engineering's time.

- Major designs in progress.
 - Ohio Bridge Partnership Program funding was obtained in 2021 for the W. Court Street Bridge Replacement project. The project will replace a 100-year-old plus structure with new 96" piping. The engineer's estimate for this 2025 construction project is \$436,721. The grant is for \$379,500. Compass Infrastructure Group has completed Stage 1 (of 3) design with Stage 2 design due by November. The environmental review was completed in June 2023, with ODOT District 7 handling that for us.
 - The City obtained a grant in 2022 for engineering design services on two bike trail crossings in Urbana; this grant totaled \$44,900. In 2023 we added another \$50,000 to that grant total for right-of-way services and acquisition. The affected crossings are the Simon Kenton Trail's intersection with Miami Street and with N. Main Street. The objective at Miami will be to add RRFBs at the crosswalks like we have downtown while the objective at N. Main is to add the same, move the trail crossing further north away from the railroad, reduce the crossing distance and eliminate the first block of Laurel Oak Street. Urbana was also awarded an ODOT Systemic Safety Grant for the construction end of this project, totaling \$542,000. The City has LJB performing the design work and right-of-way plans; they submitted Stage 2 and right-of-way plans in late-June. Right-of-way acquisition is about to begin, with Dunrobin selected to perform real estate services on behalf of the City.
- Projects to be designed.
 - The Railroad Street Storm Project has been awarded a CDBG Critical Infrastructure grant of \$470,000. The goal of the Stormwater Utility Committee upon initial formation was to have one large project every five (5) years or so. However, the estimated cost of this project sits at \$1,226,500 which is more than the Stormwater Fund currently has set aside. Since the project is being designed in-house, design will commence in the late fall/early winter of 2023, which will allow the Stormwater Fund to build. Surveying has been completed for this project and utility coordination is underway.
 - The E. Market Street Municipal Building frontage should see a facelift for concrete if Engineering can find time for the design. This would include new walks, curbs and aprons from S. Main Street to the Box 13 building. The fire aprons are included in this project area.
- Miscellaneous
 - Private projects, such as Orbis, Phoenix Ag, Dugan Place, Sutphen, Dollar General (N. Main and Dellinger), Seth's Produce and Garden Center, Urbana Vet Clinic, Ultra-Met, Settlers Ridge Apartments, Starbucks, Hueys Coffee, Willman Building and 1300 S. US Hwy. 68 (Howell), garnered attention during the third quarter.
 - Multiple studies either have been or will be funded through LUC Regional Planning Commission's rural transportation planning allocation. They are as follows: 1) Miami Street Safety Study for Striping and Signage [completed striping upgrades during ODOT's Urban Resurfacing with additional signs to follow by the City of Urbana]; 2) Gwynne Street Bridge Maintenance Planning [completed with task priorities 1 and 2 being designed by Burgess and Niple currently for future construction]; 3) Simon Kenton Trail – East Lawn Avenue to Melvin Miller Park Connectivity Study [completed with more planning and potential grant applications to follow]; 4) North Main Street Safety Study for Striping and Signage [almost complete with finalized recommendations forthcoming in October]; 5) Traffic Signal Study [started with traffic counts at certain signalized intersections].
 - Clay Miller, engineer technician, continued managing sidewalk, curb and gutter projects. This primarily consisted of the Miami Street and Bloomfield Avenue Curb and Gutter Improvements (wrap-up) and the marking of deficient concrete on Lincoln Place, Lafayette Avenue and Gwynne Street for next year (planned paving streets). Michelle Troyer, office manager, organized and helped mail out over 150 sidewalk, curb and/or gutter letters in September and October. Six (6) tree removal notices also went out from Engineering to homeowners on Lincoln Place and Lafayette Avenue because of trees that were damaging curb, sidewalk and pavement. So far, about 20 opt-in letters have been received; these are owners who chose to have their concrete work handled by whomever the City contractor is next year.

COMMUNITY DEVELOPMENT

- The new Aldi grocery store at 741 Scioto Street officially opened to the public on August 3, 2023 with a large community turnout. Aldi's project was part of a larger effort/investment to redevelop the former shopping center that was 89% vacant at the time that it was demolished to make way for the new Aldi grocery store. Within the shopping center building that was razed, Big Lots had previously operated there until that store's closure in 2014, and Save-A-Lot had closed in 2018. With the building being largely vacant and in general disrepair within a prime commercial corridor of the city, local entities worked cooperatively to assist Aldi with their redevelopment effort. To help bring this project to fruition, at the request of the City of Urbana, the Champaign County Commissioners applied for grant funds through the State of Ohio's Building Demolition and Site Revitalization Program. As a result, state grant funds were secured to fund asbestos abatement in the building prior to demolition of the old building by Aldi's contractor. In addition, Urbana City Council, the Urbana City School District Board of Education, and the Champaign County Commissioners approved an Enterprise Zone Agreement for a property tax exemption of an average of 35% of the increase in assessed valuation of the new construction at the project site over a six-year period as a result of Aldi's capital investment and job creation at the site. The Aldi redevelopment project also created a new outlot on Finch Street that is actively being marketed for sale to potential end users.
- Burton Planning Services officially kicked off the community/land use planning process for the North Main Street Corridor Plan in early August. The overall goal of the plan is to guide future development and redevelopment opportunities along North Main Street from Gwynne Street/Washington Avenue to Grimes Circle. Furthermore, the plan will be based on input from residents, local businesses, and other community stakeholders. This planning process will result in recommendations for future land use, zoning code updates or revisions, and infrastructure improvements to support investment and reinvestment within this corridor. To support this planning effort, a steering committee has been formed, and several opportunities for community engagement are planned/underway.
- Continued to advance the proposed residential development behind Walmart to be known as Dugan Place. As currently proposed, this development would include four subareas with four different housing product types. In total, up to 513 housing units are proposed as follows: 75 patio homes, 132 single family homes, 114 townhomes, and 192 market rate apartments. During the third quarter of 2023, several engineering and planning due diligence items were finalized with the proposed homebuilder and their project engineer. Establishment of a TIF (Tax Increment Financing) District is anticipated to occur in late 2023 or early 2024 with platting and final engineering anticipated to run concurrently with the TIF establishment so that construction can commence in 2024 with the first homes to be occupied in 2025.

POLICE DIVISION

July Highlights

- 7/25-26/2023 – Officers Robbie Evans & Seth Lingrell attended the Ohio Schools Safety Summit Conference in Columbus, learning best practice protocols, addressing various school safety issues and networking with other community's officers regarding handling these issues.
- 7/20/2023 – Following the 3rd Shift's 10 p.m. Shift Briefing, Officer J. Mike Cooper, an 18-year veteran of the agency, and, Officer Damion Williams, still in his first year with the agency, were presented the Urbana Police Division's *Life Saving Award* for actions they took during a citizen's medical emergency that occurred in May. The presentation by Chief Lingrell was witnessed by the Lieutenant, Sergeants and the off-going and on-coming officers. We then enjoyed pizza and pop together. We are very fortunate to have both of these officers working on behalf of the city, the police organization, and for our citizens.

August Highlights

- 8/16/2023 – Chief Lingrell and School Resource Officer, AJ Ervin, were guests of the LION's Club during their monthly luncheon and we delivered a positive message to them about the City of Urbana, the Urbana Police Division, our various outreach efforts, and our School Resource Officer Program.
- 8/21-23/2023 – The Division completed its annual Weapons Range qualifications on the police rifle. Our Firearms Instructors are Officers Mike Cooper & AJ Ervin, and Sergeant Shawn Schmidt.

- 8/28-30/2023 – Half of the Division attended a State mandated Continuing Professional Training covering: Legal Updates; Community-Police Relations; Mental Health; De-escalation and Crisis Intervention; and use of force review and law enforcement response to active threats. In November, the other half of the division will attend this same training.

September Highlights

- 9/6-8/2023 – Officers Seth Lingrell & Keith Hurst attended the 2023 Midwest Crisis Negotiators Conference in Columbus where they learned current, best practice protocols for conducting Hostage/Barricade Negotiations with suspects. These officers are tasked with handling negotiations during tactical incidents for the Division.
- 9/7/2023 – The Division began its first Citizens Police Academy with nine community members participating. We met every Thursday evening from 6 – 9 pm covering various police topics, with a common goal of teaching the class more about their police division and learning more about what our class members desire in their law enforcement for this community.
- 9/11-15/2023 – Sergeant Jason Kizer began with the first week of a three-week advanced supervisory training program, *Supervisory Training and Education Program (STEP)*, in Columbus.

LAW OFFICE

Law Director

City Council Meetings/Work Sessions

In the 3rd Quarter, the Law Director attended regular City Council Meetings to provide guidance on procedure and to answer any legal questions that may arise. He also availed himself to all members of Administration and Council for legal advice and representation as pertains to any matter involving the discharge of their duties and responsibilities as representatives of the City of Urbana, Ohio, and as to any matters which arise during those meetings.

Ordinances and Resolutions

In the 3rd Quarter, the Law Director reviewed and approved several pieces of Legislation for presentation to Council, and advised Council as to the appropriate procedure for enacting same. Legislation was reviewed to assure that it is in proper format and did not conflict with any Local, State, or Federal laws.

Code Enforcement

The Law Director continued to work with Planning and Zoning and Administration to assure that all provisions of the Urbana Codified Ordinances, and specifically, those provisions pertaining to nuisances and zoning

violations, are being adequately enforced. Groundwork for additional methods of Code enforcement was initiated, including, but not limited to, the implementation of a receivership process.

Civil Litigation Matters

The Law Director advised the City and, as appropriate, worked with outside Counsel to address any and all legal matters affecting the City.

Inter-Departmental Outreach

Occasionally, the Law Director is approached by employees and/or heads of Departments to assist with various legal matters, such as collection letters, review of leases/contracts, correspondence to individuals affected by policy, Notice letters, and Cease and Desist letters.

The Law Director worked hand-in-hand with a number of Departments including, Planning and Zoning, Water, Fire, Police, Engineering, Human Resources, Water Reclamation, Airport, Streets, and Finance.

Community Outreach

The City works diligently to spearhead and to coordinate efforts between itself and a number of outside entities, such as the Chamber of Commerce, the LUC, the Township Trustees, the County Commissioners, the Health District, and the Historical Society.

During the 3rd Quarter of 2023, the Law Director was included in meetings of several agencies, including the County and the County Prosecutor's Office, at which topics of cooperative efforts to resolve some issues and to enhance the City and other entities were discussed and explored.

Contract/Legal Document Review/Modification

The Law Director was consulted on numerous City projects. Some projects involved mere review, others required more detailed participation.

Boards and Commissions

In 2023, the Law Director undertook the task of reviewing and advising the several Boards and Commissions here at the City. Much emphasis was placed on the Building and Zoning Appeals Board, as the second Board to be addressed. It is anticipated that the remaining Boards and Commissions will be evaluated and addressed this year.

Municipal Court Prosecutor

The fundamental responsibility of the Municipal Court Prosecutor is to represent the State of Ohio, the City of Urbana, and/or the Villages in Champaign County, in the Champaign County Municipal Court, for all misdemeanors and for any felony cases filed in that Court.

Cases Prosecuted

In the 3rd Quarter of 2023, the Prosecutor's office handled almost 1,000 cases. This includes all matters, whether resolved by admission, plea, at pretrial, at a trial to the Bench, or by Jury Trial.

Case Reviews

In addition to prosecuting cases, the Municipal Court Prosecutor answered inquires of law enforcement and reviewed numerous "Prosecution Packets", submitted to him for consideration of charges by the Champaign County Sheriff Office, the Urbana Police Division, the Saint Paris Police Department, the Mechanicsburg Police Department, and the North Lewisburg Police Department. These packets contain fact patterns and evidence gathered by law enforcement, to determine whether it would or would not be appropriate to file any charges in a particular case. Generally, the Prosecutor is approached to review cases which require analysis of complex legal application of the law to the facts. They may also involve other issues, such as mental and/or physical impairment of suspects, and how diminished capacity might affect charges. In this Quarter, the Prosecutor reviews also included a traffic fatality.

On-scene/After-hours Contact by Law Enforcement

The several law enforcement agencies in the County have been provided the Prosecutor's cellular telephone number, and many of them reached out to the Prosecutor's afterhours and on the weekends, to have questions answered while on-scene. This may sound like an inconvenience to the Prosecutor but, in fact, it is the opposite. He appreciates and encourages the willingness of law enforcement to seek his counsel as to issues presented while in the midst of investigations. The Prosecutor does not require his Assistant Prosecutor to field such calls afterhours, however, on occasion he does so.

Victim Advocacy

The Law Department welcomed Diana Carroll-Aghdam to the team as our new Victim Advocate. Diana served 8 years in the U.S. Army and National Guard and Reserves as a Combat Medic. She attended 4 years at Ohio State University, and graduated from Concorde College in Allied Health. She has worked as an Adjunct Instructor at Brown Mackie College, has 20 years' experience in Prevention Education and Advocacy and has 15 years' experience in Criminal Justice. She is also an accomplished writer, having authored a publication entitled, "The Haves and Have Nots".

Through the Municipal Court Prosecutor's Victim's Advocate program, numerous victims of crime were provided guidance and services in the 3rd Quarter of 2023. The vast majority of these were victims of crimes of violence, such as assault and domestic violence. We also assisted a number of victims who suffered monetary loss due to thefts and defendants operating their motor vehicles under the influence of alcohol and/or drugs of abuse, and causing accidents. The victims who appeared for Court met with the Victim Advocate and the Prosecutor, and were accompanied to Court by staff. Services were offered to any victim in need of assistance, such as shelter or protection.

FINANCE

2023 Expected Revenue & YTD Revenue by Fund

Fund Number	Fund Name	2023 Expected Revenue	YTD 09/30/23 Revenue	Expected Revenue %
100	General	\$7,563,375	\$6,442,910	85%
200	Airport	\$380,800	\$274,571	72%
205	Street	\$938,000	\$565,657	60%
215	Cemetery	\$187,500	\$155,524	83%
275	P & F Tax Levy	\$1,511,625	\$1,289,834	85%
401	Capital Improvement	\$1,446,125	\$1,150,925	80%
402	P & F Tax - Cap Imp	\$503,875	\$430,097	85%
605	Water	\$2,610,000	\$1,887,397	72%
610	Sewer	\$3,687,400	\$2,728,405	74%
620	Stormwater - Oper	\$92,000	\$70,388	77%
625	Stormwater - Cap Imp	\$216,000	\$164,265	76%
TOTAL		\$19,136,700	\$15,159,972	79%

2023 Department Operating Budgets & YTD Expenses

Department	2023 Budget	YTD 09/30/23 Expenses	Budget %	
CITY COUNCIL	\$93,360.00	\$70,936.34	76%	
ENGINEERING	\$294,690.00	269866.84	69%	
FIRE	\$3,077,740.00	\$2,296,068.66	75%	
MULCH/COMPOST	\$24,350.00	\$16,340.21	67%	
MUNICIPAL COURT	\$749,250.00	\$629,444.31	84%	
POLICE	\$2,760,210.00	\$1,824,507.90	66%	
POOL	\$82,200.00	\$49,249.39	60%	
MAYOR/ADMIN	\$270,190.00	\$202,949.85	75%	
COMMUNITY DEV	\$142,000.00	\$131,096.54	92%	
REC-ADMIN	\$213,650.00	\$179,274.41	84%	
PUBLIC WKS	\$170,100.00	\$101,727.01	60%	
MISC-NON-DEPT	\$883,300.00	\$552,932.82	63%	
FINANCE-ACCTG	\$331,925.00	\$292,697.66	88%	
FINANCE-INC TAX	\$167,500.00	\$122,397.86	73%	
FINANCE-UTIL BILL	\$194,230.00	\$134,339.25	69%	
LAW DEPT	\$291,550.00	\$217,660.81	75%	
ZONING COMPLIANCE	\$172,600.00	\$109,287.99	63%	
AIRPORT	\$404,260.00	\$237,517.35	59%	
CEMETERY	\$181,510.00	\$160,828.60	89%	
STREET	\$861,930.00	\$625,796.82	73%	
POLICE & FIRE LEVY	\$135,000.00	\$135,000.00	100%	
SEWER (WRF/MAINT)	\$4,025,830.00	\$3,094,509.14	77%	
STORMWATER-OP	\$81,000.00	\$33,005.57	41%	
STORMWATER-CAP IMP	\$638,000.00	\$77,776.84	12%	
WATER	\$2,734,680.00	\$1,995,692.53	73%	
TOTAL		\$18,981,055.00	\$13,560,904.70	71%



Administration • 205 S. Main Street • Urbana, Ohio 43078 • <http://www.urbanaohio.com> • (937) 652-4300

November 1, 2023

Mr. Richard Cordle
1001 South Main Street
Urbana, Ohio 43078

Re: Citizen Comments to City Council on 9/19/23 and 10/17/2023

Dear Mr. Cordle,

On September 19th and October 17th you addressed City Council during the Citizen Comments portion of their meetings airing concern and frustration with the general traffic situation on S. Main St. at E. Broadway St., particularly from around 2:30-5:00 in the afternoon. I believe some of the additional traffic you're seeing is related to S. High St. being under construction, but that isn't going away soon, so I ask for your continued patience.

In your comments to Council, you brought up several points and without getting into too much detail, I offer the following responses to each of them.

1. At the 9/19 meeting you commented that you had "talked with the Engineer and feel you keep getting the run-around".
 - I spoke with the City Engineer and he has no record of talking with you. If you spoke with someone else, please identify who it was and I'll be happy to reach out to them.
2. You've stated you believe the timing of the traffic signals at the Route 68/55 and Powell Ave. intersections need to be addressed.
 - All of the controlled intersections within the City are regularly monitored for proper operation, and these two have been given additional attention in the past several months. There have been instances where individual clocks/timers had to be adjusted, but there are a myriad of factors that contribute to the overall efficiency of the signals including time-of-day traffic due to schools and manufacturers dismissing within a certain period of time, and individual driving habits.
3. You raised concern that cars are passing school buses while they're dropping kids off in the afternoon, and stated that you have talked to the School Supt. & Transportation Director, but haven't received a satisfactory answer.
 - I can't speak for the Urbana School District, but I can assure you that the Urbana Police Division continues to monitor the area, and other high traffic areas for drivers who violate the law. During the 2022-23 school year thirteen (13) citations were issued related to complaints involving a school bus, including two (2) at Broadway and S. Main Streets.

4. You commented that emergency vehicles can't get in/out of E. Broadway.
 - After discussing with the Urbana Fire and Police Division, I was assured that they are fully aware of the physical restrictions of navigating in/out of East Broadway, and their staff is trained to use proper precautions when exiting onto S. Main St., including using emergency lights and "spotters" if needed.
5. You aired a concern regarding snow plows getting through to handle snow events.
 - Our Public Works crews always have and will continue to service the street. They do not use their larger plow trucks, but rather use a three-quarter or one-ton truck to maneuver on E. Broadway.
6. You mentioned that E. Broadway should be converted to a one-way street.
 - There isn't a near-term solution to your concern with traffic flow on E. Broadway, as there is no public access to/from E. Broadway except for the outlet onto S. Main St., so making it a one-way street is not an option.
7. In one of your visits, I believe you mentioned opening an alley from E. Broadway St. to Powell Ave.
 - There is no public alley connecting E. Broadway to Powell Ave. Attached is a copy of the parcel map from the Champaign County Auditor's website, and you will note that the only possible alternate to exit north is a vacated alleyway, which winds up in the farm field to the east of 136 E. Broadway St.

Thank you for sharing your concerns with City Council, and I encourage you to address specific concerns with the appropriate agency. Please know that all divisions within the City work hard to provide the best service possible to our residents, and I'm confident that any concern will be evaluated and any necessary corrective action will be taken as appropriate.

Respectfully,

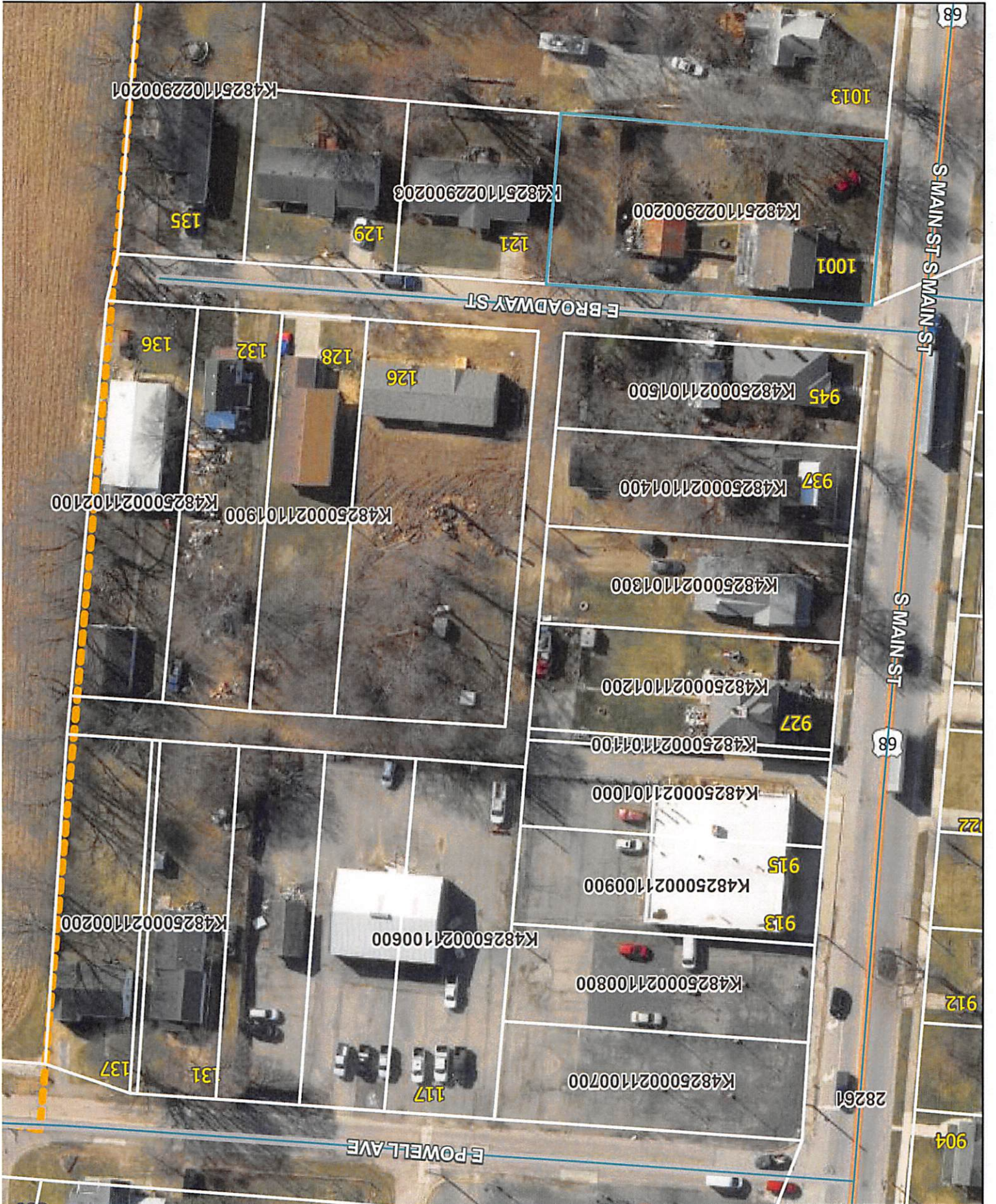


Kerry Brugger
Director of Administration

Cc: Urbana City Council

Attachment

Champaign County Ohio



Boc #1



Stantec Consulting Services Inc.
1500 Lake Shore Drive, Suite 100
Columbus OH 43204-3800

October 12, 2023

Mr. Kerry Brugger
City of Urbana
205 S. Main Street
Urbana, OH 43078

Good day Mr. Brugger,

Reference: 2023 Improvements to Grimes Field Airport – Taxilanes E & F Rehabilitation

Please find enclosed with this letter four (4) copies of the construction contract books for the FAA Hangar Taxilane Pavement Rehabilitation project for your review and signatures. After your review, please complete the pages marked with the green flags. When completed, keep the books marked "City" and "Airport" on the cover page and send the remaining two (2) back to our office. We will forward the copy marked "Shelly" to the contractor. Let us know if you or anyone has any questions or concerns.

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink that reads "Nathan Hall".

Nathan Hall P.E.
Airports Engineer
Phone: (614) 233-6705
Nathan.Hall@stantec.com

Attachment: Construction Contract Books (4)

SPECIFICATIONS AND BIDDING DOCUMENTS FOR

COPY

2023 IMPROVEMENTS TO

GRIMES FIELD AIRPORT
Urbana, Ohio

Hangar Taxilane Pavement Rehabilitation

FAA Project No. 3-39-0080-027-2023

PREPARED FOR THE
CITY OF URBANA

originals

March 2023
Set No.

City



1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43215
(614) 486-4383 (x 4358)

CONTRACT

COPY

This Contract, pursuant to Resolution No. _____ passed _____, 20____, made and entered into this 17th day of August, 2023, by and between the City of Urbana acting by and through its Director of Administration, hereinafter designated the Owner, party of the first part, and The Shelly Company of the City of Findlay, County of Hancock, and State of Ohio, hereinafter designated the Contractor, party of the second part, acting by and through its _____ pursuant to an authorizing corporate resolution dated _____.

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the party of the first part for itself and its successors and assigns, and the party of the second part for itself and its successors and assigns, as follows:

The party of the second part, in consideration of the amounts specified in their bid dated 5/12/2023, the sum of which, based on the estimated quantities and unit prices, totals \$ 387,097.20 to be paid by said party of the first part to said party of the second part, shall and will at their own cost and expense furnish all the labor, materials, tools and equipment for the 2023 Improvements to Grimes Field Airport in accordance with the Information to Bidders, Proposal, the General Contract Provisions, Supplemental General Provisions, Special Provisions, Technical Specifications, and the Plans, which together with the Advertisement, Bonds, and any and all other documents and materials bound within or referred to in the Specifications and Bidding Documents (Contract Documents) are hereby made a part of this Contract and incorporated herein by reference, all of said work to be fully completed to the satisfaction of the Owner.

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may avail itself of any or all remedies provided in its behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

During the performance of this Contract, the Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, religion, age, handicap, ancestry, or national origin. 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.

The Contractor hereby agrees to hold the Owner free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said Contractor, his subcontractors, agents or employees.

Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both the Owner and Contractor that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.

The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the

agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the City of Urbana as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:

- a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages, and
- b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.

The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.

All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

CITY OF URBANA (OWNER)

_____ By: _____

_____ Name: _____

Title: _____

Date: _____

Construction:

FAA Eligible portion:		Not Eligible for FAA grant:		Total Construction	
	\$246,589.20				
90% FAA	\$221,930.28	0% FAA	\$0.00	FAA	\$221,930.28
5% CITY	\$12,329.46	100% CITY	\$140,508.00	CITY	\$152,837.46
5% STATE (ODOT)	\$12,329.46	0% STATE (ODOT)		STATE (ODOT)	\$12,329.46
TOTAL	\$246,589.20	TOTAL	\$140,508.00		\$387,097.20

BOC #3

CITY OF URBANA: CAPITAL REQUEST
VEHICLES/EQUIPMENT, FACILITY and SPECIAL PROJECTS

Authorization Request

Division: Fire

Project Title: Dorm Restroom Renovation

Estimated Cost: \$ 74,179.00

Budgeted?: (Circle one) No Yes Budget Amount: \$ 75,000.00

Anticip. Purchase Date: Qtr. 1 Qtr. 2 Qtr. 3 Qtr. 4 12/30/23

Project Description:
(Attach Specifications or Scope of Work if needed) Comprehensive restroom renovation. Proposal with scope of work submitted.

Justification/Need: Daily use with no significant improvements or updates over 25 years.

Anticipated Vendors (3) 1.) 3C Industries 2.) 3.)

Requested Method of Purchase (Check one): Verbal: RFQ: Bid:

Single/Sole Source (Explain): Ability to complete the most comprehensive work for budgeted amount.

DAD Chief Dan Bellis

Submitted By: Captain Chad Countryman Date: 10/11/2023

BoC Authorization to Proceed:

Budget Year: _____ (Circle one) Q1 Q2 Q3 Q4

Approved Cost: \$ _____

BoC Comments: _____

Authorization to Proceed: _____ Date: _____

(Applicant to Complete Bottom Portion For B of C Final Approval Before Proceeding)

BoC Expenditure Approval:

Final Project Cost: \$ _____

Funding Amt. Requested: \$ _____

Selected Vendor: _____

Support Documentation: Verbal: RFQ: Bid: Single Source:

Applicant Comments: _____

B of C Final Approval: _____ Date: _____

CITY OF URBANA: CAPITAL REQUEST
VEHICLES/EQUIPMENT, FACILITY and SPECIAL PROJECTS



October 5, 2023

Chief Ortlieb,

I would like to provide you with the final proposal for the upstairs bathroom renovation project. This proposal is from 3C Industries and is a comprehensive proposal with project cost, master schedule, and product samples and specifications.

The upstairs bathroom has been without significant changes or improvements for twenty-five years. This bathroom serves as many as six people a day, every day, year around. The bathroom has held up well considering the amount of use over these many years. However, upon inspection of the bathroom it is readily apparent the time has come for an extensive renovation.

Almost 15 years ago, 3C Industries (formerly 3C Contracting) took root as a small construction management consulting firm in Urbana, Ohio. This company continues to have a local presence and has been involved in several construction or renovation projects in the area. 3C Industries has been very responsive in working to provide this final proposal. The staff I have met and worked with thus far consistently demonstrate professionalism and are knowledgeable on the products they propose to provide.

The final proposal provided is at a sum of \$74,179.00. This is under the budgeted amount of \$75,000.00. Significant effort has been made to meet the budgeted amount while utilizing the best products possible to provide long lasting use. This renovation project will be comprehensive. More detailed scope of work is provided in the proposal but of particular importance are improved ventilation, a low maintenance and durable floor, all new lighting and bathroom fixtures. In working with 3C Industries, it has been decided to leave one of the two showers as is, excluding minor updates, to remain compliant with ADA requirements.

A draft timeline of construction has been provided and discussed with 3C Industries. Currently, it is estimated to require three weeks to complete once demolition is begun. The final selection of finishes and exact colors of the end products will be completed on order of the materials. The selections which are made will be included in the proposed cost for the project.

I have confidence the scope of work, and materials, detailed in this proposal will serve the Fire Division well for many years to come. At your convenience, please let me know what I need to complete to move this project forward.

Respectfully,

Captain Countryman



Division of Fire

107 East Market Street, Urbana, OH 43078 | (937) 652 -- 4375 | www.urbanaohio.com



Urbana Fire Division
107 East Market Street
Urbana, Ohio 43078
Attention: Capt. Countryman & Chris Jones

Date: 09/19/2023

RE: Urbana Fire Division Dorm Restroom Renovation Proposal

Attachments:

1. Master Schedule
2. Product Samples and Specs.

Scope of Work:

3C Industries, Inc. (3CI) will provide all supervision, labor and material necessary to complete the above referenced project, for a sum of \$74,179.00.

The location of the project is the dorm restroom located on the second floor of the Urbana Fire Department. The scope of work is based on site walks and verbal direction prior to this proposal. A description of this project is:

1. Flooring protection
2. Removal of the following-restroom plumbing fixtures, tile flooring, cove base, ceiling grid and tiles, bathroom partitions, sink countertop, shower tiles, existing shelf, lighting fixtures, supply and return air diffusers, shower hooks, curtain rods, removal of wall bump out between showers (if it is a void), restroom door and frame and removal of the recessed stainless steel napkin dispenser/storage shelf.
3. Add required blocking, repair/patch and finish existing drywall.
4. Install new door with louver, frame and new hardware.
5. Paint walls, the door and trim with a Sherwin Williams semi-gloss pro industrial pre-catalyzed water-based epoxy paint.
6. Install 300CFM exhaust fan and required ductwork, including an extension to the existing single restroom for future expansion. Replacement of existing diffusers.
7. Electrical work includes connection of the new HVAC exhaust fan, device changing, new light fixtures and new lighted mirror connections.
8. Install new ceiling grid and kitchen type ceiling tiles.
9. Plumbing work includes new sink bowls, faucets with manual handles, urinals, toilets, a floor drain and access panel for the ADA shower valve.
10. A resinous quartz floor with a 4-6" resinous quartz cove base continuous to the flooring, resinous quartz shower curb and resinous quartz shower floor and 4-6" resinous quartz cove base is to be installed in the color selected by the department from the color selection guide provided by 3CI.
11. Shower tiling starting at the resinous quartz cove base with a 12" x 20" shelf. Shower tiling will be in the tile color selected by the department from the tile samples provided by 3CI.



12. A new sink countertop, a new cabinet and countertop installed between the 2 showers as well as storage space in the wall space between the exterior wall and the ADA shower will be installed (providing these are voids).
13. Division 10 items include Precision Frameworks L-2436F LED lighted mirrors (2) or mirror matching the department's current restroom mirror (1) (depending on department approval/selection), new double robe hooks, surface-mounted toilet tissue dispensers with utility shelves, reversible solid phenolic folding shower seat, extra-heavy-duty shower curtain rods and 14-gallon free-standing stainless-steel waste receptacle (1). New phenolic ultimate privacy bathroom partitions with stainless steel hardware (Color selected by the department from the color selection guide provided by 3CI).
14. Temporary protection will be removed, and final cleanup provided.

Clarifications:

- This proposal includes purchasing all materials once a contract is executed and storing materials until installation.
 - All work and deliveries are planned to be completed during regular working hours. Any switches to off-hour work may result in a price increase.
- Temporary floor protection is included in this proposal, but only to protect for carts and heavy equipment being transported across finished floor areas. Foot traffic will be on finished floors and cleaning will take place daily.
- We have assumed that the work areas will be cleared of all employees and furniture prior to work start.
- 3CI will communicate details and timing of work to the department in weekly meetings.
- No recycling or salvaging is included in the demo SOW.
- All drywall demo is assumed as single layer per wall side.
- This proposal includes a 1-year workmanship warranty for work detailed above.
- Daily clean up and removal of trash from proposed work area to dumpster included.
- Dumpster provided by 3CI.
- Temporary restrooms (2) (Porta Potty) will be provided if required.
- Permits and inspections are included in this proposal (not expedited).
- Insurance is included in this proposal.
- Taxes are excluded in this proposal.
- A valid tax exemption form is required prior to the project start.
- No escalation is included, pricing held for 30 days.
- Work is expected to be complete by end of 2023.

Exclusions:

- *Furniture and signage by owner.*
- *Access panels for hard ceilings on first floor are excluded.*
- *Expediting of material delivery is not currently included in this proposal.*

Alternate Pricing:

- There is no alternate pricing relevant to this proposal.



We trust this proposal is as requested. Please do not hesitate to contact us should you have any questions or require any further clarifications. We appreciate the opportunity to quote this work.

Respectfully Submitted,

Bryce Thoma

Bryce Thoma
Head of Preconstruction and Estimating
3C Industries, Inc.
605 Miami St. Suite 201 Urbana, OH 43078

An Ohio MBE, EDGE & OMSDC Certified Company

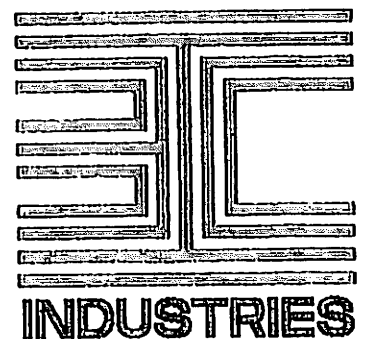
Mobile: 937.869.3463
Office: 937.652.4759



Urbana Fire Division

Table of Contents

- Quartz Broadcast Epoxy Flooring
 - Color Selection Guide
 - Quartz Broadcast Epoxy Samples
- ASI Bathroom Partitions
- LED Lighted Mirrors
- Surface-Mounted Toilet Tissue Dispenser and Utility Shelf
- Reversible Solid Phenolic Folding Shower Seat
- 14 Gal. Stainless-Steel Free-Standing Waste Receptacle
- Extra Heavy Duty Shower Curtain Rod
- Explore 22 – Shower Wall Tiling
 - Color Selection Guide
 - Tile Samples



QUARTZ

color guide



QUARTZ achieves functional resilience in the harshest flooring environments. With a selection of over 40 colors and signature blends, QUARTZ is also available in both broadcast and trowel grades and can be custom blended to meet project specifications.

QUARTZ is best in high-traffic environments where durability is priority. The natural coarse texture of QUARTZ can be used to add anti-skid and anti-slip properties to resinous flooring systems.

size
profiles



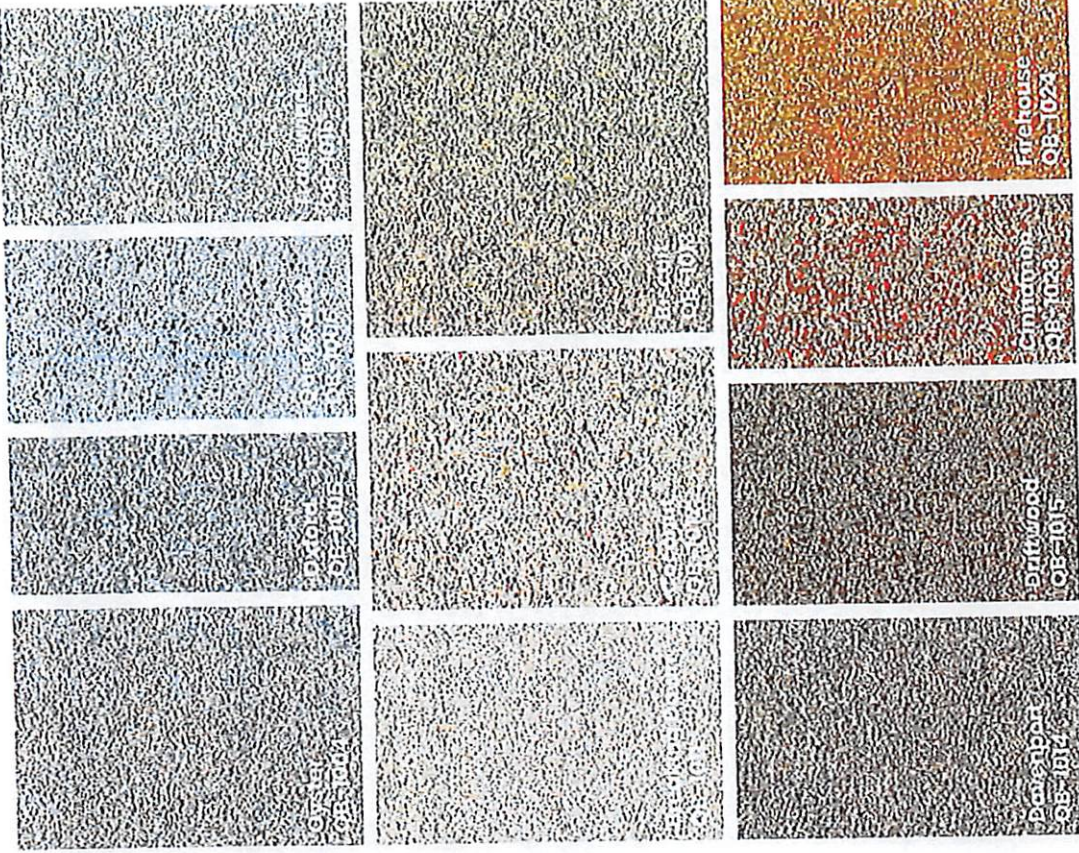
40-S Broadcast
(40 Mesh, Spherical)

25-A Trowel
(25 Mesh, Angular)

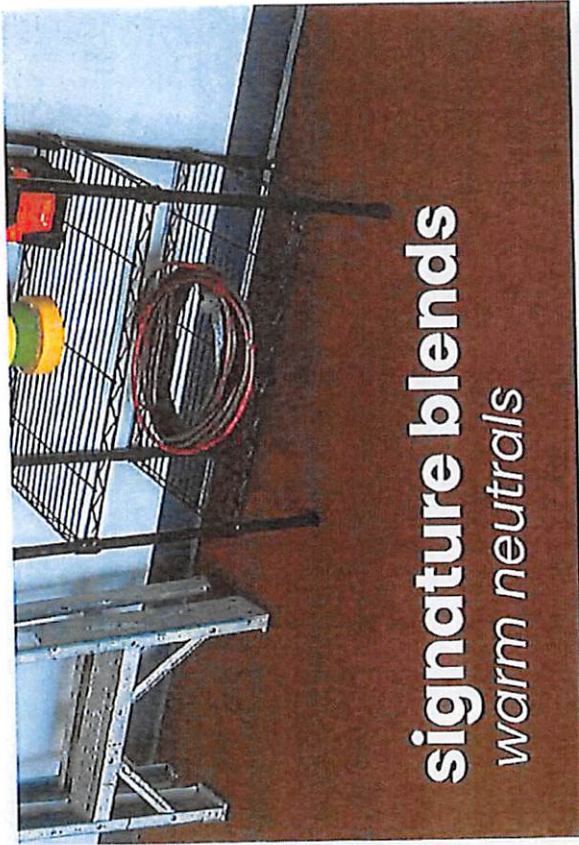
solid colors

White Q1010	Eggshell Q1015	Ash Q1210	Smoke Q1220	Gravel Q1230	Charcoal Q1240
Flint Q1250	Black Q1020	Ivory Q1210	Butter Q1215	Beige Q1220	Buff Q1250
Tan Q1240	Cappuccino Q1230	Toffee Q1290	Taupe Q1250	Sienna Q1260	Brown Q1270
Blush Q1230	Apricot Q1540	Crimson Q1820	Red Q1610	Bordeaux Q1620	Orange Q1630
Ginger Q1610	Yellow Q1710	Mustard Q1720	Clay Q1410	Lemon/lime Q1440	Vineyard Q1420
Rainforest Q1420	Aspen Q1150	Slats Q1120	Copri Q1160	Teal Q1140	Cobalt Q115
Blue Q1110	Navy Q1120	Plum Q1610	Loganberry Q1820	Silver Metallic Q3010	Copper Metallic Q3040

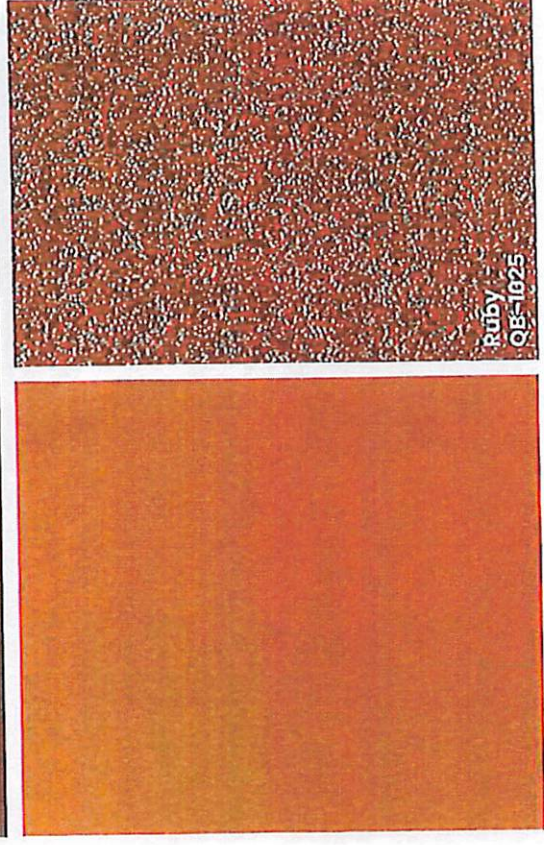
DISCLAIMER: The color shown in this catalog may not be exact due to printing process limitations. For absolute color fidelity, colors should always be chosen from physical samples.

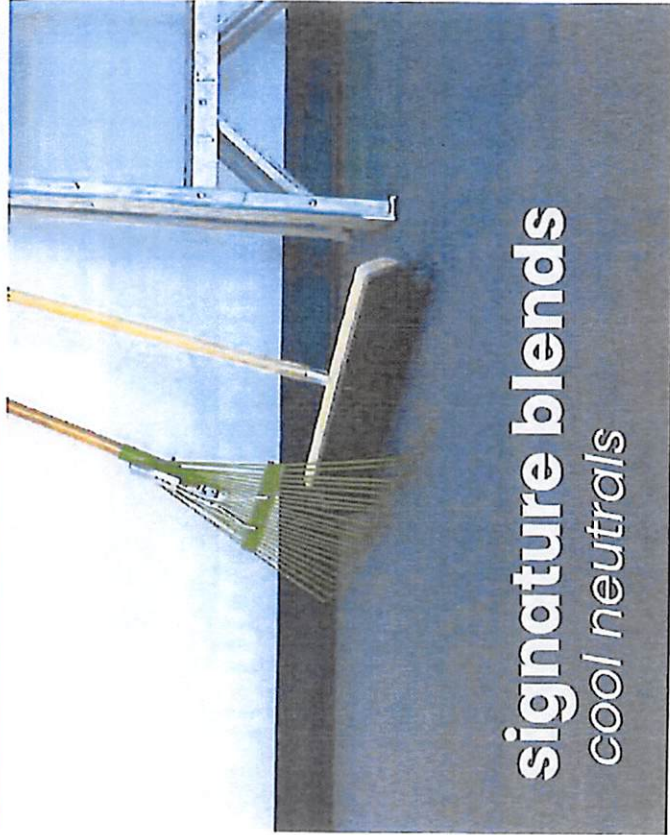
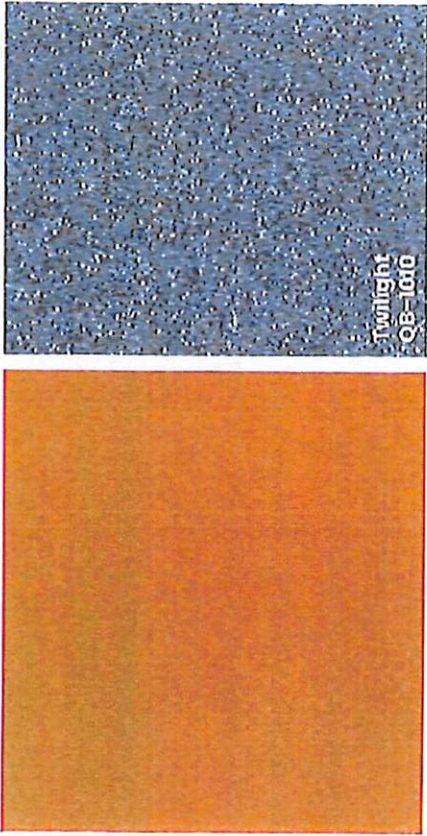


DISCLAIMER: The colors shown in this catalog may not be exact due to printing process limitations. For absolute color fidelity, colors should always be chosen from physical samples.



signature blends
warm neutrals





DISCLAIMER: The color shown in this catalog may not be exact due to printing process. Imitations for absolute color fidelity, colors should always be chosen from Pyralis samples.



Clearwater
QB-1020



DISCLAIMER: The colors shown in this catalog may not be exact due to printing process limitations. For absolute color fidelity, all colors should be chosen from physical samples. All FUDGE blends are pictured in 1/2" size unless marked otherwise.

product information

functional resilience

QUARTZ flooring aggregate is used to protect and enhance the durability of high-performance flooring systems while maintaining superior chemical and abrasion resistance. The texture of QUARTZ can also be used to provide varying levels of anti-slip protection.

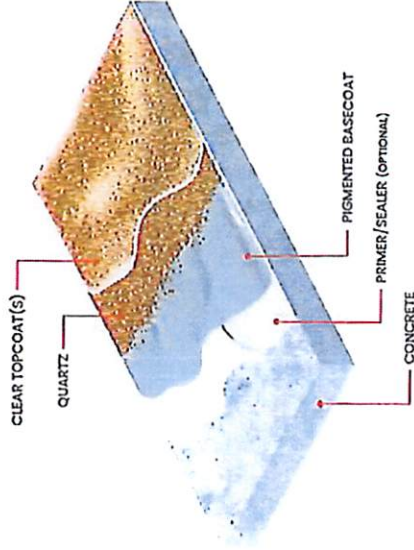
hygienic and seamless protection

Resinous and high-performance flooring systems create seamless surfaces that are extremely durable and easy to maintain. The non-porous surface makes spills easy to clean and provides superior protection against the growth of mold and bacteria compared to tile and grout options.

design options

For everyday spaces, choose from our extensive collection of professionally designed color patterns. For special projects, open the door to new possibilities and custom design QUARTZ patterns from a selection of over 40 solid colors and 2 size options.

QUARTZ floor system illustration



For best results, a clear topcoat is recommended to fully encapsulate the QUARTZ and provide a durable wearing surface.



Image QB-1026

- DURABLE**
- DECORATIVE**
- ECONOMICAL**
- SAFE**
- HYGIENIC**
- CUSTOM**
- RENEWABLE**

benefits of QUARTZ flooring systems

Superior colorfastness, chemical, abrasion, and impact resistance for the most extreme heavy-duty environments.

Enhance your high-performance flooring by adding custom color and texture to complement any décor.

QUARTZ provides a cost-effective flooring solution with extraordinary resilience under the most demanding conditions.

QUARTZ provides resinous flooring with an excellent slip resistance to prevent slip and fall injuries and liability.

The seamless finish of resinous flooring creates an easy to clean surface and prevents the buildup of dirt, moisture, and bacteria.

A wide range of color and size options provides a multitude of design possibilities to suit any environment.

Resinous floors can easily be revitalized after years of use by sanding the surface and applying a new topcoat.

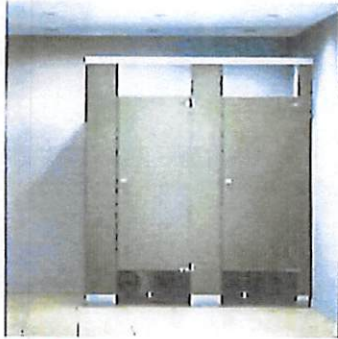
DISCLAIMER: The colors shown in this catalog may not be exact due to printing process limitations. For absolute color fidelity, colors should always be chosen from physical samples.



Dalmatian
QB-1007

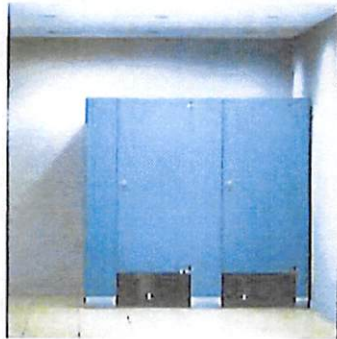
ENHANCE YOUR ENVIRONMENT

©2003



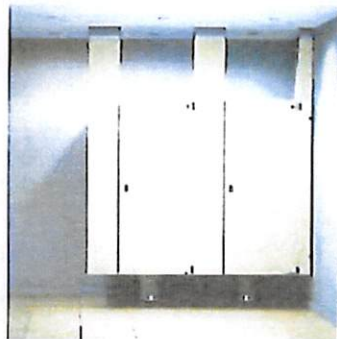
**FLOOR ANCHORED/
OVERHEAD BRACED**

This economical and sturdy mounting style installs just about anywhere. An anodized aluminum anti-grip hand rail secures partitions firmly to the walls.



**FLOOR
ANCHORED**

Simplified construction permits ease of installation anywhere. For concrete floors only: 2" minimum penetration into floor required.



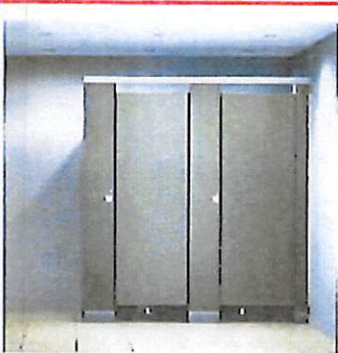
**CEILING
HUNG**

When used together with wall-hung fixtures, the entire floor is accessible for efficient cleaning. Structural steel ceiling supports are necessary to assure proper installation.



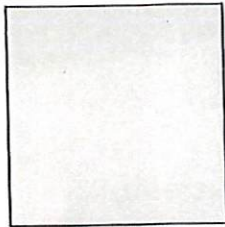
**FLOOR TO CEILING
ANCHORED**

This mounting style is extremely stable and durable as pilasters are anchored into both the concrete floor and the structural ceiling support.

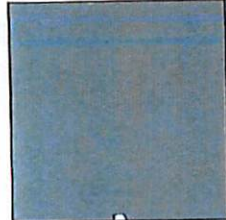


**ULTIMATE
PRIVACY™**

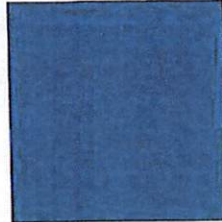
Phenolic partitions are strong, durable and feature doors and panels up to 72" high. Self-closing rebated doors overlap to remove any sightlines into the stall to ensure privacy.



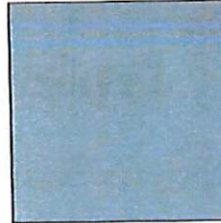
Hazel 4450C



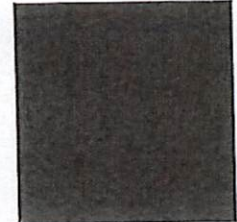
Smoke 8450C



Navy Blue 7450C



Fog 3450C



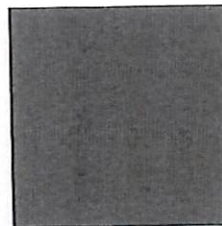
Black 2000C

Black Core

More Economically Priced Than Color-Thru Yet Great for Any Environment



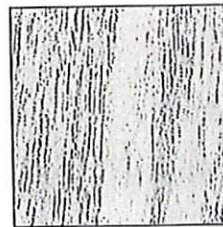
*White Ash 1841



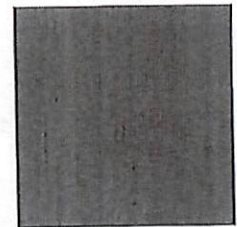
Graphite 2150



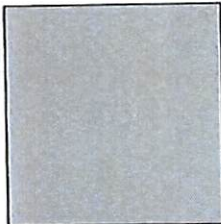
*Neo Walnut 7954



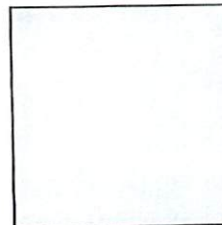
*Kingswood Walnut
9218



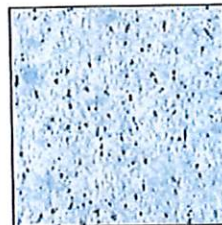
*Asian Night 9550



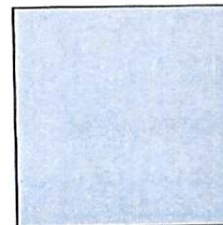
Taupe 9096



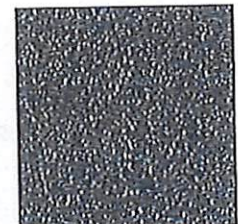
Silver Gray 3000



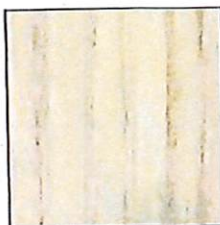
Folkstone Celesta
3300



Dove Gray 3010



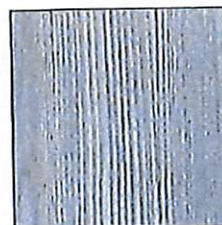
Graphite Grafix 3020



*Aged Ash 9844



*Burnt Strand 5107



*Weathered Ash 9842

ASI Global Partitions
900 Clary Connector
Eastanollee, GA 30538
Tel: 706.827.2700 Fax: 706.827.2710
Email: sales@asi-globalpartitions.com
Web: asi-globalpartitions.com

*Actual colors may vary slightly from those shown due to limitations in the printing process.
Directional Pattern - Pattern on panels over 60" wide will run perpendicular to pattern on doors and pilasters. Patterns shown cropped from full size sheet, contact us for additional references.

Precision Frameworks™

Framed Mirror Solutions

PrecisionFrameworks.com
toll-free: 1-877-739-1169
fax: 770-979-0233
email: sales@pfwks.com

Precision Frameworks L-2436F

Specifications

Profile:

L-2436F (Full)

Specs:

Plug-In Ready (2-3' Plug & Wire)

Dimmable

7600 Lumens

50,000 Hour Led Strip

120/240 VAC Input

UL Listed

5000k Color Temp

White Power Coated Steel Chassis w. 5mm mirror

Dimensions:

Width: 23 5/8"

Height: 35 1/2"

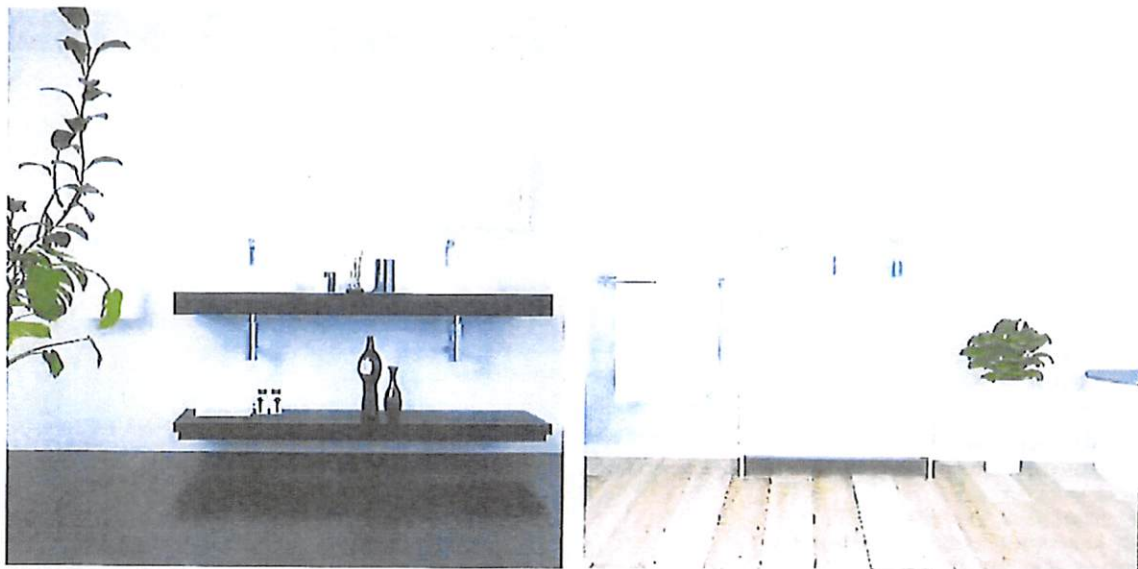
Depth: 2 1/4"



Front View

Frame Warranty:

1-year manufacturer warranty on file



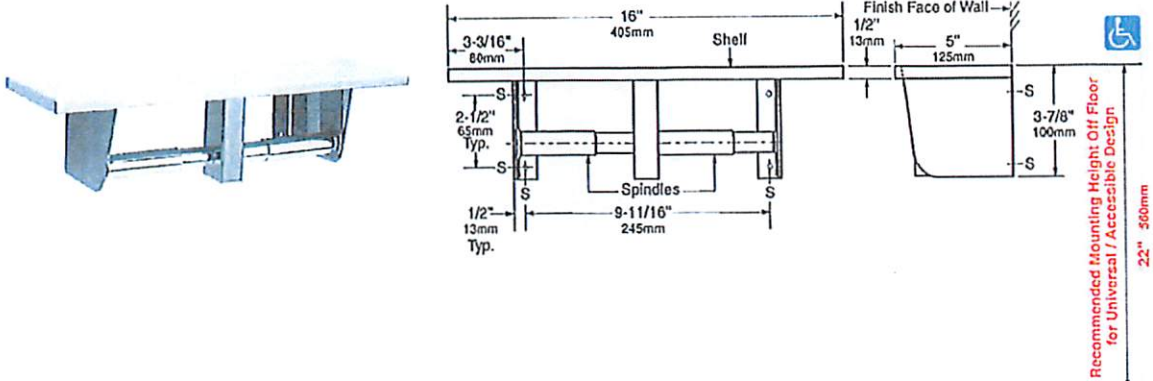
For more information about the full Precision Frameworks product line, visit our website at www.PrecisionFrameworks.com



Technical Data

SURFACE-MOUNTED TOILET TISSUE DISPENSER AND UTILITY SHELF

B-2840



MATERIALS:

- Shelf** — 18-8, type-304, 20-gauge (1.0mm) stainless steel with satin finish. 1/2" (13mm) return edges for maximum rigidity. Front edge is hemmed for safety.
- Mounting Brackets** — 18-8, type-304, 18-gauge (1.2mm) stainless steel with satin finish. Welded to shelf.
- Toilet Tissue Dispensers (2)** — Support brackets are 18-8, type-304, 18-gauge (1.2mm) stainless steel with satin finish. Equipped with two chrome-plated plastic spindles, each with a heavy-duty internal spring.

OPERATION:

Close clearance of support brackets deters removal of toilet tissue rolls until they are depleted. Unit holds two standard-core toilet tissue rolls up to 5-1/2" (140mm) diameter (1800 sheets).

Designer's Note: It is recommended that one full toilet tissue roll remain wrapped or taped until the other roll has been depleted to avoid wasting the ends of both rolls.

INSTALLATION:

- Mount unit on wall or partition with four #7 x 1-1/2" (3.8 x 38mm) sheet-metal screws (not furnished) at points indicated by an S.
- For partitions with particle-board or other solid core, provide sheet-metal screws or through-bolts, nuts, and washers.
- For hollow-core metal partitions, provide solid backing into which sheet-metal screws can be secured. If two units are installed back-to-back, then provide threaded sleeves and machine screws for the full thickness of partition.
- For plaster or dry wall construction, provide concealed backing to comply with local building codes, then secure unit with #7 x 1-1/2" (3.8 x 38mm) or longer sheet-metal screws.
- For other wall surfaces, provide #7 x 1-1/2" (3.8 x 38mm) sheet-metal screws and fiber plugs or expansion shields, or provide 1/8" (3mm) toggle bolts or expansion bolts.

SPECIFICATION:

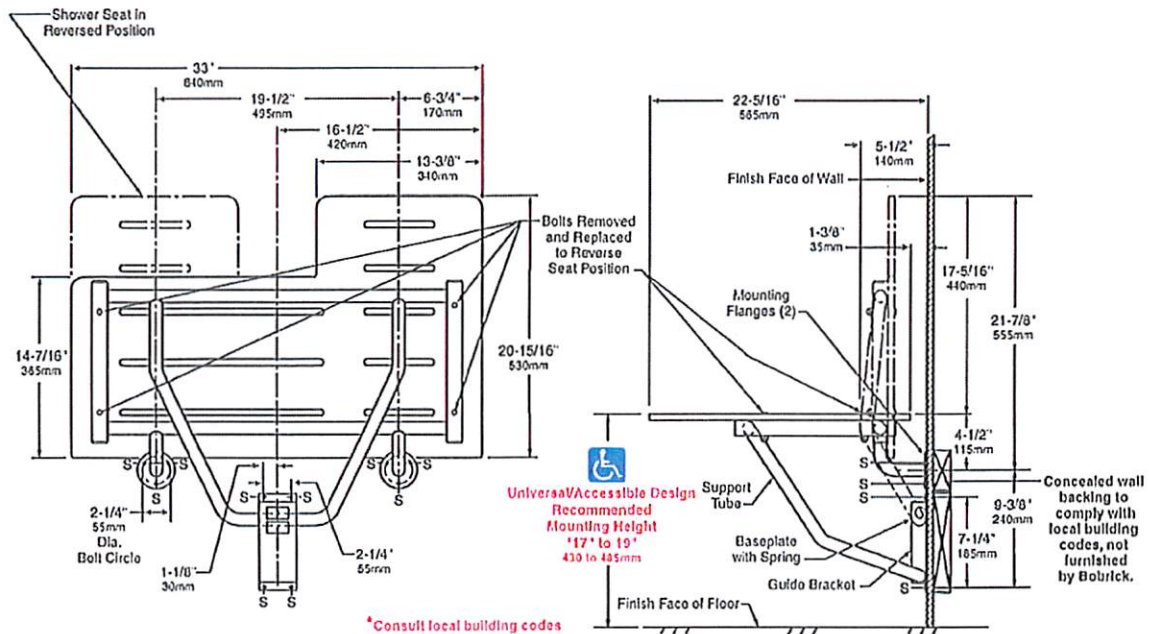
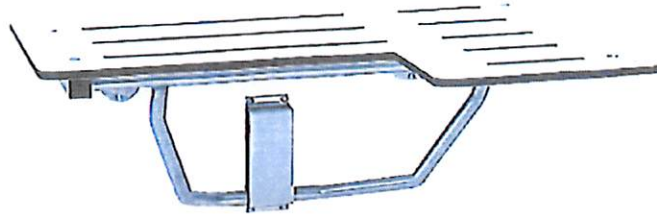
Surface-mounted toilet tissue dispenser and utility shelf shall be type-304 stainless steel with satin finish. Shelf shall have 1/2" (13mm) return edges with front edge hemmed for safe handling. *Spindles shall be chrome-plated plastic with heavy-duty internal spring and shall hold standard-core toilet tissue rolls up to 5-1/2" (140mm) diameter (1800 sheets).

*Theft-resistant spindle (part No. 283-604) available as a replacement part.

Surface-Mounted Toilet Tissue Dispenser And Utility Shelf shall be Model B-2840 of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.

BOBRICK

Technical Data

**REVERSIBLE
SOLID PHENOLIC
FOLDING SHOWER SEAT****B-5181**

Left-Hand Seat Shown

MATERIALS:

Seat — One-piece, 1/2" (13mm) thick, solid phenolic with matte-finish, ivory-colored, melamine surfaces and black phenolic-resin core — cannot delaminate. Integral slots for water drainage. Secured to frame with stainless steel carriage bolts and acorn nuts. Reversible for left- or right-hand installation in the field.

Frame — 18-8, type-304, stainless steel with satin finish. 16-gauge (1.6mm), 1-1/4" (30mm) square tubing and 18-gauge (1.2mm), 1" (25mm) diameter seamless tubing.

Mounting Flanges (2) — 18-8, type-304, 3/16" (5mm) thick stainless steel with satin finish. 3" (75mm) diameter with three mounting screw holes.

Baseplate — 18-8, type-304, heavy-gauge stainless steel.

Spring — 17-7, type-301, 24-gauge (0.6mm) stainless steel. Spot-welded to baseplate.

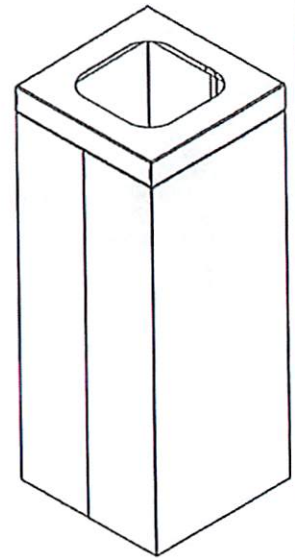
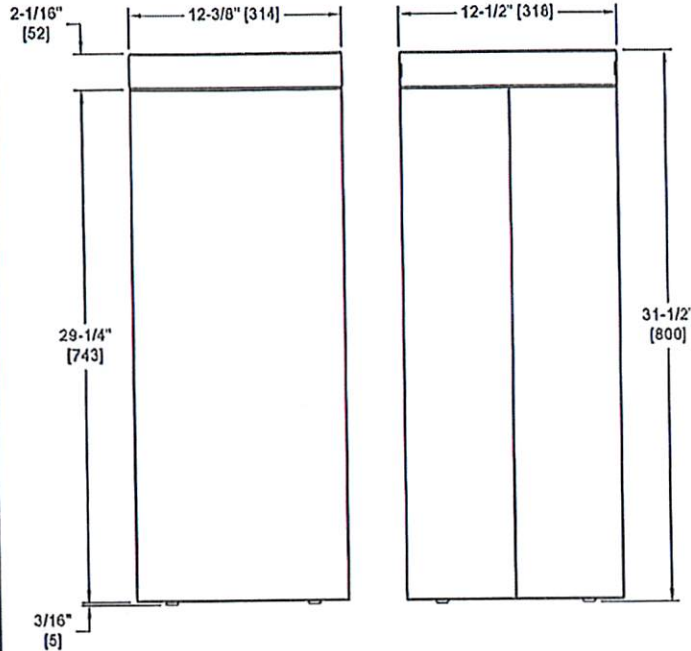
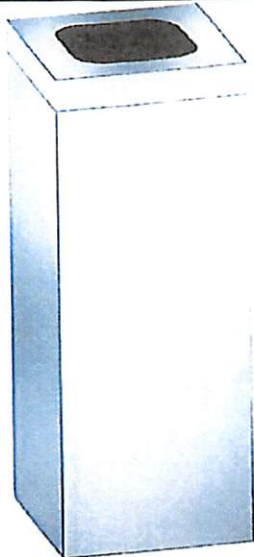
Guide Bracket — 18-8, type-304, 16-gauge (1.6mm) stainless steel with satin finish.

continued . . .

Waste Receptacle - 14 gal. Can Only - Stainless Steel - Free Standing

Waste Receptacles

MasterFormat Section 10 28 13



Scan for Information



SUSTAINABILITY/LEED

MR 4.1 (1) MR 6 (1) EQ 4.2 (1)
MR 4.2 (1) EQ 4.1 (1) EQ 4.4 (1)

NOTE:
ALL DIM'S INCH (MM)
ILLUSTRATION FOR REF ONLY AND NTS

PRODUCT OVERVIEW

Waste receptacle is fabricated of 22 gauge type 304 stainless steel and holds 14 gallons (54 L) of waste material. Top is removable for easy maintenance and bottom is equipped with four (4) black rubber feet.

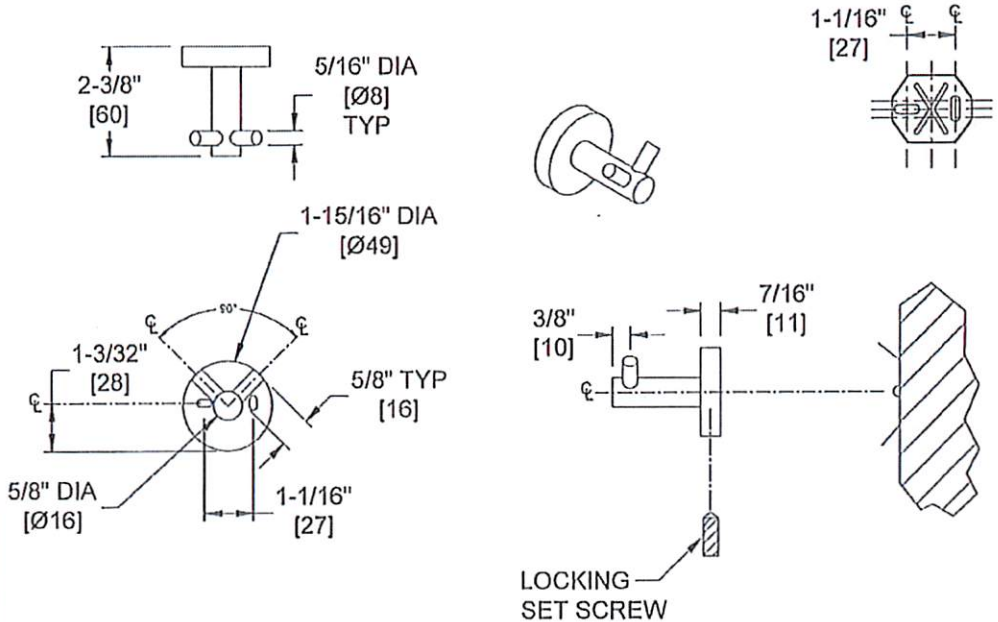
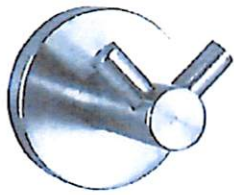
KEY FEATURES & SPECIFICATIONS

- Open top waste receptacle can be retro-fitted with a dual door swing top
- Top (0834/0839) sold separately
- 22 gauge Type 304 stainless steel - Satin Finish
- Receptacle base has 4 non-skid tips to prevent unwanted sliding
- Free Standing - Mobile
- Can Only
- 14 gal. (54L)

Double Robe Hook

Specialty Accessories

MasterFormat Section 10 28 13



SUSTAINABILITY/LEED

MR 4.1 (1) MR 6 (1) EQ 4.2 (1)
MR 4.2 (1) EQ 4.1 (1) EQ 4.4 (1)

NOTE:
ALL DIM'S INCH [MM]
ILLUSTRATION FOR REF ONLY AND NTS

PRODUCT OVERVIEW

Two hooks, set apart at 90° on center, extend 2-3/8" [60] from wall or door. Suitable for robes, clothing or small bags. Satin finish stainless steel. Hex L-key (M2.5) is provided to lock set screw to secure unit to wall bracket.

KEY FEATURES & SPECIFICATIONS

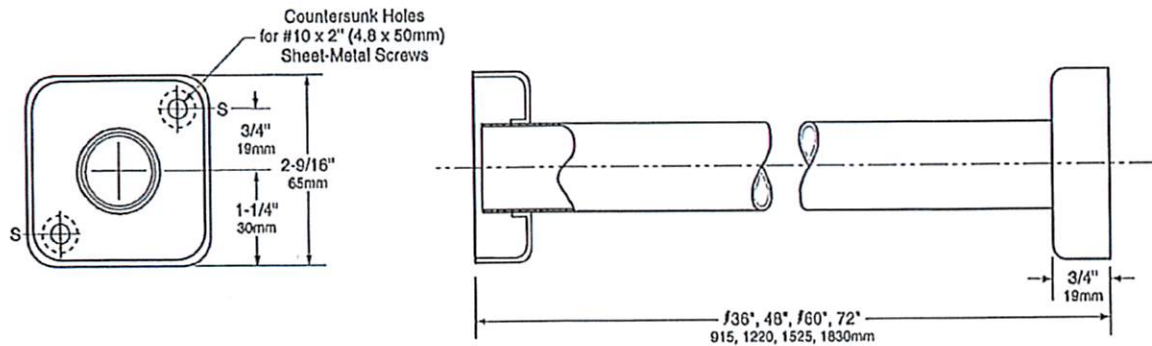
- Double Hook
- Type 304 Stainless Steel - Satin Finish
- Surface Mounted
- 22 Gauge Post
- 18 Gauge Bracket



Technical Data

ClassicSeries™ EXTRA-HEAVY-DUTY SHOWER CURTAIN ROD

B-6047



MATERIALS:

Curtain Rod — 18-8 S, type-304, 18-gauge (1.2mm) stainless steel tubing with satin finish. 1-1/4" (30mm) outside diameter. Available in lengths from 36" (915mm) up to 72" (1830mm).

Flanges — 18-8 S, type-304, 20-gauge (1.0mm) stainless steel with satin finish. One-piece, die-formed.

INSTALLATION:

Slide flanges onto curtain rod. Position flanges against wall and secure with #10 x 2" (M4.8 x 50mm) Phillips oval-head, stainless steel, sheet-metal screws, furnished by manufacturer; at points indicated by an S. For plaster or dry wall construction, provide concealed backing to comply with local building codes, then secure flanges with sheet-metal screws furnished. For other wall surfaces, provide fiber plugs or expansion shields for use with sheet-metal screws furnished, or provide 1/8" (3mm) toggle bolts or expansion bolts.

SPECIFICATION:

Shower curtain rod shall be type-304, 18-gauge (1.2mm) stainless steel with satin finish and have outside diameter of 1-1/4" (30mm). One-piece, die-formed flanges shall be type-304, 20-gauge (1.0mm) stainless steel with satin finish. Manufacturer's service and parts manual shall be provided to the building owner/manager upon request.

Shower Curtain Rod shall be Model B-6047 x _____ (insert length) of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.

ORDINANCE NO. 4552-23

AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY ADOPTING CURRENT REPLACEMENT PAGES. (Passage on first reading)

Department Requesting: Law

Sponsor: Stephanie Truelove

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is presently before Council;

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

SECTION ONE:

That the ordinances of the City of Urbana, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, title, chapters and sections within the September 2023 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION TWO:

That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 303.081 Impounding Vehicles on Private Residential or Agricultural Property. (Amended)
- 303.082 Private Tow-Away Zones. (Amended)
- 303.083 Impounding Vehicles on Public Property. (Amended)
- 303.09 Leaving Junk and Other Vehicles on Private or Public Property Without Permission or Notification. (Amended)
- 303.10 Leaving Junk Vehicles on Private Property With Permission of Owner. (Amended)
- 303.991 Committing an Offense While Distracted Penalty. (Amended)
- 331.35 Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
- 333.01 OVI; Willful Misconduct; Speed. (Amended)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 333.11 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)

Traffic Code (Cont.)

- 335.07 Driving Under Suspension or License Restriction. (Amended)
- 335.071 Driving Under OVI Suspension. (Amended)
- 335.072 Driving Under Financial Responsibility Law Suspension or Cancellation;
Driving Under a Nonpayment of Judgment Suspension. (Amended)
- 335.073 Driving Without Complying With License Reinstatement Requirements.
(Amended)
- 335.074 Driving Under License Forfeiture or Child Support Suspension.
(Amended)
- 337.22 Windshield and Windshield Wiper; Sign or Poster Thereon. (Amended)
- 341.01 Commercial Drivers Definitions. (Amended)
- 351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots and
Garages. (Amended)

General Offenses Code

- 501.01 General Provisions and Penalty Definitions. (Amended)
- 501.99 Penalties for Misdemeanors. (Amended)
- 505.071 Cruelty to Companion Animals. (Amended)
- 505.12 Coloring Rabbits or Baby Poultry; Sale or Display of Poultry. (Amended)
- 509.04 Disturbing a Lawful Meeting. (Amended)
- 509.08 Impeding Public Passage of an Emergency Service Responder. (Added)
- 521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
- 521.13 Spreading Contagion. (Added)
- 525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
- 525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
- 529.02 Sales to and Use By Underage Persons; Securing Public Accommodations.
(Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.01 Obscenity and Sex Offenses Definitions. (Amended)
- 533.06 Voyeurism. (Amended)
- 533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)

SECTION THREE:

That the complete text of the Traffic and General Offenses Codes sections listed above are set forth in full in the current Replacement Pages to the Codified Ordinances which are properly filed in the office of the Clerk of the Urbana City Council.

SECTION FOUR:

That pursuant to Section 2.19 of the Charter, notice of the proposed revision shall be published one time in a newspaper of general circulation in the City at least seven days prior to its final approval and no other publication thereof shall be required.

SECTION FIVE:

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 SIX:

This ordinance shall become effective on November 7, 2023.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: Mark W. Finster 10/26/23
Director of Law Date

Jumper: _____ Yay _____ Nay _____ N/A

Scott: _____ Yay _____ Nay _____ N/A

Paul: _____ Yay _____ Nay _____ N/A

Lovegood: _____ Yay _____ Nay _____ N/A

Thackery: _____ Yay _____ Nay _____ N/A

Collier: _____ Yay _____ Nay _____ N/A

Bean: _____ Yay _____ Nay _____ N/A

RESOLUTION NO. 2676-23

A RESOLUTION AMENDING COMMUNITY REINVESTMENT AREA AGREEMENTS BY AND BETWEEN THE CITY OF URBANA AND THE ULTRA-MET COMPANY

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”), adopted 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 11, 2011 to expand the geographic boundaries of Urbana CRA-Area 1, designated as CRA #021-79072-01; and

WHEREAS, under the terms of Ordinance 4348 as Amended, 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 under the Community Reinvestment Area (“CRA”) Act, Ohio Revised Code (“O.R.C.”) Sections 3735.65 through 3735.70; and

WHEREAS, Council passed Resolution 2569-20 on January 7, 2020, authorizing the City to enter into a CRA agreement with the Ultra-Met Company (“Ultra-Met”) related to Ultra-Met’s planned 15,000 square foot addition to its manufacturing facility located in the City (the “Phase 1 CRA Agreement”); and

WHEREAS, Council passed Resolution 2594-20 on December 15, 2020, authorizing the City to enter into a CRA agreement with the Ultra-Met Company (“Ultra-Met”) related to Ultra-Met’s planned 5,040 square foot addition to its manufacturing facility located in the City (the “Phase 2 CRA Agreement,” and together with the Phase 1 CRA Agreement, the “CRA Agreements”); and

WHEREAS, the planned additions to the manufacturing facility addressed in the CRA Agreements have been completed and the tax exemptions authorized in the CRA Agreements are eligible to be activated by the Champaign County Auditor (the “County Auditor”); and

WHEREAS, for City zoning, and land management purposes, Ultra-Met combined the parcels containing the manufacturing facility into one parent parcel known, identified in the records of the County Auditor as parcel I.D. no. K48-25-00-04-02-054-00 (the “Combined Parcel”) for tax year 2022; and

WHEREAS, the Combined Parcel is the parcel that is subject to the terms of the CRA Agreements, and the City and Ultra-Met intend to amend the CRA Agreements to clarify that fact.

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

SECTION ONE:

That the First Amended Phase 1 CRA Agreement between the City and Ultra-Met, substantially in the form attached to this Resolution as **Exhibit A**, 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 designees. The Mayor, or his or her designee, for and in the name of the City, is hereby authorized to execute the First Amended Phase 1 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 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 First Amended Phase 1 CRA Agreement by the Mayor, or his or her designee.

SECTION TWO:

That the First Amended Phase 2 CRA Agreement between the City and Ultra-Met, substantially in the form attached to this Resolution as **Exhibit B**, 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 designees. The Mayor, or his or her designee, for and in the name of the City, is hereby authorized to execute the First Amended Phase 2 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 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 First Amended Phase 2 CRA Agreement by the Mayor, or his or her designee.

SECTION THREE:

That the Clerk of this Council forward a certified copy of this Resolution, along with all exhibits to this Resolution, including the First Amended CRA Agreement, to the Director of the Ohio Department of Development no later than March 31, 2024, pursuant to R.C. 3735.672.

SECTION FOUR:

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 FIVE:

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

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: Mark M. Fountain 10/26/23
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

First Amended Phase 1 CRA Agreement

FIRST AMENDED PHASE 1 COMMUNITY REINVESTMENT AREA AGREEMENT BY AND BETWEEN THE CITY OF URBANA AND THE ULTRA-MET COMPANY

This First Amended Phase 1 Community Reinvestment Area Agreement (this “Agreement”), is made and entered into as of _____, 2023 (the “Effective Date”), by and between the City of Urbana, Ohio, an Ohio political subdivision, through its City Council (the “City”), and the Ultra-Met Company, an Ohio Corporation with offices located at 720 N. Main St. 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 council (the “Council”) of the City of Urbana, County of Champaign, State of Ohio (the “City”), adopted 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 11, 2011 to expand the geographic boundaries of Urbana CRA-Area 1, designated as CRA #021-79072-01; and

WHEREAS, under the terms of Ordinance 4348 as Amended, 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 under the Community Reinvestment Area (“CRA”) Act, Ohio Revised Code (“O.R.C.”) Sections 3735.65 through 3735.70

WHEREAS, Council passed Resolution 2569-20 on January 7, 2020, authorizing the City to enter into a CRA agreement with the Ultra-Met Company (“Ultra-Met”) related to Ultra-Met’s planned 15,000 square foot addition to its manufacturing facility located in the City (the “Phase 1 CRA Agreement”); and

WHEREAS, the planned additions to the manufacturing facility addressed in the Phase 1 CRA Agreement have been completed and the tax exemption authorized in the Phase 1 CRA Agreement has been activated by the Champaign County Auditor (the “County Auditor”); and

WHEREAS, for City zoning, and land management purposes, Ultra-Met combined the parcels containing the manufacturing facility into one parent parcel known, identified in the records of the County Auditor as parcel I.D. no. K48-25-00-04-02-054-00 (the “Combined Parcel”) for tax year 2022; and

WHEREAS, the Combined Parcel is the parcel that is subject to the terms of the Phase 1 CRA Agreement, as further described in **Exhibit A**, attached to this Agreement, incorporated by reference, and the City and Ultra-Met intend to amend the Phase 1 CRA Agreement to clarify that fact.

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. The first sentence of Section 1 of the Phase 1 CRA Agreement currently reads:
“1. Ultra-Met Company shall construct a new 15,000 square feet manufacturing addition located at 720 N. Main St. CRA Area 1 Urbana OH.”
2. The first sentence of Section 1 of the Phase 1 CRA Agreement is hereby amended and restated as follows:
“1. Ultra-Met Company shall construct a new 15,000 square feet manufacturing addition located at 720 N. Main St. CRA Area 1 Urbana OH, Champaign County permanent parcel I.D. no. K48-25-00-04-02-054-00, and further described in Exhibit A, incorporated by reference.
3. All other provisions of the Phase 1 CRA Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Urbana, Ohio, by its Mayor and pursuant to Resolution No. _____ adopted _____, 2023, has caused this instrument to be executed as of this _____ day of _____, 2023,

Ultra-Met Company

By: _____

Name: _____

Title: _____

CITY OF URBANA, OHIO

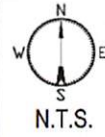
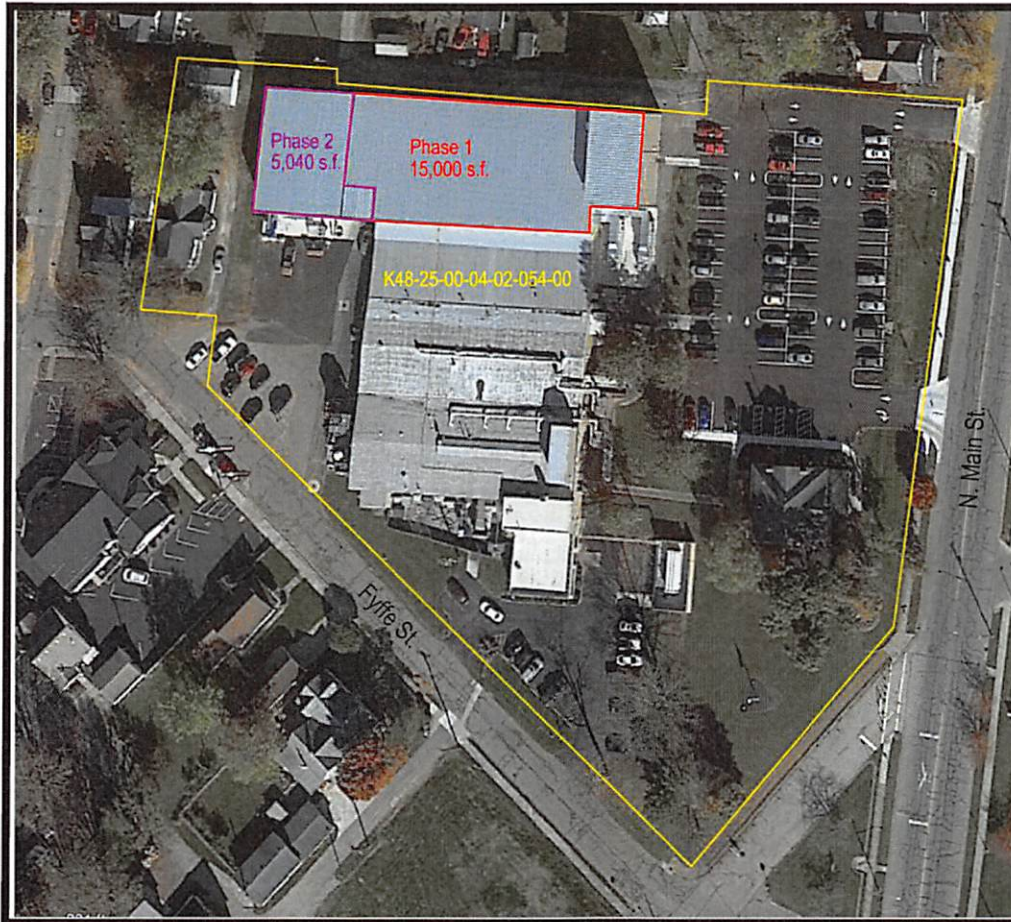
Bill Bean, Mayor

Approved as to form:

Mark Feinstein, Director of Law

EXHIBIT A

Combined Parcel



CITY OF URBANA DIVISION OF ENGINEERING 205 S. Main Street Urbana, Ohio 43078 Fax: (937) 652-5145 Phone: (937) 652-4324	
Ultra Met CRA Tyler Bumbalough, P.E. CITY ENGINEER	
CAD FILE: Engineering\Urbana Map\Urbana Parcel-Zoning-Address Map.dwg	REVISION DATE: ---
DRAWN BY: TLB	ISSUE DATE: 7-6-23
APPROVED BY: TLB	SCALE: N.T.S.
Aerial	

EXHIBIT B

First Amended Phase 2 CRA Agreement

FIRST AMENDED PHASE 2 COMMUNITY REINVESTMENT AREA AGREEMENT BY AND BETWEEN THE CITY OF URBANA AND THE ULTRA-MET COMPANY

This First Amended Phase 2 Community Reinvestment Area Agreement (this “Agreement”), is made and entered into as of _____, 2023 (the “Effective Date”), by and between the City of Urbana, Ohio, an Ohio political subdivision, through its City Council (the “City”), and the Ultra-Met Company, an Ohio Corporation with offices located at 720 N. Main St. 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 council (the “Council”) of the City of Urbana, County of Champaign, State of Ohio (the “City”), adopted 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 11, 2011 to expand the geographic boundaries of Urbana CRA-Area 1, designated as CRA #021-79072-01; and

WHEREAS, under the terms of Ordinance 4348 as Amended, 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 under the Community Reinvestment Area (“CRA”) Act, Ohio Revised Code (“O.R.C.”) Sections 3735.65 through 3735.70

WHEREAS, Council passed Resolution 2594-20 on December 15, 2020, authorizing the City to enter into a CRA agreement with the Ultra-Met Company (“Ultra-Met”) related to Ultra-Met’s planned 5,040 square foot addition to its manufacturing facility located in the City (the “Phase 2 CRA Agreement”); and

WHEREAS, the planned additions to the manufacturing facility addressed in the Phase 2 CRA Agreement have been completed and the tax exemption authorized in the Phase 2 CRA Agreement has been activated by the Champaign County Auditor (the “County Auditor”); and

WHEREAS, for City zoning, and land management purposes, Ultra-Met combined the parcels containing the manufacturing facility into one parent parcel known, identified in the records of the County Auditor as parcel I.D. no. K48-25-00-04-02-054-00 (the “Combined Parcel”) for tax year 2022; and

WHEREAS, the Combined Parcel is the parcel that is subject to the terms of the Phase 2 CRA Agreement, as further described in **Exhibit A**, attached to this Agreement, incorporated by reference and the City and Ultra-Met intend to amend the Phase 2 CRA Agreement to clarify that fact.

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. The first sentence of Section 1 of the Phase 2 CRA Agreement currently reads:

“1. Ultra-Met Company shall construct a new 5,040 square feet manufacturing addition located at 720 N. Main St. CRA Area 1 Urbana OH.”

2. The first sentence of Section 1 of the Phase 2 CRA Agreement is hereby amended and restated as follows:

“1. Ultra-Met Company shall construct a new 5,040 square feet manufacturing addition located at 720 N. Main St. CRA Area 1 Urbana OH, Champaign County permanent parcel I.D. no. K48-25-00-04-02-054-00, and further described in **Exhibit A**, incorporated by reference.

3. All other provisions of the Phase 2 CRA Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Urbana, Ohio, by its Mayor and pursuant to Resolution No. _____ adopted _____, 2023, has caused this instrument to be executed as of this _____ day of _____, 2023,

Ultra-Met Company

By: _____

Name: _____

Title: _____

CITY OF URBANA, OHIO

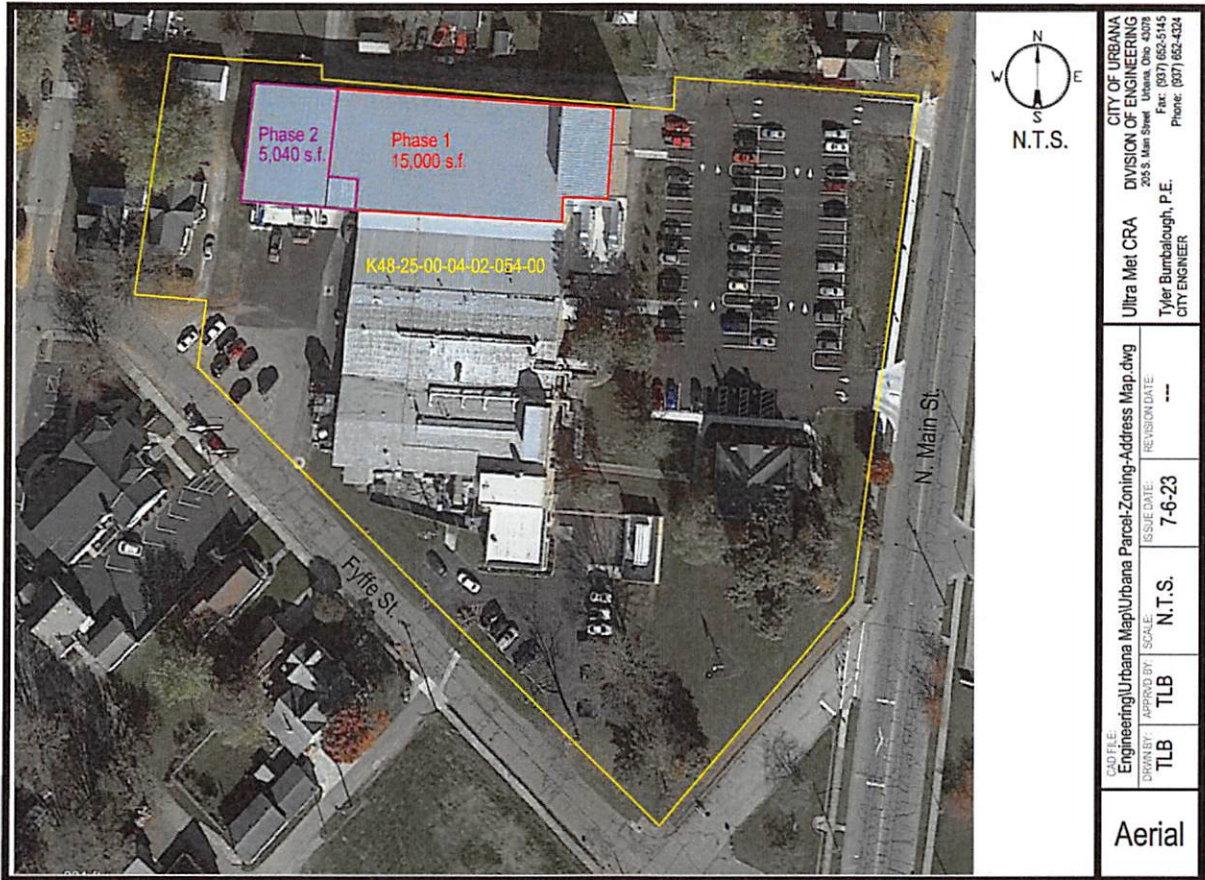
Bill Bean, Mayor

Approved as to form:

Mark Feinstein, Director of Law

EXHIBIT A

Combined Parcel



RESOLUTION NO. 2677-23

A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION OF THE CITY OF URBANA TO EXECUTE THE SFY2024 ODOT MATCHING GRANT OFFER FOR THE FY2023 FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM (AIP), NO. 3-39-0080-028-2023, AT THE GRIMES FIELD AIRPORT (I-74), AND DECLARING AN EMERGENCY (One (1) reading/no public hearing required).

Department Requesting: Grimes Field Airport

Sponsor: Councilwoman Amy Jumper

WHEREAS, the Urbana City Council recently approved a FAA grant offer for Rehabilitation of Taxi-lane 'E' (570' x 25') (Construction), Phase 2 of 2, and for Rehabilitation Taxi-lane 'F' (570' x 35') (Construction), Phase 2 of 2, NO. 3-39-0080-028-2023; and

WHEREAS, the Ohio Department of Transportation has a 5% matching grant available; and

WHEREAS, the Ohio Department of Transportation requires a resolution from the City Council authorizing signing and submission of a grant application to ODOT for the 5% matching grant;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Urbana:

Section One.

The Director of Administration, Kerry Brugger, is hereby authorized to sign the SFY 2024 ODOT matching grant application, with appendices, and submit it to ODOT with a copy of the executed FAA grant offer, and to sign the Grant Offer when it is received.

BE IT FURTHER RESOLVED that the Council Clerk is hereby directed to prepare a copy of this resolution for attachment to the ODOT matching grant application.

Section Two.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Three.

That this resolution shall be declared an emergency as the terms of the Grant Agreement specify that the Director of Administration must execute the Grant, followed by the Director of Law's certification thereof, within definite time frames. This Resolution shall therefore take effect immediately after passage to ensure timely participation in the Grant Agreement. This resolution shall be in full force and effect from and immediately upon its adoption.

President, City of Urbana Council

(RESOLUTION NO. 2677-23)

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *W. W. B. B. B.* 10/30/23
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

**OHIO AIRPORT IMPROVEMENT GRANT PROGRAM,
MATCHING GRANT APPLICATION FOR GENERAL AVIATION AIRPORTS
APPENDIX A, APPLICATION LETTER FORMAT**

10/13/2023

James Bryant, Administrator
Office of Aviation
Ohio Department of Transportation
2829 W. Dublin-Granville Road
Columbus, Ohio 43235-2786

RE: Application for funding under the Ohio Airport Improvement Grant Program

Dear Mr. Bryant:

The **City of Urbana** hereby submits an Application for **\$15,678** in SFY 2024 Grant Funds under the Ohio Airport Improvement Grant Program, Matching Grant Application for General Aviation Airports for use at the **Grimes Field Airport**.

The Grant Funds will be used in conjunction with FAA AIP or BII Grant **3-39-0080-028-2023** for **Rehabilitate Taxilane E - 570' x 25' (Construction), Phase 2 of 2, and Rehabilitate Taxilane F - 570' x 35' (Construction), Phase 2 of 2.**

The amount requested from ODOT represents 5% of the total eligible project cost. The sponsor will be responsible for 100% of any or all non-eligible items. The final eligible project breakout is 90% FAA, 5% sponsor and 5% ODOT:

Total project value:	\$454,072.20
Total eligible project value:	\$313,564.20
FAA share (90%):	\$282,207
Applicant share (5%):	\$156,187.20
ODOT share (5%):	\$ 15,678.00

The following documents have been included:

- A certified copy of a resolution from **City of Urbana** authorizing the submission of this application to ODOT.
- Signed copy of the Standard Assurances required by the Ohio Airport Grant Program, Matching Grant Application for General Aviation Airports (Appendix B).
- Copy of the executed FAA Grant.
- A completed and signed Ohio Airport Protection Act Compliance Form, Appendix O, "Ohio Airport Protection Act Compliance Form."

Should you have any questions or need further information, please contact **Kerry Brugger** at (937) 652-4302 or kerry.brugger@ci.urbana.oh.us.

Respectfully,

Kerry Brugger, Director of Administration

**OHIO AIRPORT IMPROVEMENT GRANT PROGRAM,
MATCHING GRANT APPLICATION FOR GENERAL AVIATION AIRPORTS
APPENDIX B, STANDARD ASSURANCES**

Upon execution of the Grant Contract, these Standard Assurances are incorporated into and become part of the Grant Contract. Pursuant to the Ohio Airport Improvement Grant Program Standard Procedure, the Applicant/Sponsor: City of Urbana hereby assures the Ohio Department of Transportation that:

1. The Airport for which Grant Funds are requested is not eligible to receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds
2. The Applicant has received a Grant Offer from FAA for the eligible project and provided a copy of that Grant Offer to ODOT.
3. The Applicant will inform ODOT if any grants from non-ODOT sources (other than the Applicant and FAA) will be used to pay for any part of the project.
4. The Grant Funds will be used to provide 5% of the non-federal portion of the eligible funding for the project.
5. There will be no increase in the amount of this ODOT Matching Grant subsequent to execution of the grant agreement (i.e., there will be no "change orders").
6. The Applicant's Governing Body has passed a resolution authorizing this Application.
7. The Applicant has sufficient funds available for that portion of the project costs which will not be paid by ODOT, and the required local funding for the project as described in the application has been appropriated.
8. The Applicant has sufficient funds available to ensure operation and maintenance of all items funded under this grant agreement which it will own or control.
9. Any equipment purchased with ODOT grant funds will be expected to be operated for at least 20 years from the date of the Grant Contract unless the Applicant receives written permission from the Director of Transportation to discontinue operating the equipment. Such written permission shall include instructions on how to dispose of the equipment and what to do with the proceeds of any sale of the equipment.
10. In the case of real property acquired with funds from this grant, if the facilities cease to be an airport at any time, the Applicant agrees to return to the State a percentage of the appraised fair market value of the real property at the time the facility ceases to be an airport. The percentage shall be the same as the original State percentage of total project cost (i.e., 5%)
11. The public shall be afforded use of the Airport and of its facilities for aviation purposes as fully and equally as all other parties, in accordance with Ohio Revised Code 4561.11 and no sale, transfer, assignment, rental, lease or sublease shall be denied because of race, color, religion, sex, military status, ancestry, disability or national origin.

**OHIO AIRPORT IMPROVEMENT GRANT PROGRAM,
MATCHING GRANT APPLICATION FOR GENERAL AVIATION AIRPORTS
APPENDIX B, STANDARD ASSURANCES**

- 12. If the facilities cease to be an airport within 20 years from the date of the Grant Contract, the Applicant agrees to return the full amount of the Grant Funds to the State.
- 13. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or rehabilitation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of State funds for the project.
- 14. The Applicant will comply with all federal, state and local laws, rules and executive orders, as they apply to Airports and to the performance of the project.
- 15. The Applicant agrees to maintain all Airport owned or controlled Part 77 surfaces free of obstructions that can feasibly be removed or provide a formal airspace review of the obstruction completed by the FAA.
- 16. The Applicant certifies that it has implemented an effective airport pavement maintenance program and assures that it will use such program for the useful life of any pavement reconstructed, rehabilitated or repaired with ODOT funds.
- 17. During the performance of the project, the Applicant will comply with all applicable State and Federal Environmental requirements. Examples include the National Environmental Policy Act, the Clean Air Act, the Clean Water Act, the Endangered Species Act, among others.
- 18. Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace. Grantee shall make a good faith effort to ensure that all Grantee employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Applicant/Sponsor: City of Urbana

Printed Name of Signer: Kerry Brugger

Title of Signer: Director of Administration

Signature: _____

Date: _____

**OHIO AIRPORT IMPROVEMENT GRANT PROGRAM
APPENDIX O—COMPLIANCE FORM, OHIO AIRPORT PROTECTION ACT**

AIRPORT: Grimes Field Airport

Upon execution of a Grant Contract under the Ohio Airport Improvement Grant Program, the Airport Sponsor: City of Urbana hereby assures the Ohio Department of Transportation, Office of Aviation (ODOT) that:

1. Sponsor will appoint an Airspace Protection Representative to monitor all FAA aeronautical studies within the Airport's Part 77 airspace and provide ODOT with that person's name and contact information (*see Page 2*).
2. The Airspace Protection Representative is and maybe encouraged to comment either favorably or unfavorably on all circularized notifications for proposed structures that penetrate the Part 77 airspace of the Sponsor's airport.
3. When an aeronautical study results in a determination of no hazard by the FAA, but that determination is a concern to the Airport Sponsor, the Airspace Protection Representative will coordinate with ODOT to petition the FAA for a discretionary review of the aeronautical study within the 30 days provided by the FAA.
4. The Airspace Protection Representative will post in a public place, and announce at all public meetings of the sponsor, all aeronautical studies, and circularized notifications to make the airport's users aware of the proposed impacts and is encouraged to solicit input from the users when appropriate.

PRINTED
NAME OF SIGNER: Kerry Brugger

PRINTED
TITLE OF SIGNER: Director of Administration

SIGNATURE: _____

DATE: _____

**OHIO AIRPORT IMPROVEMENT GRANT PROGRAM
APPENDIX O—COMPLIANCE FORM, OHIO AIRPORT PROTECTION ACT**

AIRSPACE PROTECTION REPRESENTATIVE

AIRPORT: Grimes Field

NAME: Elton Cultice

EMAIL ADDRESS: Elton.Cultice@ci.urbana.oh.us

PHONE NUMBER: (937) 652-4319

ADDRESS: 1636 North Main Street

CITY/STATE/ZIP: Urbana, Ohio 43078

RESOLUTION NO. 2678-23

A RESOLUTION APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA REAL PROPERTY TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF URBANA AND WILLMAN SELLMAN IMPROVEMENTS LLC; APPROVING A SCHOOL DONATION AGREEMENT; AND DECLARING AN EMERGENCY. (One (1) reading required, no public hearing required).

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 by Ordinance 4574-22 (“Ordinance 4348 as Amended”) on July 19, 2022 and designated the CRA as a “community reinvestment area” pursuant to Chapter 3735 of the Ohio Revised Code (“O.R.C.”); and

WHEREAS, under the terms of Ordinance 4348 as Amended, 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, O.R.C. Sections 3735.65 through 3735.70; and

WHEREAS, Willman Sellman Improvements 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 mixed-use development with commercial and residential uses as well as other related site improvements, infrastructure and appurtenances, and install or cause to be installed the necessary machinery, equipment, and fixtures on the real property (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 a 15 year, CRA tax abatement (the “CRA Abatement”) on the increase in assessed value of the Property resulting from the completion of the Project; and

WHEREAS, pursuant to O.R.C. Sections 3735.67(A) and 3735.671 and Ordinance 4348 as Amended, 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, to induce the School District to approve the Exemption and waive the notice requirements under Sections 3735.671 and 5709.83, of the Ohio Revised Code, the City has requested, and the Company has agreed, to make certain payments to the School District under the terms of a school donation agreement (the “School Donation Agreement”), a copy of which is attached hereto as **Exhibit D** incorporated by reference; and

WHEREAS, to induce the JVSD to approve waive the notice requirements under Sections 3735.671 and 5709.83, of the Ohio Revised Code, the City has requested, and the Company has agreed, to make certain payments to the School District under the terms of the School Donation Agreement; and

WHEREAS, because of the Company's agreement to provide certain payments to the School District, the School District has agreed that it will not receive any municipal income tax payments from the City under Section 5709.82 of the Ohio Revised Code which are derived from the employees of the Project; and

WHEREAS, because of the Company's agreement to provide certain payments to the JVSD, the JVSD has agreed that it will not receive any municipal income tax payments from the City under Section 5709.82 of the Ohio Revised Code which are derived from the employees of the Project.

WHEREAS, on October 17, 2023, by approval of Resolution No. 1023-07, by a majority of the board, the Board of Education of the School District approved the CRA Agreement, and the School Donation Agreement, a certified copy of which is attached hereto as **Exhibit E** incorporated by reference; and

WHEREAS, on October 25, 2023, by approval of Resolution No. 60-23, the Board of Education of the JVSD approved the CRA Agreement, and the School Donation 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 RESOLVED 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; (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 fifteen (15) years in the percentages of the increase in assessed value of the Property, stated in Section 4 of the CRA Agreement, and nevertheless 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:

The Council hereby further authorizes and directs the Mayor, the Director of Law, the Director of Finance, the Director of Administration, 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 School Donation Agreement authorized and approved in this Resolution.

SECTION FOUR:

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 no later than March 31, 2024, pursuant to R.C. 3735.671.

SECTION FIVE:

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 SIX:

That for the reasons set forth in the preamble, 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.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *[Signature]* 11/1/23
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

The Property will be 211, 213, 213A, 215, 215A-H, 217, and 219 North Main Street, and for clarity, explicitly excluding 219A-L North Main Street, and including interests in Parcels K48-25-00-03-19-121-00, and K48-25-00-03-19-122-00, acquired or to be acquired by the Company as described and depicted on the map attached below:

Project Site Map

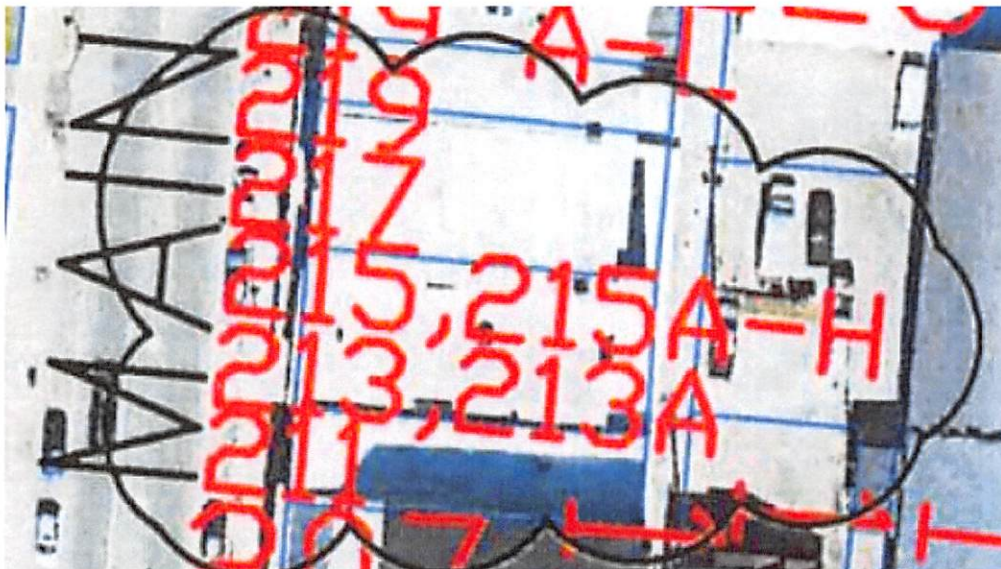


EXHIBIT B

CRA Application

[See Attached]

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

LLC

3. Name of principal owner(s) or officers of the business.

JAMON SELMAN

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

0. UPON COMPLETION 4 PEOPLE

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

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

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

0

e. State the enterprise'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 a political subdivision of the state? NO

Yes ___ No

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

c. 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? Yes ___ No

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

6. Project Description: 7,000 SF. CO-WORK SPACE TO CREATE NEW CAREERS AND JOBS IN THE COMMUNITY. THIS WILL BE A PREMIUM OFFICE SPACE NINE NEW RESIDENTIAL UNITS ON 2ND + 3RD FLOORS RANGING FROM STUDIO, 1 BDRM + 2 BDRM.

7. Project will begin AUGUST, 2023 and be completed AUGUST, 2024 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

YEAR 1 = 1 FTE. YEAR 2 = 2 FTE. YEAR 3 = 3 FTE
YEAR 4 = 4 FTE.

b. State the time frame of this projected hiring: 4 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

9. a. Estimate the amount of annual payroll such new employees will add \$ 300K F.T. (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

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

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

A. Acquisition of Buildings:	\$ <u>255,000</u>
B. Additions/New Construction:	\$ <u> </u>
C. Improvements to existing buildings:	\$ <u>2,250,000</u>
D. Machinery & Equipment:	\$ <u>250,000</u>
E. Furniture & Fixtures:	\$ <u>100,000</u>
F. Inventory:	\$ <u> </u>
Total New Project Investment:	\$ <u>2,855,000</u>

11. a. Business requests the following tax exemption incentives: 100 % for ¹⁵ ~~30~~ ^{JNS} years covering real _____ as described above. Be specific as to the rate, and term.

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

TOTAL SPEND = \$2,855,000. GRANTS APPROVED ARE: 1) HISTORIC TAX CREDITS = \$499,000, 2) VIBRANT COMMUNITIES = \$800K, REDUCES END COST TO \$1,556,000. HOWEVER EVEN WITH TOTAL PROJECTED RENTS, THE PROJECT BARELY SUSTAINS ITSELF. CRA IS CRUCIAL TO BE A SUSTAINABLE PROJECT.

Submission of this application expressly authorizes (name of local jurisdiction) _____ to contact the Ohio Environmental Protection Agency to confirm 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.

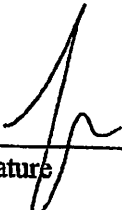
The Applicant agrees to supply additional information upon request.

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 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

WILLMAN SELLMAN IMPROVEMENTS LLC

JAMON SELLMAN
Name of Property Owner

6-20-23
Date


Signature

JAMON SELLMAN - OWNER
Typed Name and Title

NOTES

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

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

EXHIBIT C

CRA Agreement

[See Attached]

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”), is made and entered into as of _____, 2023 (the “Effective Date”), by and between the City of Urbana, Ohio, an Ohio political subdivision, through its City Council (the “City”), and Willman Sellman Improvements LLC, an Ohio limited liability company with offices located at 38 Monument Square., 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 remodel, construct and expand on the Project Site a mixed-use development with commercial and residential uses (the “Project”) together with related site improvements, and infrastructure supporting the employment of an estimated four (4) permanent employee positions by December 31, 2027; and

WHEREAS, the Project is anticipated to include a capital investment by or on behalf of the Company of approximately \$2,855,000 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 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; and

WHEREAS, pursuant to a resolution passed by the School District on _____, 2023, the School District approved this CRA Agreement and authorized the execution of a school donation agreement between the School District, the JVSD, and the Company; and

WHEREAS, pursuant to a resolution passed by the JVSD on _____, 2023, the JVSD approved this CRA Agreement and authorized the execution of a school donation agreement between the School District, the JVSD, and the Company; and

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 are two (2) historical buildings along North Main Street (as shown on Exhibit A), and further expects to remodel and construct or cause to be constructed on the Project Site a mixed-use development with commercial and residential uses as well as other related 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 make up the Project Site. The Project is expected to begin on or after September of 2023 and is currently expected to be completed by August 31, 2024. The Project is currently estimated to be approximately [_____] 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 \$2,855,000.

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 December 31, 2027, approximately 4 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 \$300,000. Zero (0) employee positions currently exist at the Project Site.

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 real property tax exemptions for that building, for a period of fifteen (15) consecutive taxable years, in accordance with the below table (each an "Exemption" and collectively for more than one building or structure, the "Exemptions"):

<i>Abatement Year</i>	<i>Abatement Percentage</i>	<i>School District Donation</i>
1	100%	0%
2	100%	0%
3	95%	5%
4	95%	5%
5	95%	5%
6	90%	10%

7	90%	10%
8	85%	15%
9	85%	15%
10	85%	15%
11	80%	20%
12	80%	20%
13	75%	25%
14	75%	25%
15	75%	25%

The Exemptions granted above, are contingent on continued compliance with the terms of this Agreement, and the School Donation Agreement, including payments of the School Donations identified in the above table, and outlined in the School Donation Agreement. 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 2045 (i.e., tax lien date January 1, 2045).

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 for the first year that the Exemption begins in accordance with Section 4 of this Agreement, and be payable to the City by March 1 of such year. The Company shall remit payment on or before each March 1 of each year that the Exemption shall remain in effect.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. _____-23 adopted by City Council on September __, 2023.

14. 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.

15. 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 Graydon LLP
100 South Third Street
Columbus, OH 43215-4291
Attention: J. Caleb Bell
Phone: (614) 227-2384

If to the Company, to:
Willman Sellman Improvements, LLC
Attn: Jamon Sellman
38 Monument Square
Urbana, OH 43078

16. 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.

17. 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 (C) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) 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.

18. 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).

19. 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.

20. School Donation Agreement. The Company shall make the donation payments required under the School Donation Agreement entered into between the Company, the School District, and the JVSD during the term of the Exemptions granted in this Agreement. If the Company becomes delinquent for any payments under the School Donation Agreement, the City shall, at the written request of the School District, exercise the remedies outlined in Section 9 of this Agreement. The School District is an intended third-party beneficiary of Section 20 of this Agreement.

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. _____-23, adopted _____, 2023, has caused this instrument to be executed as of this _____ day of _____, 2023,

Willman Sellman Improvements LLC

By: _____

Name: _____

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 211, 213, 213A, 215, 215A-H, 217, and 219 North Main Street, and for clarity, explicitly excluding 219A-L North Main Street, and including interests in Parcels K48-25-00-03-19-121-00, and K48-25-00-03-19-122-00, acquired or to be acquired by the Company as described and depicted on the map attached below:

Project Site Map

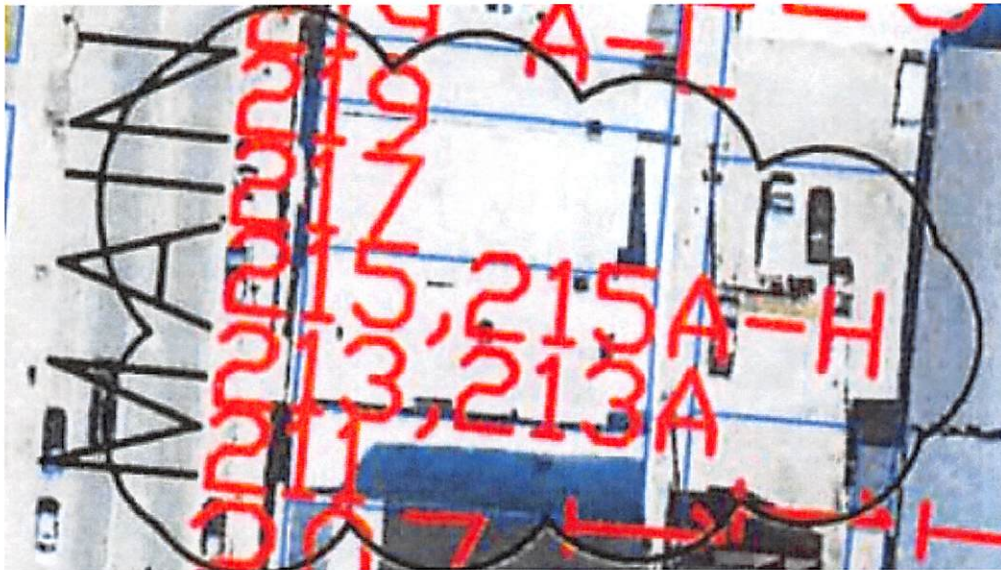


Exhibit B

Agreement Application

[Attached Hereto; this page intentionally left blank.]

Exhibit C

Annual Report

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

Exhibit D

Form of Exemption Application

[Attached hereto; this page intentionally left blank.]

EXHIBIT D

School Donation Agreement

[See Attached]

SCHOOL DONATION AGREEMENT

This Agreement (the "Agreement") is made and entered into this 11th day of October, 2023 by and between Willman Sellman Improvements LLC, an Ohio limited liability company (the "Company"), the Urbana City School District (the "School District") and Ohio Hi-Point Career Center School District (the "JVSD").

WITNESSETH:

WHEREAS, pursuant to Sections 3735.65 to 3735.70 of the Ohio Revised Code, the City of Urbana (the "City") intends to enter into a Community Reinvestment Area Agreement (the "CRA Agreement") with the Company, a copy of which is attached hereto as Exhibit A, under which the City would approve a real property tax exemption (the "Exemption") of 100% for 15 years for new real property improvements relating to a project to be undertaken by the Company in the City (the "Project") upon the real property as described in Exhibit B ("the Project Site"), attached hereto and incorporated by reference, all as further described in the CRA Agreement; and

WHEREAS, to induce the School District to approve the Exemption and waive the notice requirements under Sections 3735.671 and 5709.83, of the Ohio Revised Code, the City has requested, and the Company has agreed, to make certain payments to the School District; and

WHEREAS, to induce the JVSD to approve waive the notice requirements under Sections 3735.671 and 5709.83, of the Ohio Revised Code, the City has requested, and the Company has agreed, to make certain payments to the School District; and

WHEREAS, because of the Company's agreement to provide certain payments to the School District, the School District has agreed that it will not receive any municipal income tax payments from the City under Section 5709.82 of the Ohio Revised Code which are derived from the employees of the Project; and

WHEREAS, because of the Company's agreement to provide certain payments to the JVSD, the JVSD has agreed that it will not receive any municipal income tax payments from the City under Section 5709.82 of the Ohio Revised Code which are derived from the employees of the Project.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

SECTION 1: The Company hereby agrees to make annual payment(s) (each, a "Donation Payment") to the School District in amounts equal to the corresponding table below:

<i>Abatement Year</i>	<i>Abatement Percentage</i>	<i>School District Donation</i>
<i>1</i>	<i>100%</i>	<i>0%</i>
<i>2</i>	<i>100%</i>	<i>0%</i>
<i>3</i>	<i>95%</i>	<i>5%</i>
<i>4</i>	<i>95%</i>	<i>5%</i>
<i>5</i>	<i>95%</i>	<i>5%</i>
<i>6</i>	<i>90%</i>	<i>10%</i>
<i>7</i>	<i>90%</i>	<i>10%</i>
<i>8</i>	<i>85%</i>	<i>15%</i>
<i>9</i>	<i>85%</i>	<i>15%</i>
<i>10</i>	<i>85%</i>	<i>15%</i>
<i>11</i>	<i>80%</i>	<i>20%</i>
<i>12</i>	<i>80%</i>	<i>20%</i>
<i>13</i>	<i>75%</i>	<i>25%</i>
<i>14</i>	<i>75%</i>	<i>25%</i>
<i>15</i>	<i>75%</i>	<i>25%</i>

The Company shall pay the corresponding amount of the real property taxes that would have been paid to the School District with respect to the assessed value of the Project but for the Exemption. Such Donation Payment shall be made beginning with the first tax year in which (i) the CRA Agreement is in effect and the total improvements contemplated for the Project are placed upon the tax duplicate of Champaign County, Ohio and (ii) property taxes would have been payable with respect to the Project but for the Exemption, and shall continue each year thereafter while such Exemption is made available to the Company for the term of the Exemption. By way of example, in year 6 of the active Exemption granted under the CRA Agreement, the Project Site improvements shall receive a 90% Exemption under the CRA Agreement, and the Donation Payment due to the School District, by the Company, shall be 10% of the taxes that would have been payable to the School District but for the Exemption.

The duration of the Donation Payments shall be for the same time period as the approved tax abatement.

The annual Donation Payment shall be paid by the Company on or before the due date for the first half payment of real property taxes following the tax year to which such payment relates. Any late payments under this Agreement shall bear interest at the rate of 10% per annum until such payment is made. The School District agrees to invoice the Company each year, at least 30 days in advance of the due date; provided, however, that failure of the School District to timely provide such invoice shall not excuse payment by the Company. Failure to timely pay any Donation Payment when due or within fifteen (15) days after written notice of default is delivered by the School District to the Company, shall be deemed a material breach of this Agreement, in which case the School District may deem this Agreement in default and make take any action it deems proper to protect its interests, including seeking the revocation of the Exemption. The Company hereby acknowledges that the City may terminate the Exemption if the Company fails to make any payments under this Agreement to the School District within fifteen (15) days after written notice of default is delivered by the School District to the Company.

The Company and the School District agree to cooperate and provide information necessary to calculate the amount owing under this Agreement. Upon the School District's written request, the Company shall also provide to the School District a copy of any real property exemption form filed by the Company with the Champaign County Auditor.

The Donation Payment(s) may include cash, goods, services, or any combination of the above, or any other valuable asset as mutually agreed upon between the School District and the Company. Should the parties not agree on the type of payment the Company shall make the Donation Payments to the School District in cash.

SECTION 2: The Company hereby agrees to make annual payment(s) (each, a "Donation Payment") to the JVSD in amounts equal to the corresponding table below:

<i>Abatement Year</i>	<i>Abatement Percentage</i>	<i>JVSD Donation</i>
1	100%	0%
2	100%	0%
3	95%	5%
4	95%	5%
5	95%	5%
6	90%	10%
7	90%	10%
8	85%	15%
9	85%	15%

10	85%	15%
11	80%	20%
12	80%	20%
13	75%	25%
14	75%	25%
15	75%	25%

The Company shall pay the corresponding amount of the real property taxes that would have been paid to the JVSD with respect to the assessed value of the Project but for the Exemption. Such Donation Payment shall be made beginning with the first tax year in which (i) the CRA Agreement is in effect, and the total improvements contemplated for the Project are placed upon the tax duplicate of Champaign County, Ohio and (ii) property taxes would have been payable with respect to the Project but for the Exemption, and shall continue each year thereafter while such Exemption is made available to the Company for the term of the Exemption. By way of example, in year 6 of the active Exemption granted under the CRA Agreement, the Project Site improvements shall receive a 90% Exemption under the CRA Agreement, and the Donation Payment due to the JVSD, by the Company, shall be 10% of the taxes that would have been payable to the JVSD but for the Exemption.

The duration of the Donation Payments shall be for the same time period as the approved tax abatement.

The annual Donation Payment shall be paid by the Company on or before the due date for the first half payment of real property taxes following the tax year to which such payment relates. Any late payments under this Agreement shall bear interest at the rate of 10% per annum until such payment is made. The JVSD agrees to invoice the Company each year, at least 30 days in advance of the due date; provided, however, that failure of the JVSD to timely provide such invoice shall not excuse payment by the Company. Failure to timely pay any Donation Payment when due or within fifteen (15) days after written notice of default is delivered by the JVSD to the Company, shall be deemed a material breach of this Agreement, in which case the JVSD may deem this Agreement in default and make take any action it deems proper to protect its interests, including seeking the revocation of the Exemption. The Company hereby acknowledges that the City may terminate the Exemption if the Company fails to make any payments under this Agreement to the JVSD within fifteen (15) days after written notice of default is delivered by the School District to the Company.

The Company and the JVSD agree to cooperate and provide information necessary to calculate the amount owing under this Agreement. Upon the JVSD's written request, the Company shall also provide to the JVSD a copy of any real property exemption form filed by the Company with the Champaign County Auditor.

The Donation Payment(s) may include cash, goods, services, or any combination of the above, or any other valuable asset as mutually agreed upon between the JVSD and the Company.

Should the parties not agree on the type of payment the Company shall make the Donation Payments to the JVSD in cash.

SECTION 3: In consideration of the Donation Payment to be paid by the Company to the School District, the School District hereby:

- (a) approves the Exemption granted under the CRA Area Agreement;
- (b) waives any notice requirements set forth in O.R.C. Sections 3735.671 and 5709.83 and any income tax sharing provisions set forth in O.R.C. Section 5709.82, but solely with respect to the Exemption for the Project; and
- (c) agrees to provide a receipt of each Donation Payment to the Company and the City that such Donation Payment has been received in full. If the Company fails to pay any Donation Payment either in part or in full, within fifteen (15) days after written notice of default is delivered by the School District to the Company, then the School District shall provide notice to each of the Company and the City of the Company's failure to make such Donation Payment either in part or in full along with a calculation showing the amount of any shortfall.

SECTION 4: In consideration of the Donation Payment to be paid by the Company to the JVSD, the JVSD hereby:

- (a) waives any notice requirements set forth in O.R.C. Sections 3735.671 and 5709.83, and any income tax sharing provisions set forth in O.R.C. Section 5709.82, but solely with respect to the Exemption for the Project; and
- (b) agrees to provide a receipt of each Donation Payment to the Company and the City that such Donation Payment has been received in full. If the Company fails to pay any Donation Payment either in part or in full, within fifteen (15) days after written notice of default is delivered by the JVSD to the Company, then the JVSD shall provide notice to each of the Company and the City of the Company's failure to make such Donation Payment either in part or in full along with a calculation showing the amount of any shortfall.

SECTION 5: All payments, certificates, and notices, which are required to or may be given pursuant to the provisions of this Agreement shall be hand delivered or sent by nationally recognized overnight courier and shall be deemed to have been given or delivered when so delivered to the following addresses:

If to the Company: **Willman Sellman Improvements, LLC**
Attn: Jamon Sellman
38 Monument Square
Urbana, OH 43078

If to the School District: **Urbana City School District**
711 Wood Street
Urbana Ohio, 43078
Attention: Treasurer

If to the JVSD: Ohio Hi-Point Career Center
 2280 State Route 540
 Bellefontaine, Ohio 43311
 Attention: Treasurer

SECTION 6: This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms, upon the School District, the JVSD, and the Company and their respective permitted successors and assigns. This Agreement may not be assigned by the Company without prior written consent of the School District and the JVSD, which consent will not be unreasonably withheld.

SECTION 5: This Agreement is executed pursuant to O.R.C. Sections 3735.671, 5709.82, 5709.83 and 5715.27, and sets forth the entire agreement and understanding between the parties, including without limitation all forms of compensation to be paid to the School District, and the JVSD by the Company pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

SECTION 6: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

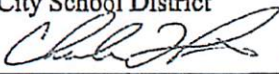
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

Willman Sellman Improvements LLC


By: _____
Name:
Title:

Urbana City School District

By:  10-27-23

Superintendent

Ohio Hi-Point Career Center School District

By:  10-30-23

Superintendent

EXHIBIT E

School District Approving Resolution

[See Attached]

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

RESOLUTION NO. 1023-07

RESOLUTION APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT TO BE APPROVED BY THE CITY OF URBANA, OHIO; APPROVING A SCHOOL DONATION AGREEMENT WITH WILLMAN SELLMAN IMPROVEMENTS LLC; 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 Resolution No. 4348, adopted on February 22, 2011 (as amended and in effect from time to time, the "CRA Resolution"), 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 Willman Sellman Improvements LLC with respect to the real property identified on Exhibit A to the CRA Agreement (the "Project Site") and in connection with the remodeling, construction and expansion, on the Project Site, of a mixed-use development with commercial and residential uses (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 15-year, 100% real property tax exemptions under R.C. Section 3735.67 (the "CRA Exemption") 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 15 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 Company proposes to enter into a School Donation Agreement with the District for mutually agreeable amounts of a portion of the taxes that otherwise would have been payable to the School District had the CRA Exemption not been granted by the City in connection with the Project to induce the approval, by the District, of the CRA Exemption.

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 15-year, 100%

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 School Donation 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 School Donation Agreement, with such non-material and/or non-adverse changes as may be deemed appropriate by the officer signing the School Donation 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 School Donation 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 Company to the District of the compensation set forth in the School Donation Agreement shall be the sole compensation received by this District with respect to the CRA Exemption, 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: Mr. Arter, Mr. Engle, Ms. Finch, Ms. Paul, Mr. Thomas

Nays: _____

Passed: October 17, 2023

BOARD OF EDUCATION OF THE URBANA CITY SCHOOL DISTRICT

By: [Signature]

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 October 17, 2023 as was recorded by me in the official proceedings of said Board.

[Signature] (signature)

Amanda Hildebrand, Treasurer

EXHIBIT F

JVSD Approving Resolution

[See Attached]

9. **Action Items for Consideration as Recommended by the Superintendent**

60-23

Motion to approve consent items 9A through 9E as recommended by the Superintendent.
Moved by Buck; Seconded by McMahill:

**9E. School Donation Agreement with Willman Sellman Improvements LLC;
Waiving Statutory Notice Periods for a Proposed CRA Agreement; and
Providing Related
Authorizations**

WHEREAS, the Council (the "City Council") of the City of Urbana, Ohio (the "City") has, by its Resolution No. 4348, adopted on February 22, 2011, 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 Willman Sellman Improvements LLC (the "Company") with respect to the real property identified on Exhibit A to the CRA Agreement and in connection with the remodeling, construction and expansion, of a mixed-use development with commercial and residential uses; 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") 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, Company proposes to enter into a School Donation Agreement with the District for mutually agreeable amounts of a portion of the taxes that otherwise would have been payable to the School District had the Exemption (as defined in the CRA Agreement) not been granted by the City 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 School Donation 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 School Donation Agreement, with such non-material and/or non-adverse changes as may be deemed appropriate by the officer signing the School Donation 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 School Donation 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 School Donation Agreement shall be the sole compensation received by this District with respect to the Exemption, including, without limitation, the requirements of ORC Section 5709.82.

Section 4. This Board directs the Superintendent to certify and deliver true and complete copies of this Resolution, together with the attachments hereto, to the City as soon as practicable after the passage of this Resolution.

Section 5. 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.

Roll Call:	Campbell	yes,	Purcell	yes,	Zumberger	yes,
	Cox	yes,	Reames	yes,	Bingham	yes,
	Dyer	yes,	Setty	yes,	Brookhart	yes,
	Knisley	yes,	Staley	yes,	Buck	yes,
	McConnell	yes,	Stanford	yes,	Burroughs	yes,
	McMahill	yes,	Wallace	absent,		

RESOLUTION NO. 2679-23

A RESOLUTION TO AUTHORIZE THE DIRECTOR OF ADMINISTRATION OF THE CITY OF URBANA TO PREPARE AND SUBMIT A SUPPLEMENTAL LOAN APPLICATION AND/OR AMENDMENT TO THE PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE SOUTH HIGH STREET IMPROVEMENTS (CHP-SOUTH HIGH STREET-000, ODOT PID #112019) FOR ADDITIONAL LOAN FUNDING THROUGH THE OPWC LOAN PROGRAM; TO AUTHORIZE THE MAYOR TO EXECUTE CONTRACTS OR CONTRACT AMENDMENTS AS REQUIRED; AND TO FURTHER AUTHORIZE THE DIRECTOR OF FINANCE TO MAKE THE NECESSARY ASSURANCES FOR THIS SUPPLEMENTAL LOAN AS REQUIRED, AND DECLARING AN EMERGENCY. (One (1) reading required, no public hearing required)

Department Requesting: Community Development Sponsor: Councilman Pat Thackery

WHEREAS, the State Capital Improvement Program provides financial assistance through grants and loans to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Urbana has undertaken a capital improvement project to improve South High Street from Miami Street (US Route 36) to Lewis B. Moore Drive (State Route 55), including improvements to water, sanitary sewer, and stormwater infrastructure; and

WHEREAS, construction commenced on the South High Street Improvements (CHP-South High Street-000, ODOT PID #112019) in July of 2023 under a construction contract with R.B. Jergens Contractors, Inc.; and

WHEREAS, this project is utilizing various funding sources including federal grants through ODOT (Small City, Safety, and Transportation Alternatives Program); American Rescue Plan Act funds; local funding; and a grant and a loan through the Ohio Public Works Commission; and

WHEREAS, the current project agreement with the Ohio Public Works Commission provides a grant of \$600,000.00 (OPWC Project #CK01Z) and a loan (0% interest, 20-year term) of up to \$1,326,583.00 (OPWC Project #CK02Z); and

WHEREAS, District 11 of the Ohio Public Works Commission which includes Urbana and Champaign County has approximately \$1.0 million in unallocated loan funding which is being offered to previously funded projects through a project amendment process/supplemental loan application process initiated by the District 11 Executive Committee; and

WHEREAS, unforeseen conditions during underground utility work has resulted in additional costs for the project with construction anticipated to continue until November 27, 2024; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project.

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

SECTION ONE:

That the Director of Administration of the City of Urbana is hereby authorized to prepare and submit a supplemental loan application and/or amendment in an amount of up to \$1,000,000.00 (0% interest, 20-year term) to the project agreement with the Ohio Public Works Commission (OPWC) for the South High Street Improvements (CHP-South High Street-000, ODOT PID #112019) for additional loan funding through the OPWC loan program.

SECTION TWO:

That the Mayor of the City of Urbana is further authorized to enter into any agreements or project amendments with the Ohio Public Works Commission as may be necessary and appropriate for obtaining this additional supplemental assistance/loan funding.

SECTION THREE:

That the Director of Finance of the City of Urbana is authorized to make financial commitments for local match funding to comply with the terms of the OPWC project agreement.

SECTION FOUR:

That the Director of Finance of the City of Urbana is further authorized to make any financial commitments and assurances required for repayment of this supplemental loan.

SECTION FIVE:

That repayment of the previously approved OPWC loan (0% interest, 20-year term) of up to \$1,326,583.00 (OPWC Project #CK02Z) and any supplemental loan funding from the Ohio Public Works Commission shall be repaid from the respective city funds benefitting from said capital improvements and funded with said loan proceeds.

SECTION SIX:

That the formal actions and discussion of Urbana City Council concerning this legislation were conducted in open meetings in compliance with Ohio Revised Code 121.22 and Urbana Codified Ordinance 107.01.

SECTION SEVEN:

That Urbana City Council hereby declares an emergency, as this project includes improvements to water, sanitary sewer, stormwater infrastructure, and roadway/pedestrian safety, and this Legislation will allow timely submission of the supplemental loan application and/or amendment to the project agreement.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *W. M. [Signature]* 10/31/23
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