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MARYSVILLE CITY COUNCIL AGENDA
April 11, 2022 at 7:00 P.M.
Council Chambers – 209 S. Main Street – 2nd Floor

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

ROLL CALL:

APPROVAL OF MINUTES: March 28, 2022 City Council Minutes and April 4, 2022 Council Work Session Minutes.

ADMINISTRATIVE REPORT:

REPORT OF ECONOMIC DEVELOPMENT:

REPORT OF CLERK OF COUNCIL:

HEARING OF CITIZENS:

RESOLUTIONS:

Res. A	One Reading Only	TO AUTHORIZE THE CITY MANAGER ON BEHALF OF THE CITY OF MARYSVILLE TO ENTER INTO THE CAPITAL IMPROVEMENT COMMUNITY PARK, RECREATION/CONSERVATION PROJECT PASS THROUGH GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES
		Administration:
		Council:
		Citizens:
Res. B	First Reading Title Only	TO SUPPORT AN APPLICATION FOR OHIO BROWNFIELD REMEDIATION PROGRAM FUNDING FOR THE DEMOLITION OF VACANT BUILDINGS AT 401 EAST FIFTH STREET
		Administration:

Council:

Res. C — 2nd Reading Public Hearing — TO AUTHORIZE PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022 AND TO DECLARE AN EMERGENCY

Administration:

Council:

Citizens:

ORDINANCES:

Ord. A — 1st Reading Title Only — TO AUTHORIZE AND APPROVE A COOPERATIVE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MARYSVILLE AND JEROME TOWNSHIP TO PROVIDE FRAMEWORK FOR THE ESTABLISHMENT OF ONE OR MORE JOINT ECONOMIC DEVELOPMENT DISTRICTS FOR THE PURPOSE OF CREATING AND PRESERVING JOBS; AND THEREBY REPEALING RESOLUTION 24-19 AND APPROVING RELATED MATTERS

Administration:

Council:

Ord. B — 2nd Reading Public Hearing — TO AUTHORIZE THE SALE OF CERTAIN CITY-OWNED REAL PROPERTY IN ORDER TO PROMOTE ECONOMIC DEVELOPMENT AS PART OF THE 33 INNOVATION PARK DEVELOPMENT; AND TO AUTHORIZE THE COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY EXECUTIVE DIRECTOR TO SIGN ANY DOCUMENTS RELATED TO THIS ISSUE ON BEHALF OF THE CORPORATION, AS AGENT OF THE CITY, AND TO DECLARE AN EMERGENCY

Administration:

Council:

Citizens:

Ord. C — 2nd Reading Public Hearing — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR THE ADMINISTRATION – GENERAL FUND IN RELATION TO AN INTERNSHIP IN THE COMMUNICATIONS DEPARTMENT AND MODIFY THE 2022 ANNUAL BUDGET

Administration:

Council:

Citizens

Ord. D — 3rd Reading — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE GENERAL FUND AND

	Title Only	THE CAPITAL FUND IN RELATION TO THE CONSTRUCTION OF A ROADWAY IN INNOVATION PARK AND MODIFY THE 2022 ANNUAL BUDGET Administration: Council:
Ord. E	3rd Reading Title Only	TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE WASTEWATER CAPITAL FUND IN RELATION TO PUMP STATION #2 AND MODIFY THE 2022 ANNUAL BUDGET Administration: Council:
Ord. F	3rd Reading Title Only	TO AMEND SECTION 110.01, MUNICIPAL POOL PASSES AND ADMISSION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE Administration: Council:
Ord. G	3rd Reading Title Only	TO REPEAL SECTION 931.03, RATES FOR PRIVATE FIRE PROTECTION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE Administration: Council:
Ord. H	3rd Reading Title Only	TO AMEND CHAPTER 945, GARBAGE AND RECYCLING, OF THE MARYSVILLE CODIFIED ORDINANCES Administration: Council:
Ord. I	3rd Reading Title Only	TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE SANITATION FUND IN RELATION TO THE UPTOWN REFUSE DISTRICT AND MODIFY THE 2022 ANNUAL BUDGET Administration: Council:
Ord. J	3rd Reading Title Only	TO AMEND THE GEOGRAPHICAL BOUNDARY AND HOURS OF OPERATION OF THE DESIGNATED OUTDOOR REFRESHMENT AREA Administration:

Council:

Ord. K 3rd Reading Title Only — TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO AMEND PART ELEVEN - APPENDIX, GLOSSARY OF TERMS OF THE PLANNING AND ZONING CODE CONTAINED WITHIN THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

Administration:

Council:

Ord. L 3rd Reading Title Only — TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 2.749 ACRES (PARCEL # 2900130130020) FROM SUBURBAN RESIDENTIAL DISTRICT (SRD) TO SUBURBAN COMMERCIAL DISTRICT (SCD) LOCATED EAST OF STATE ROUTE 4 AND NORTH OF SCOTT FARMS BOULEVARD

Administration:

Council:

Ord. M 3rd Reading Title Only — TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 1.16 ACRES, PARCELS # 2900020970000, 2900020990000 AND 2900020980000 FROM VILLAGE RESIDENTIAL DISTRICT (VRD) TO HOSPITAL MIXED-USE (HMD) LOCATED ON LONDON AVENUE

Administration:

Council:

Ord. N 3rd Reading Title Only — TO DECLARE THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED AT THE MARYSVILLE PLAZA SITE IN THE CITY OF MARYSVILLE, UNION COUNTY, OHIO TO BE A PUBLIC PURPOSE; TO DECLARE SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; TO DESIGNATE SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; TO REQUIRE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; TO ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; TO DELEGATE APPROVAL OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT OR SIMILAR AGREEMENT AND RELATED INSTRUMENTS TO THE BOARD OF CONTROL; AND TO PROVIDE RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(B), 5709.42, 5709.43, 5709.832 AND 5709.85.

Administration:

Council:

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

ADJOURN:

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MARYSVILLE CITY COUNCIL MINUTES
March 28, 2022 – 7:00 p.m.
Council Chambers – 209 S. Main Street – 2nd Floor

The meeting was called to order by President Reams at 7:00 p.m.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by President Reams.

INVOCATION: The invocation was given by President Reams.

COUNCIL MEMBERS PRESENT: Alan Seymour, Deborah Groat, Donald Boerger, Mark Reams, Henk Berbee and Aaron J. Carpenter. J.R. Rausch excused.

OTHERS PRESENT: *City Manager* Terry Emery*, Law Director* Tim Aslaner*, Finance Director* Brad Lutz, *Police Chief* Tony Brooks, *Battalion Chief* Nate Burns, *Public Service Director* Jeremy Hoyt, *City Engineer* Kyle Hoyng, *Economic Development Director* Eric Phillips, *Communications Director* Anna Krutowskis, *City Planner* Ashley Gaver, *Recreation and Events Manager* Amanda Morris and *Clerk of Council* McKenzie Proudfoot.

CITIZENS PRESENT: *Marysville Journal Tribune* Mac Cordell, Chris Schmenk, Magdaline Perry, John Crain, Rick Crago, Jermaine Ferguson, Brian Beard, Vicki Eschbach, Bruce Eschbach, Pete LaRose, Gay Castellano, Tony Eufinger, Brian Gehres, Larry Zimmerman, Savannah Allen, Nieca Nowels, Cindy Shay, Katie Crocco, Krista Hall, Kathleen Kramer, Paul Kramer, Cody Adams, Andrea White, April Shelden, Chiara Tillman, Anastasia Peeke, Steve Stolte, Heather Ferguson, Chase Martin, Nancy Beals, Crystal Shepard, Rebecca Diaero, Spence Fisher, Carol Best, Emily Hanhart, Scott Hanhart, Brant Hanhart, Ryan Lee, Greg Sehnert, Susan Hoopingarner, David Hanhart, Trudy Hanhart, John Hoopingarner, Joanie Lowery, Maggie Griffey, Doug Olson, Teddy Valinski, Greg Watts, Shane Goodwin, Angela Long, Carlie Moran, Eric Moulton, James Mangas, Kathy Young, Andy Brossart, Becky Bolt, Lorie Spain, Virginia Golan, Jim Knab, Janet Sheplar Knab and Gary Gitlitz.

APPROVAL OF MINUTES: Councilman Seymour moved to approve the March 7, 2022 Council Work Session Minutes as presented; voice vote in favor was unanimous. Councilman Carpenter moved to approve the March 14, 2022 City Council Minutes as presented; voice vote in favor was unanimous.

COMMENDATION: President Reams presented the following Commendation. Receiving the Commendation were Scott and Cara Hanhart, John and Susan Hoopingarner and David and Trudy Hanhart. Scott Hanhart also acknowledged the Lee family, who has farmed the land for many years and have been great stewards of the land. The Lee family was also present.

In Honor and Appreciation of the Scott-Hanhart Family for its Donation of Park Land

WHEREAS: The Scott-Hanhart Family – Scott and Cara Hanhart, John and Susan Hoopingarner, David and Trudy Hanhart - have generously donated approximately 112 acres to the City; and

WHEREAS: The Lee Family has farmed and been stewards of the property for many years; and

WHEREAS: The donated land, valued at over $700,000, is located north of U.S. 33 between Waldo Road and State Route 4 and is believed to be the largest land donation the City has ever received; and

WHEREAS: The Scott-Hanhart Family has requested that the property be used as a park; and

WHEREAS: City parks are proven to improve water quality, protect ground water, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS: City parks encourage active lifestyles, strengthen community engagement, and provide a place for children and families to connect with nature and recreate outdoors together; and

WHEREAS: The City shall name the property "The Scott Family Park" and will develop the property to include paved and unpaved trails, a shelter house and possibly a playground; and

WHEREAS: The City of Marysville is tremendously grateful for this impactful gift made by the Scott-Hanhart Family, and the Scott Family Park will be enjoyed by generations of citizens.

NOW, THEREFORE, I, Mark Reams, Mayor of the City of Marysville, on behalf of an appreciative community, want to take this opportunity to commend

The Scott-Hanhart Family

For their generous donation of land for The Scott Family Park to the City of Marysville.

ADMINISTRATIVE REPORT: Manager Emery provided the following update:

2022 Season Pool Passes: Municipal Pool season passes are available for purchase at a 15% discount now through April 30, 2022. Pool passes may be purchased at City Hall and online, www.marysvilleohio.org. Pool opens for the season on Saturday, May 28, 2022.

Drug Take Back Day is on April 30 from 10:00 a.m. to 2:00 p.m. at Walgreens.

2021 Income Tax Filing: The municipal income tax deadline is Monday, April 18, 2022. Manager Emery reminded the group that City Hall will be closed on Friday, April 15, 2022, due to Good Friday. Manager Emery also shared the City is offering extended hours for tax assistance at City Hall, 209 S. Main St. on the following dates:

- Wednesday, April 6, 2022: 8:00 a.m. - 7:00 p.m.
- Saturday, April 9, 2022: 9:00 a.m. - 12:00 p.m. (Noon)
- Tuesday, April 12, 2022: 8:00 a.m. - 7:00 p.m.

Document Shredding and E-Recycling Event: Saturday, April 23, 2022 from 9:00 a.m. – 12:00 p.m. (noon) at the Marysville Police & Municipal Court, 1250 West Fifth Street. This event is open to residents and non-residents. The following items are accepted: All electronics that plug into the wall or take batteries including computers, cameras, personal and confidential documents, servers, VCR's, cell phones, keyboards, battery backup systems, scanners, printers, and fax machines.

Director Hoyt provided the rest of the Administrative Update, shown below:

Maintenance and Operations:

- Streets: Staff will be picking up and placing the newly painted Uptown trash cans and working on catch basin re-builds.
- Parks: City Staff painted the shelter at Schwartzkopf Park.
- Water: The waterline installation is complete on Sycamore Street and testing is ongoing.
- Wastewater: Staff will be working on SCADA Request for Proposals as our current provider is unable to continue work in Marysville.

Engineering Department, Capital Improvement Projects:

- 2022 Paving Program: Bids for the 2022 Paving Program were opened last Friday. Strawser Paving was the low bid with a price of $1,330,000. The budget was $1,500,000.
- State Route Four/ Scott Farms Blvd Traffic Signal: The signal has been placed on flash since last Thursday and will go into operation Thursday, March 31, 2022.
- Uptown Alley Improvements Project: Concrete work will continue this week on the Alley Improvements project. The project continues to move along on schedule.
- Raymond Road Waterline Project: Full closure of Raymond Road will be in effect today, Monday, March 28, 2022 through Wednesday, March 30, 2022. Daytime closures will be in effect Thursday March 31, 2022 and Friday, April 1, 2022. Points of closure will be West Fifth Street and Dog Leg Road with local traffic maintained up to the U.S. 33 overpass.

REPORT OF CLERK OF COUNCIL: None.

PLANNING COMMISSION REPORT: Planner Gaver provided the following information from the Planning Commission Meeting on March 1, 2022:

- Application for rezoning for parcel amendment at the Gilsinger property, #2900130130020 approved by Planning Commission 7-0.
- Additional application for rezoning of parcels #2900020970000, #2900020990000 and #2900020980000, approved by Planning Commission 7-0.
- Non-confirming use application for 1140 Charles Lane. Also approved by Planning Commission 6-0 (one recused themselves).
- An amendment to Zoning Code, Part Eleven, approved 7-0.

DESIGN REVIEW BOARD REPORT: Planner Gaver also shared the following update from the last Design Review Board Meeting on March 9, 2022:

- Two Home Improvement Grant applications were received, both approved 6-0. The addresses are 1397 Westbrook Drive for window replacement and 1200 Bay Laurel Drive for roof replacement.

- Certificate of Appropriateness in the Historical Design Review District which was a proposed demolition application. Tabled 7-0.
- Certificate of Appropriateness in the Historical Design Review District for exterior signage located at 326 East Fifth Street (Leon's), approved 7-0 for the signs only.
- Application for a proposed new warehouse building, parking and associated landscaping, parcel #2700080170020. Approved 7-0.

HEARING OF CITIZENS: None.

RESOLUTIONS:

Res. A — One Reading Only — TO AUTHORIZE THE DISPOSAL OF SURPLUS PERSONAL PROPERTY BY INTERNET AUCTION FOR 2022

Administration: Manager Emery reminded the group this is an annual process.

Council: None.

Citizens: None.

Councilwoman Groat moved to pass the legislation and the question put, stood:

Mr. Reams YES;	Mr. Berbee YES;	Mr. Carpenter YES;
Mr. Seymour YES;	Mrs. Groat YES;	Mr. Boerger YES.

Vote 6-0; Motion carried.

Res. B. — 1st Reading Title Only — TO AUTHORIZE PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022 AND TO DECLARE AN EMERGENCY

Administration: Manager Emery stated this is an annual process and updates have been provided throughout the year regarding salt use. Director Hoyt shared the City is currently estimating a need of about 1500 tons of salt for next year. About 750 tons were used last year, averaging about 1200 tons used annually. Adding this amount for next year should allow for a surplus so we may not have to order next year.

Council: Councilman Berbee prompted the information shared above by Director Hoyt by asking a few questions.

Councilman Berbee moved to pass the Emergency Clause, due to the associated application deadline and the question put, stood:

Mr. Berbee YES;	Mr. Carpenter YES;	Mr. Seymour YES;
Mrs. Groat YES;	Mr. Boerger YES;	Mr. Reams YES.

Vote 6-0; Motion carried.

To be back for a Second Reading, Public Hearing on Monday, April 11, 2022.

ORDINANCES:

Ord. A — 1st Reading — TO AUTHORIZE THE SALE OF CERTAIN CITY-OWNED REAL PROPERTY IN ORDER TO

Title Only PROMOTE ECONOMIC DEVELOPMENT AS PART OF THE 33 INNOVATION PARK DEVELOPMENT; AND TO AUTHORIZE THE COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY EXECUTIVE DIRECTOR TO SIGN ANY DOCUMENTS RELATED TO THIS ISSUE ON BEHALF OF THE CORPORATION, AS AGENT OF THE CITY, AND TO DECLARE AN EMERGENCY

Administration: Director Phillips shared and explained a presentation as shown in Exhibit A. He elaborated on the property and information on the buyer, Hardy World, based out of Pennsylvania. Director Phillips expressed that they are eager to begin construction which is why we are asking for an Emergency Clause and a request to waive the third reading.

Council: Councilman Berbee inquired about the planned jobs per acre at the multi-tenant site. He elaborated that when we bought the property the goal was a minimum of five jobs per acre and asked if the City would be able to adhere to that goal with this development. Director Phillips responded he cannot answer that question at this time, it is difficult to project. He did state the goal is to get as many jobs as possible at the site. Councilman Seymour and Councilman Reams shared their excitement to see movement on the property and jobs coming to Marysville.

Councilman Carpenter moved to pass the Emergency Clause and the question put stood:

Mr. Berbee YES;	Mr. Carpenter YES;	Mr. Seymour YES;
Mrs. Groat YES;	Mr. Boerger YES;	Mr. Reams YES.

Vote 6-0; Motion carried.

Councilman Carpenter moved to waive the Third Reading and the question put, stood:

Mr. Carpenter YES;	Mr. Seymour YES;	Mrs. Groat YES;
Mr. Boerger YES;	Mr. Reams YES;	Mr. Berbee YES.

Vote 6-0; Motion carried.

To be back for a Second Reading, Public Hearing on Monday, April 11, 2022.

Ord. B 1st Reading Title Only TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR THE ADMINISTRATION – GENERAL FUND IN RELATION TO AN INTERNSHIP IN THE COMMUNICATIONS DEPARTMENT AND MODIFY THE 2022 ANNUAL BUDGET

Administration: Manager Emery shared this was before Finance Committee on March 21, 2022. Further, he stated that this is an opportunity to bring in an intern from Wittenberg University, majoring in Communications for the summer.

Council: Councilman Berbee also said that during the Finance Committee meeting, it is the understanding this is for 12 weeks, 30 hours per week. Councilmen Carpenter and Seymour added this would be a great experience for the student and

a good investment for the City, that this was unanimously supported by the Finance Committee.

Councilman Berbee moved to waive the third reading due to the timeline of the intern to start, and the question put, stood:

Mr. Seymour YES;	Mrs. Groat YES;	Mr. Boerger YES;
Mr. Reams YES;	Mr. Berbee YES;	Mr. Carpenter YES.

Vote 6-0; Motion carried.

To be back for a Second Reading, Public Hearing on Monday, April 11, 2022.

Ord. C — 2nd Reading Public Hearing — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE GENERAL FUND AND THE CAPITAL FUND IN RELATION TO THE CONSTRUCTION OF A ROADWAY IN INNOVATION PARK AND MODIFY THE 2022 ANNUAL BUDGET

Administration: None.

Council: Councilman Reams stated this will allow the road to extend to allow full ingress into the site.

Citizens: Steve Stolte expressed congratulations to Council and the Administration for their vision with regard to the Innovation Park.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. D — 2nd Reading Public Hearing — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE WASTEWATER CAPITAL FUND IN RELATION TO PUMP STATION #2 AND MODIFY THE 2022 ANNUAL BUDGET

Administration: None.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. E — 2nd Reading Public Hearing — TO AMEND SECTION 110.01, MUNICIPAL POOL PASSES AND ADMISSION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

Administration: None.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. F 2nd Reading
Public Hearing

TO REPEAL SECTION 931.03, RATES FOR PRIVATE FIRE PROTECTION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

Administration: None.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. G 2nd Reading
Public Hearing

TO AMEND CHAPTER 945, GARBAGE AND RECYCLING, OF THE MARYSVILLE CODIFIED ORDINANCES

Administration: Manager Emery stated this Ordinance is associated with the Uptown Alley Improvement Project and will consolidate waste services which will occur in the alleyways. Further, he stated that there will be no more individual toters up and down the alleyway.

Council: Councilman Reams expressed his approval of this legislation, that he looks forward to the expansion of the alleyway clean up which includes recycling, grease and trash. This also reduces rates, a win-win for all involved.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. H 2nd Reading
Public Hearing

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE SANITATION FUND IN RELATION TO THE UPTOWN REFUSE DISTRICT AND MODIFY THE 2022 ANNUAL BUDGET

Administration: Manager Emery shared this is associated with Ordinance G, which allows for the funds for the waste enclosure.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. I 2nd Reading
Public Hearing

TO AMEND THE GEOGRAPHICAL BOUNDARY AND HOURS OF OPERATION OF THE DESIGNATED OUTDOOR REFRESHMENT AREA

Administration: Councilman Reams summarized the current status of this legislation. This was first presented to Council during the March 7, 2022 Work

Session. There was extensive discussion at the Work Session and during the First Reading on March 14, 2022 at the City Council meeting. Being presented tonight are two additional options to the Ordinance which work to address the questions and concerns which have been brought to Council.

Manager Morris shared a presentation shown in Exhibit B. She spoke through the history of the MORA in Marysville, that at first it was only for specific events, then it was expanded and now we are here today, looking to further expand the MORA due to the positive impact the program has had for the Uptown and local business. She reminded the audience that up for vote are the boundary of the MORA and the hours of operation. The types of allowables do not need to be presented for vote according to the Ohio Revised Code.

Manager Emery elaborated that the map of the current legislation extends the boundary to Main Street, as shown on the presentation, this map extends to the south only to Plum Street based on feedback that has been provided. He also reminded the group that any changes can always be changed again.

Manager Morris continued with two potential amendments to the legislation:

- Option A: Wednesday – Friday 4:00 p.m. to 10:00 p.m. and Saturday – Sunday 12:00 p.m. to 10:00 p.m. with Federal Holidays being 12:00 p.m. to 10:00 p.m.
- Option B: Monday – Friday 4:00 p.m. to 10:00 p.m. and Saturday – Sunday 12:00 p.m. to 10:00 p.m.
- As a reminder, the current hours are Thursday – Friday 4:00 p.m. to 10:00 p.m. and Saturday 2:00 p.m. to 10:00 p.m.

Manager Emery elaborated Option B would allow for more consistency, less confusion.

Manager Morris concluded her presentation by sharing that businesses are not required to participate or be open during the MORA hours.

Council: Councilman Reams shared there is already an agenda item on the November Work Session to discuss how the MORA changes put in place now are going. He also shared he would like to discuss Council's preference, Option A or B. Councilmen Reams and Carpenter shared their preference for Option B due to simplicity. Councilmen Seymour, Boerger and Berbee expressed their preference for Option A, since it is not seven days per week. Councilmen Seymour and Berbee also expressed they would be okay with excluding Wednesdays as well but are agreeable to just Monday and Tuesday. Councilwoman Groat reminded the group the intent is to have persons go to dinner, shop and go somewhere else to talk. If businesses do not want to participate they do not have to. She spoke through the voting, which would result in a 3-3 tie and suggested we move to citizen comments.

Citizens: There were many citizen comments. During the conversation, many participants shared their preference for Option A or Option B. The summary below is broken out by preference.

For the MORA Expansion, Preference Option A:

- Steve Stolte, a resident of Marysville, encouraged Council to approve the expansion to include Walking Distance, they have done a phenomenal job renovating and establishing Walking Distance Brewing Company. He provided his statement in writing to the Clerk of Council shown in Exhibit C. He also noted he would eliminate the Federal Holidays in Option A.
- Crystal Shepard, lives next to Walking Distance Brewery. She shared she enjoys being in walking distance to the downtown area. She shared her house already receives traffic from Dollar General and any trash she sees is from Dollar General. She feels there is already a good police presence and feels people are respectful with parking, whether it be to the Brewery or to the Uptown. Lastly, she stated she goes to Walking Distance with her family, including her children. It is a family friendly environment; the kids have a root beer and they play connect four.

For the MORA Expansion, Preference Option B:

- Doug Olson, Co-Owner of Walking Distance Brewing. He expressed his appreciation to be a part of the conversation with Walking Distance. He shared with the group his understanding of a MORA, to spur economic development and increase foot traffic within the local businesses. He feels the proposal allows for his understanding of the goal of a MORA to be met. He concluded the Uptown Friday Night events are fun, family friendly and safe.
- Rick Crago from Leon's Garage spoke to his support for the MORA and the positive impact it has had on their business while maintaining a family atmosphere. Patrons are responsible with the privilege of MORA. At Leon's, he shared if they do feel the need anyone has had their limit, they do not serve them.
- Jermaine Ferguson, a resident in the area. Jermaine shared he appreciates the reduction in hours being proposed with the options and spoke to going to Walking Distance Brewery with his wife and children. It is a family friendly environment, often playing connect four while they are there. During the Uptown Friday Nights there are many kids around. It is our job as parents to be responsible and teach our children about the world. Lastly, he shared that while at House of Spirits there were people there who were a little rowdy. He said he observed they were not served. Our businesses are paying attention to ensure everyone is behaving responsibly.
- Anastasia Peeke, waitress at Leon's Garage. She spoke to taking the Drug Free Coalation classes which have been very helpful. She also likes Option B because it keeps it simple. Lastly, she shared it is her opinion that it is important to expand to support our local businesses.

- Cody Adams, as a local real estate agent. He shared in his experience with his career, it is important to have a thriving downtown, especially for young clients moving to Marysville. Including the breweries is important too. He also expressed Option B is preferred for the simplicity.
- Teddy Valinski, co-owner of Walking Distance. Teddy shared he moved to Marysville right out of college a few years ago, loved the Uptown Friday nights and has stayed ever since. He spoke to the family friendly atmosphere and fun of the Uptown. Further, he shared this is part of the reason he started Walking Distance Brewing Company, Marysville and the Uptown is a fun place to be and the more he has lived here the more he has enjoyed it. Lastly, he shared information from Facebook in Exhibit D.

In presumed contrast to the MORA Expansion:

- Nancy Beals with the Drug Free Coalition began her speech by saying the Drug Free Coalition supports a vibrant Uptown community but cautions focusing too much on alcohol can backfire. She shared the cost of rent for restaurants can be higher than for businesses so businesses can be pushed out causing an opening up of more bars and restaurants. She offered programs to restaurants for trainings and encouraged businesses to remind customers to be sensitive to the residential areas. She also encouraged additional trash can availability from the City. She concluded by recommending the hours and days be limited.

Councilman Reams began further conversation with Council. He shared he did hear from Trinity that they like Option B because it does not interfere with school. It was decided to continue to make amendments to the Ordinance based on feedback received during the meeting and table until the next meeting.

To be back for a Third Reading, Title Only on Monday, April 11, 2022

Ord. J 2nd Reading Public Hearing

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO AMEND PART ELEVEN - APPENDIX, GLOSSARY OF TERMS OF THE PLANNING AND ZONING CODE CONTAINED WITHIN THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

Administration: None.

Council: None.

Citizens: Katie Crocco spoke to an email she sent regarding a case in the U.S. District Court about a municipality to restrict the definition of non-related family members and it was shot down due to being considered arbitrary. She feels this opens the doors for liability for Marysville. Director Aslaner responded the case being referenced is Yoder vs. Bowling Green, a Federal District Court Case. The case says that a municipality cannot limit the number of unrelated people living in a single-family house based on familial relationships, it needs to be based on square footage, habitable living space, etc. The definitions in this ordinance define family

and rooming house, distinguishing one from the other. There will be further information coming from Planning Commission regarding Rooming Houses as conditional uses. Director Aslaner further stated it is his opinion that given this information, this does not open up the City to liability. Councilman Boerger inquired about which neighborhoods have the most concern with this resulting in the reasoning for this definition change in the first place. The response was City Administration would know but that information is not available at this time.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. K — 2nd Reading Public Hearing — TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 2.749 ACRES (PARCEL # 2900130130020) FROM SUBURBAN RESIDENTIAL DISTRICT (SRD) TO SUBURBAN COMMERCIAL DISTRICT (SCD) LOCATED EAST OF STATE ROUTE 4 AND NORTH OF SCOTT FARMS BOULEVARD

Administration: None.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. L — 2nd Reading Public Hearing — TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 1.16 ACRES, PARCELS # 2900020970000, 2900020990000 AND 2900020980000 FROM VILLAGE RESIDENTIAL DISTRICT (VRD) TO HOSPITAL MIXED-USE (HMD) LOCATED ON LONDON AVENUE

Administration: None.

Council: None.

Citizens: None.

To be back for a Third Reading, Title Only on Monday, April 11, 2022.

Ord. M — 2nd Reading Public Hearing — TO AMEND ORDINANCE 048-2021 ANNUAL COMPENSATION FOR ALL CITY EMPLOYEES 2022

Administration: None.

Council: None.

Citizens: None.

Councilwoman Groat moved to pass the legislation and the question put, stood:

Mrs. Groat YES; Mr. Boerger YES; Mr. Reams YES;
Mr. Berbee YES; Mr. Carpenter YES; Mr. Seymour YES.
Vote 6-0; Motion carried.

Ord. N 2nd Reading
Public Hearing

TO DECLARE THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED AT THE MARYSVILLE PLAZA SITE IN THE CITY OF MARYSVILLE, UNION COUNTY, OHIO TO BE A PUBLIC PURPOSE; TO DECLARE SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; TO DESIGNATE SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; TO REQUIRE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; TO ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; TO DELEGATE APPROVAL OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT OR SIMILAR AGREEMENT AND RELATED INSTRUMENTS TO THE BOARD OF CONTROL; AND TO PROVIDE RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(B), 5709.42, 5709.43, 5709.832 AND 5709.85.

Administration: Manager Emery shared this is a project that not only meets our strategic plan for mixed use development and multifamily development and connects to trails from American Legion Park to Green Pastures. Andy Brossart, of Bradley Payne Municipal Advisors, shared how the TIF works and that this project has no concerns from their perspective.

Council: None.

Citizens: There were many citizen comments, summarized below:

Katie Crocco, a realtor in the area for twenty years. She spoke to the need for multifamily housing within the county. Data was shared in a document she prepared, Attachment E. She discussed how the median home sale prices have increased exponentially with multiple offers on every house she sells. She expressed that the City needs a place for people to live who are coming to Marysville to work. People now need to save longer before buying a home due to the increased prices so we need apartments until they have time to save up for their home.

Spence Fisher, speaking on behalf of Memorial Hospital. First, he thanked the City for their support over the years and the tough decisions by Council and City Administration. He expressed Memorial Health is finding it tough to fill the 100 open positions because of a lack of a place for people to live who come to work at Memorial. They also see attrition when people work for Memorial but cannot find a place to live locally and therefore, leave the organization. Those that live in Marysville and work for Memorial tend to stay with them longer. He feels this Ordinance would be helpful with the housing needs in the City. Councilman Reams shared a report which outlined the needs for the City regarding apartments through 2050 and that the City is already 90% there. It is only 2022. Mr. Fischer responded

he understands where Councilman Reams is going with the comment but still feels the need is there. Councilman Reams followed-up that people should remember yes, there are needs today but we should acknowledge the building going on and the availability that will be in the City in three to six months. Councilman Boerger further commented on areas in the Uptown that could be renovated for housing.

Chris Schmeck, a County Commissioner, made clear she is only speaking on her behalf. She spoke to the blessing and a curse of growth but acknowledged the City knows that stagnation will not allow growth. She spoke to the lack of available housing which continues to get worse, she favors the plan for the Marysville Plaza site for the everyone, not just the high paying jobs but we need housing for the teachers, police officers, retail workers, etc. that allow our City to thrive. We need more apartments to meet the demand. She also addressed the Hope Center being present and hopes that tonight the Hope Center is not pitted against Vision Development. She wants to help the Hope Center find a proper home as well.

Brian Gehres, of Richwood Bank echoed what has been said and the importance of multifamily housing in Marysville. Studies show we are still playing catch-up with affordable housing after the lack of housing being built since 2008. Councilman Berbee clarified the question at hand is if we are going to give a TIF for this property. He expressed that TIFs should not be used for investment convenience. He asked if there is not a TIF, what would that change for the rent price. A few responded, but the question could not be answered. Pete LaRose was able to confirm, without the TIF, Vision Development would walk away from the project. Councilman Reams shared the discussion is not about being for or against apartments, the discussion and vote are about whether this site should it be exempt from the taxes, in the amount of 2.3 million dollars.

Ryan Lee, a local farmer. He shared his quality of life is dependent on the success of Marysville. He has seen the growth of Marysville, even when difficult decisions have been made. He is in support of the TIF and proposed Ordinance. Marysville will not be taken advantage of in this case. Diversity in housing is essential in Marysville and in America.

Becky Bolt, from the Hope Center shared a video from Gene Miller, also of the Hope Center. During the video, Mr. Miller shared the desire of the Hope Center to renovate the Marysville Plaza site. He stated they have been in contact with the banks and shared how they would use the site. This includes allowing other businesses to enter. Nancy expressed the Hope Center heard about the TIF and that if not approved, that Vision would walk away, so the Hope Center wanted to throw their name in the hat. The intent of being at the meeting was not to step on toes. The Hope Center needs a better location than it currently has. She shared preliminary additional plans to go along with the Hope Center, a church would take a space, the Salvation Army has interest along with other ministries.

Gary Gitlitz, who is counsel for Marysville Plaza, LLC. Shared this is the first time he has heard of the Hope Center. He has been working with Vision for two years and is in a contingent purchase contact. He expressed concern that the Hope Center did not approach him, but Council. He also shared he feels anyone else who develops the site would likely need a TIF too.

Jim Knab, who represents the owner of the Marysville Plaza as well. He shared he takes care of the site and knows the full extent of the problems with the site and the cost of rebuilding. Roof, sprinkler, HVAC, electrical all need replaced and updated. He wants to find a home for the Hope Center but it is not financially feasible for someone to come in and rebuild this site.

Greg Senhert, owner of Nuckles Insurance in Marysville. He expressed he agrees with the comments made and the need for affordable housing. Tonight's discussion is about the need for housing. The Hope Center may be able to afford the purchase but the building is not able to be rehabbed. It is great to have a developer, two years into this, still interested in the site and the City should be thankful.

Andrea White shared she does feel this is about housing and expressed her excitement for the old Kroger site to no longer be blighted. A TIF is less concerning knowing in the long run this will be a good solution. She also expressed her excitement for the Hope Center, that she does have a desire to find the right home for them too.

Rick Crago spoke regarding investments in the City of Marysville. He has made many investments within the community. He too, wants to find a home for the Hope Center and wants to fix a blighted property. He shared he toured the building some years ago and it is beyond repair, someone would have to spend millions to fix. In this instance, the TIF makes sense, it is a good investment. If we move forward with the TIF we can fill the site with occupants, they will work in our community and spend money in our community, buying cars, spending time at restaurants, etc. The investment back into the community will take time but it will be there in the long run.

Jermaine Ferguson spoke to his representation on Planning Commission and that the development fits the City's Comprehensive plan perfectly and hopes Council votes yes for this property.

Larry Zimmerman spoke to the TIF from Colemans Crossing. At the time, Marysville had no TIFs. At the time, it was a leap of faith. If we look at the development of Colemans Crossing, the TIF makes sense. The TIF makes sense in this instance too.

Councilman Reams shared his appreciation for everyone who came to speak this evening. He asked the group about the leap of faith; does it make sense to spend the 2.3 million dollars of tax payer money for the TIF. This TIF is different than previous ones, this will demolish the site using the TIF monies to save the developer

money. This is not about pro-growth, anti-growth, pro-apartments, anti-apartments, it is about the TIF, is the TIF something we want to approve. This is about the proper use of public funds.

Councilman Berbee asked if we want to decide tonight and waive third reading. The consensus of the group was to not waive a reading and to wait to vote at the Third Reading.

Councilman Boerger expressed his concern of the TIF being used for demolition instead of for green space or parks. He is concerned if we approve here, future developers will believe the TIF is the standard for the City. Further, he noted, this site will look like any other apartment complex in America and have fast food restaurants out front lining the street. He urged the group to consider, do we want our community to look like apartments and fast food restaurants when coming into town.

To be back for a Third Reading, Title Only on Monday, April 11, 2022

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

Manager Emery shared with the group that regarding the Marysville Plaza, there is $2,000,000 in the TIF and that this is a $33,000,000 investment by Vision. Currently $40,000 goes to Marysville City Schools. If the TIF is approved, $150,000 would go to the Marysville Schools even during the TIF period. He reminded the group that is almost four times what the schools are receiving today. He shared it would be difficult for anyone else to come in and put together a plan to revitalize and rehab this site given the condition of the site today.

Councilman Carpenter thanked the participants for coming and voicing their opinion this evening. He shared he campaigned on a pro growth mindset and that he continues to do so while being financially conservative. He does hope to find a viable home for the Hope Center and hopes a working group can be put together to find its new home. If this occurs, he expressed he would like to be a part of the working group. He concluded he feels Ward One would actually prefer the Hope Center to go into this site. While at the same time, after being educated tonight, he understands the need for housing in Marysville. He expressed he is looking forward to the third reading.

Councilman Berbee congratulated Administration on the nice job they did putting the annual Parks and Recreation Activities Guide together. He shared an idea to place an inset in the Water Bills sent to citizens homes about the Activites Guide in an effort to capture a greater audience. Manager Emery responded City Administration would research this idea further.

Councilman Boerger shared a recent article from the Journal Tribune that expressed how Marysville is now bursting at seams when it comes to housing. He provided a special thank you the Scott family for the land donation. It is generous people like this that make our community a better place to be. These acts of kindness make our world a better place too.

Councilwoman Groat shared her experience so far with the storm water barrel she purchased from the City. Purchasing from the City was cheaper than she could get otherwise and she has already emptied it once. She

also shared information that was sent to Council regarding the Union County Airport Authority and the dangers our airport is facing related to local planes traveling in and out with the wildlife in the area gathering from the ponds around the site. She shared when she moved to Marysville, the Airport was in the country, it is now within City limits. She concluded there are two schools of thought here: one, could relocate the airport so bird traffic is not an issue or two, can drain all the attractive detention and retention ponds because they are an attractive bird sanctuary. She encouraged the group to find a way to meet in the middle and make this a safe space for wildlife and air traffic.

Councilman Seymour had no further comments to share.

Councilman Reams also expressed his appreciation to the Scott-Hanhart family. Thoughts of a park were presented to Planning Commission more than 20 years ago, he is excited to see this come to fruition. He expressed this is a great location for a green space, a nice buffer between the highway and housing.

EXECUTIVE SESSION: At 10:43 p.m. Councilman Carpenter moved to adjourn to Executive Session to discuss the purchase of Real Property and the question put, stood:

Mr. Boerger YES;	Mr. Reams YES;	Mr. Berbee YES;
Mr. Carpenter YES;	Mr. Seymour YES;	Mrs. Groat YES.

Vote 6-0; Motion carried.

At 11:07 p.m. Council adjourned to Open Session.

ADJOURN: There being no further business to bring before Council, Councilwoman Groat moved to adjourn the meeting. Affirmative voice vote was unanimous. The meeting adjourned at 11:07 p.m.

EXHIBIT A



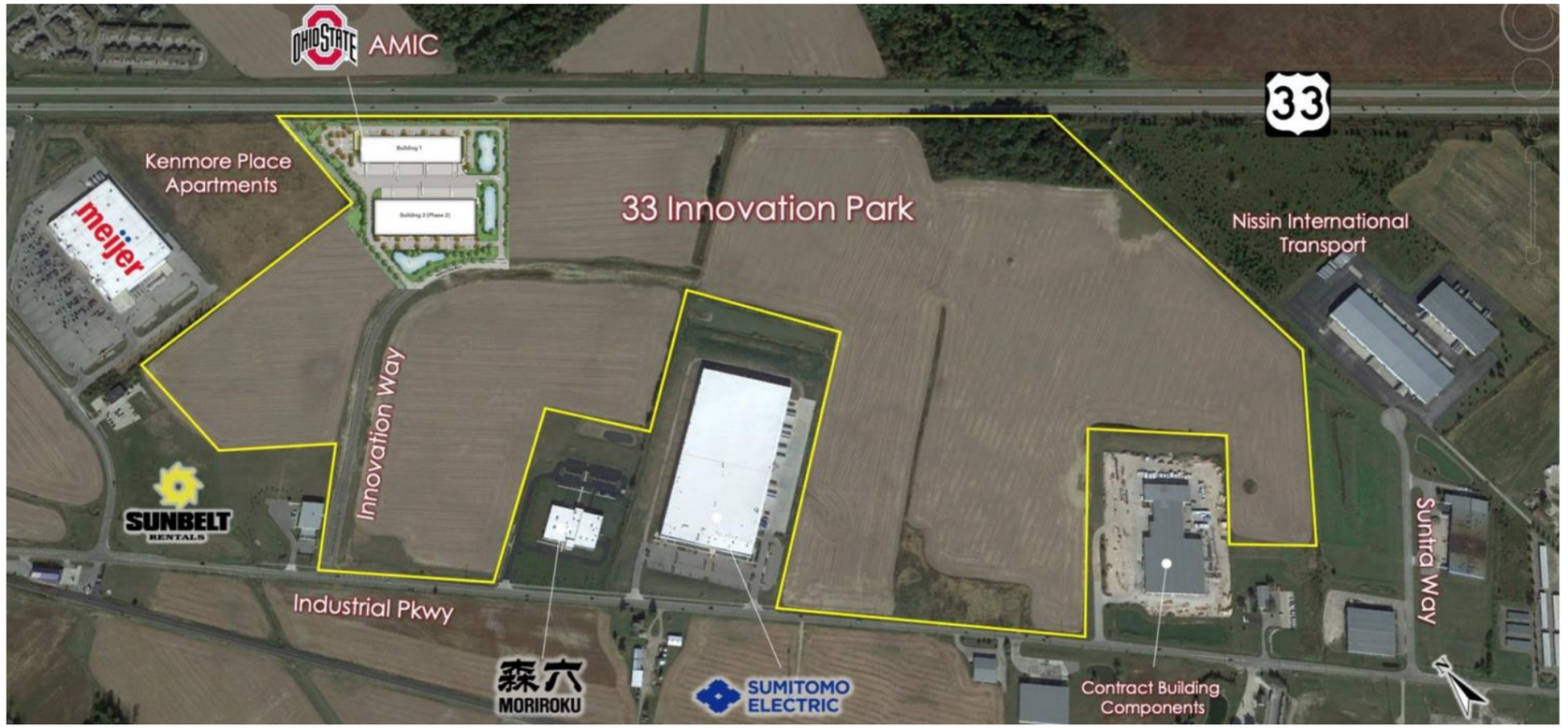
Innovation Park Projects

Marysville City Council
Marc

UNION COUNTY
MARYSVILLE
ECONOMIC DEVELOPMENT

1 Current Status

- ~173 acres available
- Asking $75,000 – $95,000/acre
- Southgate Building 1
  - Ease Logistics
  - AMIC
- Southgate Building 2
  - Plans to begin construction in 2022



2 Hardy World

Project Details

- 9 acre site
- $75,000/acre
- Estimated building - 120,000 SF with 30,000 SF increments



Hardy World's Mission

Hardy World, LLC is a growth-oriented real estate development company primarily engaged in greenfield opportunistic development and value add purchases through the acquisition, development and ultimate disposition of a variety of asset classes. ***Our philosophy is simple: We Add Value to Everything We Do.***





We aim to provide five-star service in Real Estate development we can while working with **municipalities**, **communities**, buyer and seller agents, continuously learning, growing and collaborating as a **team** to improve our skill and service levels.

Our company finds the greatest **value** interacting with the **tenants** we serve and our colleagues while promoting the wellbeing of a **community** and ecosystem in the process.

Recent Relevant Projects

Since Hardy World LLC's inception, we have had a strong focus on industrial/flex projects. In four short years, our proven track record in this asset class reflects our ability to execute and deliver superior projects.

Light Industrial / Flex /Research & Distribution / Logistics / Manufacturing / Tech Focused

Level Crossing | *Edge 1* | *Edge 2* | *Triad* | *L6* | *HW70*













Thank You! Questions?

UNION COUNTY
MARYSVILLE
ECONOMIC DEVELOPMENT

EXHIBIT B

M.O.R.A.

Marysville Outdoor Refreshment Area

UPDATE



1

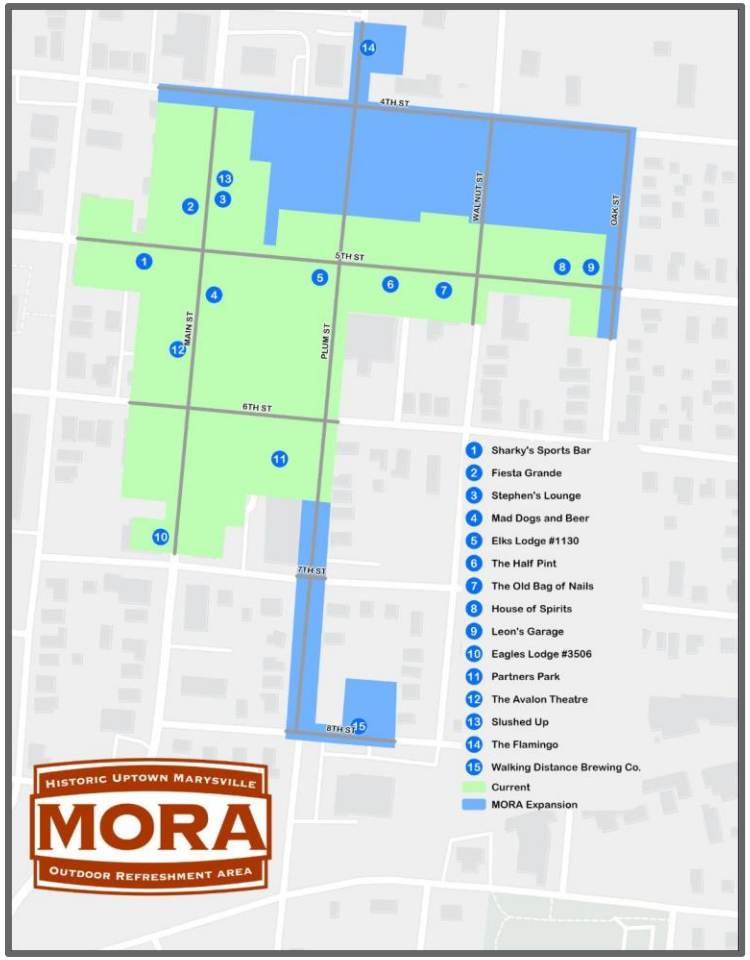
Boundary Review & Update

2

Hours of Operation Review & Update

3

Types of Allowables Review & Update



1 Boundary Review & Update

Housekeeping:

- Update with 2 new permit holders in the area - (Avalon & Slushed Up)
- Permit Holders at Leon's Garage has had their permit use expanded.

North/South Expansion:

- Last Fall business owners provided research & request to consider review of boundary area

D.O.R.A Zone Comparisons

City	Boundary Zone
Marysville, OH	**26 acres** *pending
Powell, OH 2- Breweries outside of core downtown	136 acres
Dublin, OH Has 2 active D.O.R.A.'s	41 acres
Delaware, OH	31 acres
Bellefontaine, OH	16.1 acres
Hilliard, OH	64.3 acres

STREETSCAPE UPDATES

2

Hours of Operation Review & Update

City		Day	Hours
Marysville, OH	**Option A**	**Wed - Fri**	**4:00 PM to 10:00 PM**
		Sat - Sun	**12:00 PM to 10:00 PM**
		Federal Holidays*	**12:00 PM to 10:00 PM**
	Option B	**Mon - Fri**	**4:00 PM to 10:00 PM**
		Sat - Sun	**12:00 PM to 10:00 PM**
Hilliard, OH		Daily	Noon to 9:00 PM
Delaware, OH		Daily	11:00 AM to Midnight
Powell, OH		Thur - Sun	11:00 AM to 10:00 PM
Bellefontaine, OH		Mon - Sat	9:00 AM to Midnight
		Sun	Noon to 9:00 PM
Dublin, OH		Mon - Wed	4:00 PM to 8:00 PM
		Thur - Fri	4:00 PM to 10:00 PM
		Sat	1:00 PM to 10:00 PM
		Sun	1:00 PM to 8:00 PM

City Council Strategic Plan: **Action Step 6 - 4.11** - Increase the frequency of the MORA throughout the summer months going forward.

3

Types of Allowables Review & Update

Current City Rules & Regulations for liquor serving establishments:

- The Establishment is limited to selling two alcoholic beverages at a time to any one patron during the MORA hours.
- To ensure that the designated plastic cups will only be used during the dates and time listed, the establishment shall secure colored MORA stickers from the City. The stickers shall be placed on each designated plastic cup by the establishment prior to use. Stickers will be provided to each establishment at no cost to them.
- Alcohol shall be served in plastic cups on authorized MORA dates. The type of alcohol being served determines which cup shall be used:
  - 10 oz. - wine **(proposed to change to adding spirits)**
  - 20 oz. - beer only
- Non-alcoholic drinks shall NOT be served in MORA designated plastic cups.

NEXT STEPS

Updates made to City Ordinance 51-18 related to M.O.R.A boundaries and hours of operation would need to be voted on by city council.

Items related to Types of Allowables does not need a formal vote but would just be updated in City's Marysville Outdoor Refreshment Area Rules & Regulations that are provided directly to liquor holders by Recreation & Event Manager. They are then signed by owners and on file annually.

EXHIBIT C

MORA expansion testimony
WDBC
March 28, 2022

Good evening. My name is Steve Stolte. I live at 634 West 8th Street within easy walking distance of the Walking Distance Brewing Company.

I encourage you to vote yes to approve the expansion of the MORA to include the Walking Distance Brewing Company.

Business owners Doug Olsen and Teddy Valinski were encouraged to repurpose Skinny Spain's old garage—a building with historic value. They've done that.

They've followed the rules, complied with zoning and building regulations and adhered to Design Review Board requirements.

Since then, they've established a small, viable neighborhood business in an area which for many years has been a neighborhood commercial area—one of only a few of the old neighborhood commercial areas still left in Marysville.

We as a community of citizens and you as Marysville's elected leaders must encourage and more importantly support our local small businesses.

An affirmative vote on the MORA Expansion ordinance is one of the few ways you can support the Walking Distance Brewing Company and the other nearby businesses in the Neighborhood Commercial Area.

Thank you for the opportunity to share my thoughts with you. I look forward to your decision.

EXHIBIT D

Timestamp	Email Address	Your full name	Your address	What ward	Additional Comments
3/13/2022 10:49:30	dmckinney26@hotmail.com	Danette M McKinney	541 HARNESS PL	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 10:50:08	derek.staifer@gmail.com	Derek Staifer	2228 Trophy Dr	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 10:50:54	jhabboggs@gmail.com	Heather Boggs	907 Collins Ave	Ward Three	(Represented by Deborah Groat)
3/13/2022 10:50:55	koontz.57@gmail.com	Krista Humphrey	758 Wedgewood Ct, Marysville, Ohio 43040	Ward Three	(Represented by Deborah Groat)
					I would love to see the expansion of MORA to Walking Distance. It's two blocks farther down Main St than
3/13/2022 10:51:34	joanie.lowry@gmail.com	Joan E Lowry	253 S Maple St	Ward Four	what we currently have, only have to cross 7th walking to Walking Distance
3/13/2022 10:52:10	mcmartin08@gmail.com	Molly	604 E 4th St	Ward Four	(Represented by Donald Boerger)
3/13/2022 10:52:13	paigecoburnrdh@gmail.com				We love the MORA event and would love more options to walk around to!
3/13/2022 10:54:12	eliciawoodrum@gmail.com	Elicia Seeley	480 Harness Place Marysville, Ohio 43040	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 10:55:21	cortneydodge81@gmail.com	Cortney Dodge	560 Mill Wood Blvd Marysville OH 43040	Ward One	DEFINITELY IN FAVOR OF THE EXPANSION.
3/13/2022 10:55:34	gloria_swain7@yahoo.com	Gloria Swain	325 W 6th St	Ward Four	(Represented by Donald Boerger)
3/13/2022 10:55:43	steve.jttr.patrick@gmail.com	Steven Patrick	243 Taylor Ave	Ward One	Walking Distance is the best!
					I support expanding MORA. Walking Distance Brewing is an asset to the community and should be
3/13/2022 10:55:50	mtd327@gmail.com	Michael Dickinson	894 Kentucky Circle	Ward One	included in MORA.
3/13/2022 10:56:50	mcwynar@columbus.rr.com	marsha cwynar	7865 Glenmore Dr.	I don't kno	Not a Marysville resident but still signed
3/13/2022 10:57:16	emilyhoffman725@gmail.com	Emily Hoffman	597 Apple Dr	Ward Four	(Represented by Donald Boerger)
3/13/2022 10:58:31	kandace823@gmail.com	Kandace Nageotte	443 triple crown way	Ward One	I firmly believe that expanding MORA would benefit our city and businesses.
					We aren't in a ward, we're out in the township. My family can personally attest to the fact that Donald Boerger does NOT speak for all the small businesses in the downtown, nor does he speak for all the small businesses in the county. When we had a store in the downtown councilman Boerger often spoke out as if representing us, but never spoke to us first... if he had he would have learned that many of his ideas are his and his alone. Councilman Boerger speaks for himself and a very select few of the businesses in the
3/13/2022 10:59:32	dcombs@mockingbirdmeadows.com	Dawn Combs	16671 Burns Road, Marysville, Ohio	I don't kno	downtown that he has deemed in alignment with his initiatives.
3/13/2022 10:59:59	jeffwhiting45@yahoo.com	Jeffrey I Whiting	2033 Trophy Drive	Ward One	This is the exact reason new business don't want to invest in downtown.
3/13/2022 11:00:59	kneebuster@gmail.com	Jeffrey Eric Wilson	1812 Deer Crossing Drive, Marysville OH 43040	Ward One	I support the MORA expansion.
3/13/2022 11:01:27	jenhess60@yahoo.com	Jennifer Riffle	907 Arabian Cir, Marysville, OH 43040	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 11:02:21	mickrausch@gmail.com	Michaela Baker	314 restoration dr	I don't	know
3/13/2022 11:02:36	culpm21@gmail.com	Megan Culp	20690 Dog Leg Road	Out of	town/Other
3/13/2022 11:03:01	bhlavin@gmail.com	Brittany Butler	724 w 5th street Marysville Ohio 43040	Ward Four	(Represented by Donald Boerger)
3/13/2022 11:03:17	kristalee745@gmail.com	Krista Perry	1188 Nutmeg Dr	Ward One	In favor to expanding the current MORA boundaries!!!
3/13/2022 11:03:34	akmlou@gmail.com	Marylou Miller	1028 Clovernoll Ct, Marysville	Ward Two	(Represented by Alan Seymour)
3/13/2022 11:04:48	cwright61@outlook.com	Calla dodds		Ward Four	(Represented by Donald Boerger)
					The expansion of MORA, would be great for the uptown community. By adding the flamingo and walking distance brewing co would show that the city supports this long standing business and one that revitalize
3/13/2022 11:06:03	12jneighoff@gmail.com	Josh neighoff	1541 Patricia dr Marysville oh 43040	Ward Thre	an eye sore in the uptown area.
3/13/2022 11:06:39	brandon.e.ricketts@gmail.com	Brandon Ricketts	13600 Leeper Perkins rd. Marysville	Out of	town/Other
					I would like to see the hours and area expanded, along with not limiting to beer and wine. Delaware has
3/13/2022 11:07:04	morrshel@gmail.com	Shelley Gruetter		Ward One	done this with great response.
					The Short North in Columbus has caused the property values around it to be in the top ten areas in the country for real estate property value growth in the 2010s. All Marysville property owners stand to gain
3/13/2022 11:07:14	rhammersmith@hotmail.com	Robert E Hammersmith	1147 Nutmeg Dr, Marysville OH, 43014	Ward One	financially by an active and growing Uptown.
3/13/2022 11:07:33	christopherhumphrey3@gmail.com	Christopher Humphrey	530 Bermuda Way, Marysville, OH 43040	Ward Three	(Represented by Deborah Groat)
3/13/2022 11:07:43	jillaolsen@yahoo.com	Jill Olsen	463 Calvary Rd, Marysville, OH 43040	Ward Four	Donald should do his homework for the good of the people and the good of Marysville.
3/13/2022 11:07:43	cybrjock@gmail.com	Ernest Jones	517 S Walnut St, Marysville,OH 43040	Ward Four	I voted for Donald but will vote against him next time
					Please vote to expand the MORA, Donald! The southeast side of our city needs further revitalization and
3/13/2022 11:08:10	937kathyh@gmail.com	Kathleen House	215 Buckeye St	Ward Four	supporting the small businesses there via the MORA helps with this!!
3/13/2022 11:08:42	kristenfoss1990@gmail.com	Kristen Humphrey	530 Bermuda Way Marysville OH 43040	Ward Three	(Represented by Deborah Groat)
3/13/2022 11:09:23	bruth10@yahoo.com	Braden Ruth	Bruth10@yahoo.com	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 11:10:39	ejergens0@gmail.com	Elyse Marie Jergens	1753 Creekview Dr. Marysville, OH 43040	Ward One	(Represented by Aaron J. Carpenter)
3/13/2022 11:10:52	vbagley05@gmail.com	Veronica Bagley	12021 Edgewater Dr apt 309, Lakewood, oh 44107	Out of	town/Other
					Please vote yes for this expansion. It will provide for more business and revenues for the city as well as
3/13/2022 11:11:01	tonya.knox10@gmail.com	Tonya knox	313 Springwood Ln, Marysville OH 43040	Ward One	more options and attraction to the uptown area.
3/13/2022 11:11:47	breannakphillips@yahoo.com	Breanna holland	139 northcrest dr	Ward Two	(Represented by Alan Seymour)
3/13/2022 11:12:09	laura.m.may@gmail.com	Laura Ridge	738 Keystone Way, Marysville, Oh 43040	Ward Two	We would love to see Walking Distance included in MORA.
3/13/2022 11:12:33	nikbill7055@yahoo.com	Nikki lewis	1717 creekview dr.	Ward One	(Represented by Aaron J. Carpenter)
					I live in the country, work in Grove City and I do everything in my power to support locally. Just yesterday had to pick something up in Hilliard and witnessed the amazing growth that city has done even through the pandemic. Supporting Walking distance in including them for people to walk and support locally. We
3/13/2022 11:13:52	harnessthehope@gmail.com	Corrine E. Lane	19300 Springdale Road Marysville OH 43040	Out of tow	can't grow if we don't include. We need to make Marysville special like the towns around us!
3/13/2022 11:14:08	olliemedel@gmail.com	Olivia Medel		Ward Two	(Represented by Alan Seymour)
3/13/2022 11:14:14	martyamrine@gmail.com	Marty Amrine	240 Buckeye St	Ward Four	Vote yes for MORA expansion
3/13/2022 11:14:50	annknapschaeferrausch@gmail.com	Ann Rausch	1464 Hickory Gate Drive	Ward Three	(Represented by Deborah Groat)
3/13/2022 11:16:23	helenamay24@gmail.com	Helena May	215 s maple street Marysville	Ward Four	(Represented by Donald Boerger)
3/13/2022 11:16:35	shaun.smith3213@gmail.com	Shaun Smith	1816 Deer Crossing Dr. Marysville	Ward One	We are in favor of extending Mora hours and boundary. It can only help local businesses
					Even though we are not in the city, we spend a lot of money and time in Marysville. We enjoy MORA. Walking Distance has enhanced our experiences in Marysville. It would be nice to have them included in
3/13/2022 11:16:54	Michelle_cols_oh@yahoo.com	Michelle Troxell	26460 Lunda Rd West Mansfield ohio	Out of tow	this experience.
3/13/2022 11:16:58	jrherbig78@gmail.com	Jewel Herbig	19880 Dog Leg Rd, Marysville OH 43040	Out of	town/Other
3/13/2022 11:17:06	jasonlburris@icloud.com	Jason L Burris	2075 Preakness Pl	Ward One	(Represented by Aaron J. Carpenter)

3/13/2022 11:19:45	owingsphotography@gmail.com	Tracey Owings	1056 Valley Drive, Marysville, OH 43040
3/13/2022 11:19:53	amanda.f.w.parker@outlook.com	Amanda Parker	222 N Court St Marysville OH 43040
3/13/2022 11:20:27	littlepony6@yahoo.com	Angela Gledhill	1444 Milridge Dr Marysville Oh 43040
3/13/2022 11:20:34	mollykeating26@yahoo.com	Molly Keating	2057 Fawn Meadow Dr
3/13/2022 11:21:59	62jag.dw@gmail.com	Dustin Williams	471 Hickory Dr.
3/13/2022 11:22:41	mrmattdc@gmail.com	Matt Cunningham	17050 Wheeler Green Rd. Marysville, Oh 43040
3/13/2022 11:23:25	nicklightco@gmail.com	Nicholas Light	701 Kenny Ln Marysville, Oh
3/13/2022 11:24:06	katherinedice444@gmail.com	Katherine Dice	18809 wheeler-green
3/13/2022 11:26:40	eads649@gmail.com	Joe Eads	380 Windsor dr
3/13/2022 11:26:50	jamie17341@gmail.com	Jamie Cadle	200 Pearlash Road
3/13/2022 11:26:52	slushedup1@gmail.com	Angela M Cumberledge	1374 London Ave / 116 N Main St
3/13/2022 11:27:46	mslorraine77@gmail.com	Jamie	20774 Wolford-Maskill Rd, Marysville
3/13/2022 11:27:58	jthax01@gmail.com	Jenny Thaxton	1589 Adena Pointe Drive
3/13/2022 11:29:52	Carla.cave@gmail.com	Carla cave	175 Saddlebred Cir marysville oh 43040
3/13/2022 11:31:07	kim.haas.71@gmail.com	Kimberly Ann Haas	1825 Woodside Drive Marysville Ohio 43040
3/13/2022 11:31:20	mcadow@yahoo.com	Nick McAdow	942 Hickory Dr
3/13/2022 11:34:13	lspicer948@gmail.com	Lynn Spicer	1071 Watkins Glen CT
3/13/2022 11:36:38	dschaner@columbus.rr.com	Debra Schaner	180 Elwood Avenue, Marysville, Oh
3/13/2022 11:36:54	courtney21c@yahoo.com	courtney smith	754 Milford ave
3/13/2022 11:36:56	meganwalrus@gmail.com	Megan A McGraw	1424 Pepper Ln
3/13/2022 11:37:23	forgette@gmail.com	William A Forgette	1932 Chiprock Dr.
3/13/2022 11:37:38	dean.homestead9@yandex.com	Julie Dean	
3/13/2022 11:37:44	maggiegriffey@gmail.com	Maggie Griffey	628 W. 7th St. Marysville, OH
3/13/2022 11:40:27	ucgirlonthego@gmail.com	Anastasia Peake	503 E 5th Street, Marysville 43040
3/13/2022 11:40:38	ewaggoner85@gmail.com	Eric Waggoner	1569 Cowan Creek Dr Marysville OH
3/13/2022 11:40:39	ddmaceyers@gmail.com	Diana Maclin	506 Dove St
3/13/2022 11:44:08	mhshumway@gmail.com	Mark H Shumway	2046 Derby Dr, Marysville, OH 43040
3/13/2022 11:44:09	akinney.9@gmail.com	Michael Adam Kinney	1438 Park Meadow Dr, Marysville, OH 43040
3/13/2022 11:45:22	rotuno.d@gmail.com	Destiny Rotuno	1247 Forest Edge Drive
3/13/2022 11:50:21	wills.tracie@gmail.com	Tracie Wills	18027 Miller Road Richwood, OH 43343
3/13/2022 11:51:06	astrohm1992@gmail.com	Anna Strohm	380 Palm Dr. Marysville, Oh
3/13/2022 11:52:39	farsider13@yahoo.com	Darla Keifer	626 Watkins Glen Blvd
3/13/2022 11:53:19	walkerfarmof6@yahoo.com	Jessica Walker	1835 Creekview Drive
3/13/2022 11:53:24	sdavenport305@gmail.com	Scott Alan Davenport	305 w 7th st Marysville Ohio 43040
3/13/2022 11:54:26	mbgore33@yahoo.com	Mary Gore	478 Windsor Dr
3/13/2022 11:55:26	tpotts05@gmail.com	Tasha Potts	647 Stallion Way
3/13/2022 11:55:49	katielea16_99@yahoo.com	Katie Carter	Katielea16_99@yahoo.com
3/13/2022 11:57:09	eric211ps@gmail.com	Eric Melchor	1882 Woodside Dr Marysville Ohio 43040
3/13/2022 11:58:35	kyliemariemaynard@gmail.com	Kylie Maynard	590 dove st Marysville oh
3/13/2022 11:59:13	julesniemi@yahoo.com	Julianna Niemi	
3/13/2022 11:59:43	tommie.j.dempsey@gmail.com	Tommie Dempsey	1473 Hickory Gate Drive Marysville OH 43040
3/13/2022 12:00:04	fenby1924@gmail.com	Molly Fenby	1081 Miami Dr
3/13/2022 12:02:02	mrswukusick@outlook.com	Casey Wukusick	17587 Bear Swamp rd Marysville Ohio 43040

Ward One (Represented by Aaron J. Carpenter)
Ward Four Please help support local businesses, and your ward's development by voting to expand MORA!
Ward Three Expand MORA
Ward One (Represented by Aaron J. Carpenter)
Ward Four (Represented by Donald Boerger)
I don't know
Ward Three (Represented by Deborah Groat)
I don't know
Ward Three (Represented by Deborah Groat)
Ward Two (Represented by Alan Seymour)

I'm the owner of Slushed Up and I wanted to express the large amount of customers we have encountered since our opening day of November 22, 2021. The great residents of Marysville have been very welcoming. We have plenty of adult conversations and feedback of what to look forward to this spring and summer. We have had lots of controlled patrons who are out in our town and want to support local businesses. We have not encountered any over endulgence. We have a diverse crowd of many ages and they are all really great people who enjoy staying in Marysville. We have lots visiting from surrounding counties and towns and always say they will be back soon. MORA was created for our community to be able to move around and visit all of our businesses - "sip n shop"- The Walking Distance Brewery, like all other small businesses, has worked very hard to preserve their building and create a devine image that brings together families & friends in our community. They should be able to be a part of our community events The expansion will bring us all the atmosphere of a community supporting our town and the hard work that goes into building a strong foundation of residents for growth. I'm definitely in favor to expand

Ward Four the area and to include liquor (for our slushies)- all the Fun and enjoyment before 10pm is logical.
Out of town/Other
Ward Two (Represented by Alan Seymour)
Ward One (Represented by Aaron J. Carpenter)
Ward One Help small businesses and cut FOR the expansion!
Ward Three (Represented by Deborah Groat)
Ward Two (Represented by Alan Seymour)
Ward Two Against
Ward Three (Represented by Deborah Groat)
Ward One (Represented by Aaron J. Carpenter)

Please expand Mora to include the WDBC, the Flamingo, and the future business going next to the dollar general. While you're at it, allow Half Pint to have barriers again as the refusal to do so last year was economically devastating to them. Without growth of business, there is no growth of the community. Other communities have path ways through residential areas connecting areas that are working just fine. Our

Ward One community is compact making it easier to patrol than those.
Out of tow Support small businesses! Expand MORA.
Ward Four (Represented by Donald Boerger)

Ward Four I am in support of the expansion of MORA and including Walking Distance Brewery

Walking Distance is a great place brought to not the greatest part of town. It a great place to bring board

Ward Two games and relax with your family.

We drive through a number of small towns in Ohio that have implemented ORAs, so this seems to be a

Ward Four growing trend. I believe it is beneficial for Marysville and the local businesses.

I believe the MORA expansion is good for our local businesses and will encourage additional small businesses to settle here in Marysville. I have not heard of any significant issues that have occurred since

Ward One the MORA has been in place. I hope to see this expanded MORA approved.

Our downtown offers very little entertainment. We can t rely on a single business or two to be a draw to Marysville. MORA expansion would be a great boost to confidence of investors and would attract more people to downtown. Planning for additional crosswalks and connecting neighborhoods to downtown seems like a better use of time versus trying to stop MORA from expanding that would drive revenue to fund and justify those projects. Downtown should be filed with restaurants, bars, entertainment and

Ward Two experiences not another auto parts store or boutique that folds in a year.
Ward Two (Represented by Alan Seymour)
Out of town/Other
Ward Four (Represented by Donald Boerger)

This is a great way to support local businesses in town A great way to go walk around and enjoy what the

Ward Two town has to offer.
Ward One (Represented by Aaron J. Carpenter)
Ward Four Boergers reasoning holds no merit whatsoever! I am all in favor of extending the Mora!
Ward Three (Represented by Deborah Groat)
Ward One (Represented by Aaron J. Carpenter)
Ward One (Represented by Aaron J. Carpenter)
Ward One (Represented by Aaron J. Carpenter)

I absolutely support the expansion, he's never came to my community/neighborhood to talk to us about

Ward Four this. He is not representing the views of his district he is simply representing his own views
Ward Three (Represented by Deborah Groat)
Ward Two (Represented by Alan Seymour)
Ward Two I support MORA expanding to support all local business in Marysville.
I don't know

3/13/2022 12:05:24	dan4824@gmail.com	Daniel Klein	734 Corbel Drive	Making it easier for entertainment-oriented businesses to operate is what will increase visitors to the Uptown Marysville area, and played a role in the revitalization of similar areas in Dublin and Delaware. The MORA is an excellent concept, but choosing to exclude a new member of the uptown-area business
3/13/2022 12:05:51	whitehallsomebody@hotmail.com	Charles huff	502 collins ave	Ward Two community to draw some arbitrary hard line will set a precedent of the Council being anti-business.
3/13/2022 12:06:14	blkdress13@gmail.com	Letitia Rayl	222 Elwood Ave	I don't know
				Ward Two I support the expansion in support of our local businesses. These downtown businesses thriving are what keeps us coming to downtown Marysville. It would be a
3/13/2022 12:08:10	mwilliams@silverliningdetail.com	Matt Williams	9040 Long Rd Ostrander OH 43061	Out of tow shame to do anything that would negatively affect the MORA regulations
3/13/2022 12:08:43	etravoli@yahoo.com	Eric travoli	524 garden dr	Ward Four (Represented by Donald Boerger)
3/13/2022 12:09:02	dlimbacher09@gmail.com	Danielle Limbacher	1536 Asher Ct	Ward Two (Represented by Alan Seymour)
3/13/2022 12:10:03	slkrajci@gmail.com	Stacy krajci	680 quail hollow dr s	Ward Four I am in full support of expanding MORA to walking distance brewery
3/13/2022 12:11:23	lisabeaty78@gmail.com	Lisa Beaty	16124 Hawn Road	Out of town/Other
				Expanding MORA would help to support a local business. I've attended both MORA and DORA and I've never seen it get out of hand. As a resident that lives near Walking distance it would be really great if it
3/13/2022 12:12:35	hannahemay7@gmail.com	Hannah May	734 Corbel Drive, Marysville, OH 43040	Ward Two expanded so that we could easily walk to the MORA area
3/13/2022 12:12:52	keithkayla6491@gmail.com	Kayla Jolliff	1305 Meadow View Drive Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 12:13:18	alexhittepole@gmail.com	Alex Hittepole	1542 Cowan Creek Dr. Marysville, Ohio 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 12:13:45	kadies123@gmail.com	Kadie Amsbaugh	784 corbel dr marysville oh 43040	Ward Two I support the expansion or MORA
3/13/2022 12:14:25	madilyngreenbaum@gmail.com	Madilyn Hubbs	1734 Tamarac Dr., Marysville, OH	Ward Two (Represented by Alan Seymour)
3/13/2022 12:15:41	hbennett@mcspresidents.org	Heather Bennett	570 Scott Farms Blvd. Marysville Ohio	Ward Two (Represented by Alan Seymour)
3/13/2022 12:17:44	meredithcalexander@gmail.com	Meredith Craig	606 Chestnut Street, Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 12:19:18	jocefarn313@gmail.com	Jocelyn Farnsworth	125 north maple street	Ward Four (Represented by Donald Boerger)
3/13/2022 12:19:56	hakola542005@yahoo.com	Christopher Hakola	1759 Damos Way	Ward Three (Represented by Deborah Groat)
3/13/2022 12:20:46	beberly1@columbus.rr.com	Kim	1561 Carmel Dr	Ward Four (Represented by Donald Boerger)
				please support the expansion of MORA. Other cities/towns have these types of activities that go by
3/13/2022 12:21:44	gregwatts61@hotmail.com	GREG WATTS	14604 weaver rd	Ward Two residential homes and it is working for them.
3/13/2022 12:22:51	mirandaprincipe3@gmail.com	Miranda rockhold	1847 Chiprock drive	Ward One I vote to expand MORA and support local businesses
3/13/2022 12:23:28	ejsavidge1414@gmail.com	Emily Savidge	888 Catalpa Place Marysville OH 43040	Ward Four (Represented by Donald Boerger)
3/13/2022 12:23:30	mpotridge@yahoo.com	Michelle Potridge	1478 Idlewild dr Marysville oh 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 12:23:56	sklauda@gmail.com	Scott Klauda	1762 Caraway Ln Marysville OH 43040	Ward One (Represented by Aaron J. Carpenter)
				I am a 23 year old local, and I hope to see MORA expanded. I think this is exactly what Marysville needs in order to drive the business of young adults in my age group to local establishments rather than pushing
3/13/2022 12:24:45	smithdrumacademy@gmail.com	Sawyer Smith	154 Damascus Rd. Marysville, OH 43040	Ward Four them to neighboring towns.
3/13/2022 12:25:15	samjordan45701.sj@gmail.com	Samantha Cook	705 Milcrest drive Marysville Ohio	Ward Three (Represented by Deborah Groat)
				I am a recent college graduate and new to the Marysville area. The expansion of MORA will encourage others around my age to stay in Marysville, support local businesses, and not feel the need to travel to
3/13/2022 12:26:14	aguarni2@kent.edu	Ava Guarnieri	154 Damascus Rd Marysville, OH 43040	Ward Four neighboring towns to socialize.
3/13/2022 12:28:31	tampafl17@hotmail.com	Brittany Godwin	24650 Darby Pottersburg Rd.	Out of town/Other
3/13/2022 12:31:51	alex.amanda@gmail.com	Alexander Parker		I don't know
3/13/2022 12:32:49	wingjackets@gmail.com	Trevor Raymond	1934 Pony Place Marysville 43040	I don't know
				I used to live on W. 4th St. and really wish some of these uptown improvements would have started
3/13/2022 12:34:19	mrice@trinitymarysville.org	Michelle Rice	375 Shellbark Rd.	Ward Two sooner while I was still living in 'walking distance'.
				Expanding MORA is great for the businesses involved and great for Marysville. Even though I don't live in
3/13/2022 12:35:57	mshort1988@gmail.com	Michael L Short	617 N Main Street	Ward Two that Ward I would vote for it and welcome it with open arms.
3/13/2022 12:36:32	gretlagraham@gmail.com	Greta Graham	13800 Patterson Rd	Out of tow Yes to extend the MORA
3/13/2022 12:36:34	rwilcox78@gmail.com	Robert Wilcox	1041 Van Kirk Dr	Ward Three (Represented by Deborah Groat)
3/13/2022 12:37:17	tristen21@hotmail.com	Kristen Whitaker	549 Scott Farms Marysville Ohio 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 12:39:14	bridgetluke@gmail.com	Bridget Luke	23350 Middleburg Plain City Road, Milford Center	Out of town/Other
3/13/2022 12:39:59	olivia.sparks94@yahoo.com	olivia hollar	682 meadows dr marysville	Ward Four (Represented by Donald Boerger)
3/13/2022 12:41:37	hride750@columbus.rr.com	David Garrison	20770 peoria loop Raymond Ohio 43067	Out of tow Support the local businesses in our home town. Stop trying to hold back progress
				Just extend the MORA to include Walking Distance Brewery, seems nonsensical, unnecessarily
3/13/2022 12:43:28	lushuslollygaggins@gmail.com	Jennifer Knotsmed	644 Henry St	Out of tow exclusive, and costly to deny the expansion.
				Ward One This is not right to treat other local businesses this way. MORA should extend to all businesses in town.
3/13/2022 12:44:08	smccreedy5@gmail.com	Stacey mccreedy	635 Kentucky Circle	I am a small business owner that has been in Marysville for 10 years. I am fully in support of MORA extending to Walking Distance. They are the most supportive small business in this community. Donald
				Ward Four Boerger needs to reconsider his vote.
3/13/2022 12:44:33	muralsbykaty@gmail.com	Katy	Sanford	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 12:45:04	nelson.tt81@gmail.com	Thomas J Nelson	332 Triple Crown Way	Out of town/Other
3/13/2022 12:45:04	0steveneich0@gmail.com	Steven Eich	22810 Johnson rd	Out of town/Other
3/13/2022 12:47:09	johncase142@gmail.com	John Case	23000 Lingrell Road, West Mansfield	Out of town/Other
3/13/2022 12:47:25	countrysparrow83@gmail.com	Stacy McCune	7429 Blue Road Cable, Ohio	Ward Three (Represented by Deborah Groat)
3/13/2022 12:47:28	clsthenry@yahoo.com	Celeste I Johnson	1410 Redtop court marysville Ohio 43040	Out of town/Other
3/13/2022 12:47:58	mabeejs@gmail.com			
				I'm in favor of the expansion of MORA. It seems that Donald Boerger is worried about his vision for Marysville and not what the majority of the citizens he represents see as the vision for the future of Marysville. He seems to think we live on some sort of college campus where drunk people will be running
3/13/2022 12:48:46	jessicalb2012@hotmail.com	Jessica Bingham	714 North Maple Street Apt C12	Ward Four around on the street getting into mischief, but that's not here. We don't have that type of problem here.
3/13/2022 12:48:57	dj.spain@yahoo.com	Donald Eugene Spain Jr	52 Woodcrest Drive	Ward Two Expand MORA. Stop trying to force small, local businesses out of our growing town.
3/13/2022 12:51:57	rryan-forrester@hotmail.com	Ryan Forrester	698 wedgewood dr	Ward Three Expand MORA!
3/13/2022 12:52:15	katherinemshowalter@gmail.com	Katherine Showalter	508 Evergreen Circle Marysville, OH 43040	Ward Two (Represented by Alan Seymour)

3/13/2022 12:52:21	annaliesa_garner@gmail.com	Annaliesa Garner	1016 Collins Ave, Marysville
3/13/2022 12:53:03	katie_haas_24@hotmail.com	Katelyn haas	1825 woodside drive
3/13/2022 12:53:20	shaover@yahoo.com	Shannon Wilson	800 Buck Run Rd Marysville OH 43040
3/13/2022 12:53:55	alex.youngst20@gmail.com	Alex Youngs	
3/13/2022 12:56:51	lynnmk78@gmail.com	Lynn Odenthal	1193 Tarragon Drive Marysville Ohio
3/13/2022 12:57:30	Sarahwattspage@gmail.com	Sarah Watts-Page	440 Scott Farms BLVD
3/13/2022 12:57:36	soraghan.1@gmail.com	Courtney Jo Soraghan	1716 Damos Way, Marysville, OH 43040
3/13/2022 12:59:21	laurablumenschein@yahoo.com	Laura blumenschein	240 north maple st
3/13/2022 12:59:22	mjborland@gmail.com	Miranda Borland	21990 liberty west road Raymond Ohio
3/13/2022 13:01:42	carissaej@gmail.com	Carissa Jeffery	715 Lorenzo Dr. Marysville
3/13/2022 13:03:25	michelle.n.witte@gmail.com	Michelle witte	1629 adena pointe dr
3/13/2022 13:04:49	ericka.lynn07@gmail.com	Ericka Endicott	15788 Hawn rd Plain City, OH 43064
3/13/2022 13:05:03	shelly.r.thomas@gmail.com	Shelly Tabar	539 Mill Wood Blvd Marysville
3/13/2022 13:07:25	affixnone@yahoo.com	James Johnson	1410 Redtop Ct Marysville Ohio 43049
3/13/2022 13:08:09	timblumenschein6@gmail.com	Tim Blumenschein	240 North Maple Street
3/13/2022 13:10:13	mitchellarlington@yahoo.com	Mitchell Arlington	1842 Creekview Drive
3/13/2022 13:11:50	katie.stemen@yahoo.com	Katie Stemen	2970 Clark Shaw Rd Powell OH
3/13/2022 13:15:25	lindseymarie8510@gmail.com	Lindsey M Cooper	13758 County Home Rd, Marysville, 43040
3/13/2022 13:19:02	michaelscollier@gmail.com	Michael Collier	1981 Creekview Drive
3/13/2022 13:23:10	annahammi1997@gmail.com	Adrianna Hamilton	21622 State Route 347, Raymond Ohio 43067
3/13/2022 13:25:02	hewasil@gmail.com	Heather Wasil	316 Buerger Street Marysville Ohio 43040
3/13/2022 13:26:38	marilynn.cella@gmail.com	Marilynn Clodfelder	507 Glen Oaks Dr Marysville Ohio 43040
3/13/2022 13:27:37	carliejkmoran@gmail.com	Carlie Jo Kaylin Moran	525 Ash St. Marysville Ohio 43040
3/13/2022 13:27:49	gronasj@gmail.com	Jessica Gronas	535 Clydesdale way Marysville oh 43040
3/13/2022 13:28:10	hlundregan@gmail.com	Holly Trask	571 Buchloe drive Marysville, OH 43040
3/13/2022 13:29:22	jenniferfloat@gmail.com	Jennifer Float	493 Calvary Rd
3/13/2022 13:30:53	s.m.benjamin87@gmail.com	Sarah Benjamin	1469 Adena Pointe Dr Marysville, OH 43040
3/13/2022 13:32:47	sandaltered@gmail.com	Michael Ellington	21935 Shirk RD Marysville, OH 43040
3/13/2022 13:33:43	kellington311@gmail.com	Kathy Jo Ellington	21935 Shirk Rd Marysville Ohio 43040
3/13/2022 13:33:46	lil_taylor21@hotmail.com	Michele Taylor	1541 Woodline Ct
3/13/2022 13:35:23	jeffmullaney@yahoo.com	Jeff mullaney	21857 Evans rd west mansfield oh 43358
3/13/2022 13:35:52	cait.dufresne@gmail.com	Caitlin Dufresne	670 Quail Hollow Dr S
3/13/2022 13:36:15	hbfrey90@gmail.com	Hannah Frey	12698 Hinton Mill Rd, Marysville Ohio 43040
3/13/2022 13:39:14	mswest830@gmail.com	Marilyn West	413 CALVARY RD
3/13/2022 13:41:11	chelseymorgan168@gmail.com	Chelsey wynegar	235 s vine st marysville Ohio 43040
3/13/2022 13:42:07	mattharvey0893@gmail.com	Matthew Harvey	1549 Claudia Lane Marysville Ohio 43040
3/13/2022 13:43:31	cmmeuser@gmail.com	Christi Meuser	2348 Trophy Drive
3/13/2022 13:49:34	xlevijpcombsx@gmail.com	Levi Combs	601 W 3rd St
3/13/2022 13:51:21	swolfe521@gmail.com	Stacy Wolfe	503 Clydesdale Way, Marysville, Oh
3/13/2022 13:54:54	alliebrems@yahoo.com	Allison Bremner	410 Mill Wood Blvd. Marysville, OH 43040
3/13/2022 13:58:27	jordanfrobose@gmail.com	Jordan Appelhans	1488 Adena Pointe Dr. Marysville OH 43040
3/13/2022 13:59:56	olsonfamily93@yahoo.com	Tessy Olson	638 Gallop Lane
3/13/2022 14:00:42	john.clodfelder@gmail.com	John Clodfelder	500 Scott Farms Blvd, Marysville, OH 43040
3/13/2022 14:02:01	pmcouch4@gmail.com	Paige Couch	1474 Hickory Gate Dr
3/13/2022 14:05:41	ashl3efish@yahoo.com	Ashlee Fishbaugh	
3/13/2022 14:07:51	maraledley3@yahoo.com	Mara Ledley	223 Locust Street
3/13/2022 14:08:02	tonyaw82@gmail.com	Tonya Woodruff	1425 Village Drive Marysville OH 43040
3/13/2022 14:09:23	cassietustin@yahoo.com	Cassie Tustin	1037 Sherwood ave
3/13/2022 14:10:14	erikaleegingerich@gmail.com	Erika Gingerich	22781 Wolford Maskill Rd, Marysville, OH
3/13/2022 14:11:41	sstolte@columbus.rr.com	Steve Stolte	634 West 8th Street
3/13/2022 14:13:14	ellerbrockjulie@aol.com		
3/13/2022 14:13:40	hannahjunerodey@gmail.com	Hannah Rodenhausen	668 Chestnut St Marysville OH 43040
3/13/2022 14:14:37	patrickrheffernan@gmail.com	Patrick Heffernan	233 W 7th St, Marysville, OH 43040

Ward Four Extend mora!
Ward One (Represented by Aaron J. Carpenter)
I don't know
Out of town/Other
Ward One Allow Marysville to be a place people want to spend time and money. Allow growth
Ward Two (Represented by Alan Seymour)
Ward Three Definitely support expanding the MORA! Let adults make their own adult decisions.
Ward Four (Represented by Donald Boerger)
Out of town Continue MORA and the uptown activities!
This is vital to making Marysville what it needs to be- competitive with other area markets. I'm sick of going
Ward Two out of town to enjoy things that aren't offered in Marysville!
I don't know
Out of town/Other
Ward One (Represented by Aaron J. Carpenter)
Ward Three (Represented by Deborah Groat)
Ward Four This is ridiculous. Expand MORA
Ward One (Represented by Aaron J. Carpenter)
I live on the north side of powell but love to go around to local breweries/towns for events. Getting rid of
Out of town this would discourage me from coming to events in Marysville.
I don't know
Ward One (Represented by Aaron J. Carpenter)
Out of town/Other
Ward Two I think extending Mora is a great idea and will bring more business and growth.
Ward Two I feel the expansion of Mora will help our city grow and encourage growth.

Uptown is growing. Marysville is growing. We should encourage people to engage in business throughout the town and link businesses together with pedestrian access. Many people will overlook walking distance all together on uptown nights because they cannot engage in MORA events. The brewery showcases many local businesses, farmers, distributers & the working class people of Marysville and surrounding towns. They are truly a family environment that actively puts the future of our expanding town at the forefront of their business model.
Walking distance is a chill, yet upscale establishment that will pave the way for the future of business in Marysville. A MORA expansion will allow walking distance to engage in the recreational areas Marysville has established, while also supporting other small businesses and small business owners in Marysville. If crosswalks and pedestrian access is truly an issue, it has nothing to do with MORA. Those areas should be improved independently of MORA regardless of the boundaries established by the city of Marysville. Our uptown recreational area deserves access to Walking Distance. Walking Distance deserves access
Ward Four to out uptown recreational area of.
Ward One (Represented by Aaron J. Carpenter)
Ward Three (Represented by Deborah Groat)
Ward Four (Represented by Donald Boerger)
Ward Two (Represented by Alan Seymour)
Out of town/Other
Out of tow I frequent Marysville businesses multiple times per week and fully support the Morra expansion
Ward Two (Represented by Alan Seymour)
Out of tow Expanding mora is a definite positive
I am in ward 4 and see no detriment to expanding MORA. In fact, I would personally like to see further expansion similar to other central Ohio cities. The exclusion of certain uptown venues was bizarre in the
Ward Four first place.
I don't know
Ward Four I disagree with Donald. I am FOR the expansion of MORA.
I don't know
Ward Three (Represented by Deborah Groat)
Expanding MORA will only bring more awareness to local businesses and will help the town thrive and
Ward One bring in more events.
Ward Four (Represented by Donald Boerger)
Ward One (Represented by Aaron J. Carpenter)
Ward One (Represented by Aaron J. Carpenter)
Ward Two (Represented by Alan Seymour)
Ward One I think the MORA should be expanded.
Ward Two (Represented by Alan Seymour)
Ward Three (Represented by Deborah Groat)
Out of town/Other
Ward Four (Represented by Donald Boerger)
Ward One (Represented by Aaron J. Carpenter)
Ward Three (Represented by Deborah Groat)
Out of town/Other
We should support the Walking Distance Brewery and encourage all the small businesses in the small
Ward Four historically-commercial area along the 8th and 9th street corridors east of Plum Street.
Ward One (Represented by Aaron J. Carpenter)
Ward Two Please expand MORA
Ward Four (Represented by Donald Boerger)

3/13/2022 14:16:03	michael_himes1@yahoo.com	Michael Himes	1200 London Ave	Ward Two The MORA expansion should 100% happen. There is no real reason for it not to take place.
3/13/2022 14:16:12	loly954@gmail.com	Lori Wright	W. 4th Ave	I don't know
3/13/2022 14:16:31	edgr.mack@gmail.com	MacKenzie Edgar	566 Grace Drive	Ward Four (Represented by Donald Boerger)
3/13/2022 14:17:23	tim.soller17@gmail.com	Tim Soller	703 E 6th St	Ward Two I'm all for extending the MORA to Walking Distant Brewry.
3/13/2022 14:17:48	acparker1394@gmail.com	Allison Hashbarger	1280 Meadow View Dr, Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 14:20:31	bkschlecht75@gmail.com	Brenda Schlecht	658 wagon wheel ln marysville ohio 43040	Ward Two Please allow this expansion
3/13/2022 14:21:03	jeri_amrine@yahoo.com			Ward Four (Represented by Donald Boerger)
3/13/2022 14:21:54	mollyjtaylor@yahoo.com	Molly Taylor	485 Chariot Way, Marysville, OH 43040	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 14:23:16	zyoung790@gmail.com	Zachary Young	Yes	Out of town/Other
3/13/2022 14:26:26	llmason6669@gmail.com	Lora Mason	836 Wedgewood Drive	Ward Three (Represented by Deborah Groat)
3/13/2022 14:29:13	ahern.luke@gmail.com	Luke Ahern	265 W 7th St	Ward Four (Represented by Donald Boerger)
3/13/2022 14:29:48	trixib56@hotmail.com	Traci Byerly	287 Prairie drive Marysville oh 43040	Ward Three (Represented by Deborah Groat)
				Your extension of the MORA is important to your community and will bring outside extended family in for
3/13/2022 14:30:25	nursekittyid@gmail.com	Gloria K Smith	3428 Bicentennial Avenue, Springfield, Ohio, 45503	Out of tow lime with their resident families and friends.
				I think this would be great to expand the Mora it gives our locally owned business some support and more
3/13/2022 14:35:24	pennymarie72@gmail.com	Julie Taylor	13858 Maple Ridge Rd	Out of tow business.
3/13/2022 14:37:58	klbell2011@msn.com	Kristina Ferguson	21719 Raymond Rd, Marysville, Oh 43040	Out of town/Other
3/13/2022 14:38:14	welchk031@gmail.com	Kirsten Hoelscher	1425 Augustine Dr, Marysville OH 43040	Ward Four (Represented by Donald Boerger)
3/13/2022 14:38:37	cassidypage197@yahoo.com	Cassidy page	426 e 7th st	Ward Four (Represented by Donald Boerger)
				We are not from Marysville but specifically come to town to enjoy the food and drinks and MORA is
				definitely one if the reasons why we come. We could choose to go anywhere, a downtown needs a
				REASON to bring people from our of town. You need MORA to attract more people and keep them
3/13/2022 14:40:06	kathleen.marriott@yahoo.com	Kat Marriott	6955 Gregg Mill Rd, London Ohio 43140	Out of tow coming back.
3/13/2022 14:44:04	cmsearle2@gmail.com	Christopher Searle	540 Bermuda Way, Marysville, OH 43040	Ward Three (Represented by Deborah Groat)
3/13/2022 14:44:58	oherbon@gmail.com	Omar Herbon	1500 Carmel Dr	Ward Four I support the expansion of Mora
3/13/2022 14:49:43	gracetaylor11@yahoo.com	Grace Chapman	637 W 7th St Marysvile OH	Ward Four (Represented by Donald Boerger)
3/13/2022 14:50:06	chapy58@msn.com	Derek Chapman	637 W 7th St Marysvile OH	Ward Four (Represented by Donald Boerger)
3/13/2022 14:52:16	andyhundley@gmail.com	Andrew Hundley	1497 Cinnamon Drive	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 14:54:21	sara1042@hotmail.com	Sara Hudgens	1486 Meadowlark Lane Marysville Ohio	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 14:54:29	jay3469@yahoo.com	Justin Ruggiero	521 Scott Farms Blvd Marysville OH 43040	Ward Two Expand and approve MORA!!!
3/13/2022 14:57:20	sierratymo@gmail.com	Sierra Tymoszczuk	262 W 9th st.	I don't know
3/13/2022 14:59:03	eric.brockman@gmail.com	Eric Brockman	557 Bridle Dr.	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 15:04:01	audrey_penwell@hotmail.com	Audrey Cooper	381 W Elm St North Lewisburg	Out of tow I own a business in uptown Marysville.
				As a younger Marysville resident, the MORA has been an excellent time to explore local businesses and
				enjoy the uptown area. I would love if the local craft brewery Walking Distance could be included in the
3/13/2022 15:04:45	l.curry152@gmail.com	Linsey	Curry	Ward Two future to fill a much needed gap in craft beer in the area.
				I fully support the expansion of the MORA South to include future business located on E. 9th St. An even
3/13/2022 15:08:02	jdodge31@gmail.com	Jeff L Dodge	129 Chestnut Street	Ward Four center is coming soon, and that should be considered if it hasn't already.
3/13/2022 15:10:58	dunn4mk@yahoo.com	Barbara Bushong	210 S Court Street	Ward Four MORA Should be expanded as proposed
3/13/2022 15:13:04	ajenn81@yahoo.com	Amanda Jennings	563 E.10th St.	Ward Two (Represented by Alan Seymour)
3/13/2022 15:13:31	zzkilo21@yahoo.com	Chris Keating	2057 fawn meadow dr	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 15:15:04	livdodge31@gmail.com	olivia dodge	425 Saddlebred Cir	Ward Four (Represented by Donald Boerger)
3/13/2022 15:15:45	sdean1981@gmail.com	Shane Dean	492 Triple Crown Way Marysville, OH 43040	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 15:18:43	dmpage@gmail.com	David Page	1582 La Costa Drive	Ward Two (Represented by Alan Seymour)
3/13/2022 15:18:43	darcylallathin@gmail.com	Darcy Lallathin		Out of town/Other
3/13/2022 15:24:41	mkrisuk@gmail.com	Matthew E. Krisuk	1345 village drive, Marysville OH 43040	Ward One (Represented by Aaron J. Carpenter)
				I support the expansion of the Uptown experience and the proposed expansion of the Marysville Outdoor
3/13/2022 15:27:23	Bean.kitty@att.net	Jeanette Kern	1405 Augustine Dr Marysville Ohio 43040	Ward Thre Refreshment Area (MORA
3/13/2022 15:30:21	pattyhedges@yahoo.com	Patricia A. Hedges	711 W. 5th St. Marysville, OH 34040	Ward Four (Represented by Donald Boerger)
				I have zero issues with expanding MORA. I encourage people to get out and visit local businesses. I
3/13/2022 15:30:54	deuce2298@hotmail.com	David Webber	18263 Timber Trails Rd.	Ward Thre believe having a MORA will/can help these new and existing businesses get discovered.
3/13/2022 15:32:08	aranstine@gmail.com	Alisha Anstine	1930 Morning Song Rd	Ward One Extending the MORA district is good for Marysville residents AND local businesses.
3/13/2022 15:32:41	meese19.rn@gmail.com	Misti Drope	527 Bridle Drive; MARYSVILLE, oh 43040	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 15:35:16	smiller14614@gmail.com	Samuel Miller	560 Glen Oaks Dr.	Ward Two (Represented by Alan Seymour)
3/13/2022 15:38:09	hs.miller2012@gmail.com	Helene Miller	560 Glen Oaks Dr	Ward Two (Represented by Alan Seymour)
3/13/2022 15:38:18	valerie.langhirt@kingthompson.com	Valerie Langhirt	10334 Hinton Mill Rd Marysville Ohio 43040	I don't know
				We support MORA expanding to include Walking Distance. It is just 1 1/2 blocks to Partners Park and
3/13/2022 15:39:14	sandne06@gmail.com	Sandra Reick	447 Black Hawk Dr	Ward Two feel it is important to include this new business.
3/13/2022 15:46:24	tmghall2009@gmail.com	Travis Hall	1785 Dickson Drive South	Ward Two I am FOR the MORA expansion!
3/13/2022 15:50:55	Randyhedges@yahoo.com	Randy E Hedges	711 W. 5th St Marysville, OH 43040	Ward Four (Represented by Donald Boerger)
3/13/2022 15:51:40	lgarrard@gmail.com	Lenny Garrard Jr	1042 Fairfield Dr, Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 15:52:08	bridget.bat4@yahoo.com	Bridget Batdorf		Out of tow MORA expansion is reasonable and will have a positive effect on the local businesses.
3/13/2022 15:53:23	shbrowne12@gmail.com	Stephen Browne	754 Windy Hill Lane	Out of town/Other
				I am friends with Don, but disagree with this stance. We need to provide support and encouragement to
3/13/2022 15:57:09	gatesyk@hotmail.com	Lisa Kovinchick	1331 Miami Drive, Marysville, Ohio 43040	Ward Two local businesses.
3/13/2022 16:03:12	travisberner1@gmail.com	Travis Berner	200 Pearlash Road	Ward Two (Represented by Alan Seymour)
3/13/2022 16:03:33	demchakew@yahoo.com	Wendy K Demchak	1823 Deer Crossing drive, Marysville	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 16:03:39	anc09@sbcglobal.net	Amanda Conn	11021 Crottinger Rd	Out of town/Other
3/13/2022 16:06:58	wickedtreats2021@yahoo.com	Kristi Cardone	Raymond	Out of town/Other
3/13/2022 16:08:05	ahpitzer@yahoo.com	Amy Pitzer	702 Edgewater Lane	Ward One It is your duty to make uptown a vibrant area for all small businesses! Expand MORA
3/13/2022 16:18:33	cindyowensshay@gmail.com	Cindy Shay	691 Wedgewood Dr	Ward Three (Represented by Deborah Groat)
3/13/2022 16:21:02	jenniken1125@gmail.com	Jennifer Kennedy	946 Kenmore Xing Blvd Apt 201	Ward Two (Represented by Alan Seymour)

3/13/2022 16:21:53	rachel.ross64@gmail.com	Rachel Ross	767 Arabian Circle
3/13/2022 16:22:01	lauraannmi@gmail.com	Laura Miller	1828 Chiprock Dr. Marysville, OH 43040
3/13/2022 16:24:30	jo.taylor73@gmail.com	Jordan Taylor	1887 Deer Crossing Dr
3/13/2022 16:25:19	beth.langley@yahoo.comb	Bethany Jolliff	625 Summers Run Rd
3/13/2022 16:25:34	rocky_61362@yahoo.com	Luann Nass	331 fernwood ct
3/13/2022 16:32:24	woodruff.samantha@gmail.com	Samantha Gantz	614 Kentucky Circle Marysville, OH
3/13/2022 16:32:48	meriele.moore@gmail.com	Meriele Moore	539 Fairwood Drive, Marysville, OH 43040
3/13/2022 16:40:14	jdjenkins8@outlook.com	Justin Jenkins	
3/13/2022 16:41:59	acerepp1@gmail.com	Julie epp	
3/13/2022 16:46:56	meredithburkhart@gmail.com	Meredith M Burkhart	544 Garden Drive
3/13/2022 16:57:35	cgowens60@gmail.com	Christopher Owens	572 Stable St, Marysville, OH 43040
3/13/2022 16:58:57	courtmosley@outlook.com	Courtney Mosley	699 Kenny Lane
3/13/2022 16:59:26	peszaber@gmail.com	Peter Erik Szabo	1581 Valley Drive
3/13/2022 17:00:54	mark.easton2603@gmail.com	C. Mark Easton	400 Grove Street
3/13/2022 17:01:45	kmking010@gmail.com	Kathrine King	1283 tarragon dr. Marysville oh 43040
3/13/2022 17:03:22	flas2sox@aol.com	Gary Kessler	18109 Delaware county line rd., Ostrander, Ohio
3/13/2022 17:03:34	a_ternasky@hotmail.com	Ashley Prenger	1403 Sassafras Ln Marysville
3/13/2022 17:03:35	jafotb@gmail.com	Daniel R Eyers	506 Dove Street2
3/13/2022 17:04:02	lauren.albers7@gmail.com	Lauren Chambers	
3/13/2022 17:05:44	john.m.prenger.mil@mail.mil	John Prenger	1403 Sassafras Ln marysville
3/13/2022 17:10:51	nbelik@oh.hra.com	Nick Belik	193 Collingwood Drive Marysville Ohio 43040
3/13/2022 17:10:57	miaolson1023@gmail.com	Mia Olson	14380 Hillview Road Marysville
3/13/2022 17:11:11	keithyoder116@gmail.com	Keith Yoder	1038 Rosewood Drive
3/13/2022 17:12:43	alliebayb@yahoo.com	Allison Belik	193 Collingwood Dr
3/13/2022 17:16:14	ruane1@netzero.net	Jamie Ruane	1330 Miami Drive
3/13/2022 17:20:34	ssdisney@hotmail.com	Sally Armstrong	1631 Valley Dr
3/13/2022 17:22:42	indiansfan1@hotmail.com	Danielle Webber	520 Hamilton St, Bellefontaine, OH
3/13/2022 17:22:44	porterarlene1@gmail.com	Arlene Porter	527 Mulberry St. Marysville
3/13/2022 17:22:49	alanebrown@gmail.com	Alan Brown	13695 Leeper Perkins Rd
3/13/2022 17:25:34	Kingsmill55@gmail.com	Lynn Miller	16138 jolly rd Marysville
3/13/2022 17:26:04	alawight@gmail.com	Abigal Wight	531 East 4th Street
3/13/2022 17:27:09	kara.hug@gmail.com	Kara Radabaugb	1495 Cowan Creek Drive Marysville Oh
3/13/2022 17:27:36	matthewasmith44@gmail.com	Matthew Smith	
3/13/2022 17:28:26	beccabowersock1996@gmail.com	Rebecca Young	18 Edgewood Drive Richwood, OH
3/13/2022 17:29:06	amc10180@gmail.com	Adina Biddinger	18035 Dog Leg Rd., Marysville OH 43040
3/13/2022 17:35:01	alliedawn7@yahoo.com	Allie Casey	1240 Brookstone drive
3/13/2022 17:40:59	justinmaier2000@yahoo.com	Justin Maier	1672 Meadowlark Lane
3/13/2022 17:41:07	edirbcmarak@gmail.com	Kara McBride	350 S Court St
3/13/2022 17:43:11	bryanperez86@gmail.com	Bryan Michael Perez	1560 Valley Dr Marysville Ohio
3/13/2022 17:47:50	bethanybrownlpn@gmail.com	Bethany Osterhout	16602 Brookside Court
3/13/2022 17:49:21	khall@fathomrealty.com	Krista Hall	1423 Milford Avenue
3/13/2022 17:51:53	jeremymcglone@gmail.com	Jeremy McGlone	200 Park Ave Marysville
3/13/2022 17:51:55	rosie-jane2275@hotmail.com	Rosemary Covarrubias	14025 Pleasant Ridge Dr., Marysville OH 43040
3/13/2022 17:58:34	abeeker1@yahoo.com	Angela Berry	294 Magnolia Dr.; MARYSVILLE, OH
3/13/2022 18:03:12	courtneywalk2013@aim.com	Courtney walk	1408 park meadow dr. Marysville, Ohio 43040
3/13/2022 18:09:28	riff044@gmail.com	Jason Riffle	807 Arabian Cir Marysville Ohio 43040
3/13/2022 18:10:31	mackenzie.ruble@icloud.com	Mackenzie Ruble	3724 CR 11 Bellefontaine, OH
3/13/2022 18:12:30	jcsawdog10@gmail.com	John T. Cunningham jr.	3416 Martin rd Milford Center Ohio 43045
3/13/2022 18:12:34	sarahrfritz@yahoo.com	Sarah Fritz	694 Corbel Dr Marysville Ohio
3/13/2022 18:18:31	gr8motherof2006@yahoo.com	Kimberly Kay Moran	11890 state rt 736 marysville Ohio 43040
3/13/2022 18:26:44	mindrella@yahoo.com	Malinda J Kelley	575 Mill Wood Blvd
3/13/2022 18:27:11	lisapfirman38@gmail.com	Lisa Pfirman	570 Quail Hollow Dr S
3/13/2022 18:32:06	amandaropp@columbus.rr.com	Amanda Ropp	438 Milford Avenue
3/13/2022 18:33:06	dropp@columbus.rr.com	David Ropp	438 Milford Avenue
3/13/2022 18:39:21	quarl18@gmail.com	Carl F Scheu IV	116 1/2 North Main Street
3/13/2022 18:45:45	mlford930@yahoo.com	Melissa Fors	451 Triple Crown Way
3/13/2022 18:46:36	staceyshiplett@gmail.com	stacey shiplett	585 weaver ridge dr
3/13/2022 18:52:44	daishalaine@yahoo.com	Daisha osmon	10470 emelia place
3/13/2022 19:03:33	sheilebarnhardt@yahoo.com	Sheila Hanes	15583 meadowbrook dr marysville
3/13/2022 19:08:42	chelsea.sullivan66@gmail.com	Chelsea Sullivan	
3/13/2022 19:09:21	terriwaller15@gmail.com	Terri Wallee	1022 Tarragon Drive, Marysville, OH
3/13/2022 19:10:40	shereeraymond@yahoo.com	Sheree Raymond	1492 Horizon Drive
3/13/2022 19:18:39	rtutak7@aol.com	Curtis Lee Tutak	1869 Deer Crossing Drive
3/13/2022 19:20:41	aleshaseay28@gmail.com	Alesha S	Saddlebred Circle Marysville OH 43040

Ward One (Represented by Aaron J. Carpenter)
Ward One (Represented by Aaron J. Carpenter)
Ward One Love MORA and the business and community it invigorates!
Ward Two (Represented by Alan Seymour)
I don't kno I support the expansion of MORA
Ward One (Represented by Aaron J. Carpenter)
Ward Four (Represented by Donald Boerger)
I absolutely think Walking Distance Brewery should be part of a MORA expansion. There's no reason to not allow such an expansion to a great law aboding business who brings additional business to the area
Ward One (food trucks etc) and entertainment.
Out of town/Other
Ward Four (Represented by Donald Boerger)
Ward One (Represented by Aaron J. Carpenter)
Ward Three (Represented by Deborah Groat)
Ward One (Represented by Aaron J. Carpenter)
Ward Four (Represented by Donald Boerger)
I don't know
Out of town/Other
Ward One Please keep MORA going
Ward Four (Represented by Donald Boerger)
Ward One (Represented by Aaron J. Carpenter)
Ward One Please keep MORA going in Marysville
Ward Two I support this initiative.
I don't kno Support Mora
Ward Two (Represented by Alan Seymour)
Ward Two I support this initiative
Ward Two (Represented by Alan Seymour)
Ward One (Represented by Aaron J. Carpenter)
DORA(Downtown Outdoor Refreshment Area) in Bellefontaine, has supported all of the downtown
Out of tow businesses. Downtown Bellefontaine is a place that people visit, and support the businesses.
Please support our small uptown businesses by expanding the MORA. Without their success, we will not have an uptown. It is hard enough for those businesses to stay without doing everything we can to make the uptown a place to be—socializing, dining, entertaining and generally making it a place that people
Ward Four want to be and where businesses want to invest in.
Ward Four (Represented by Donald Boerger)
Out of town/Other
Ward Four (Represented by Donald Boerger)
Ward Two Thank you for all the work you have done to preserve & improve your building!!
Out of town/Other
Out of town/Other
We live just outside of what is considered Marysville but our city address is Marysville. We come into town for Uptown events, shops, etc. Expanding MORA especially during events would be great for getting
Out of tow people to come into town instead of going to Dublin, Delaware, Columbus, etc
Ward Four I agree with the expansion of MORA
Ward One (Represented by Aaron J. Carpenter)
Ward Four (Represented by Donald Boerger)
I don't know
Ward Two (Represented by Alan Seymour)
Ward Three (Represented by Deborah Groat)
I don't know
Ward Two I support the expansion of mora
Ward Two (Represented by Alan Seymour)
I don't know
Ward One (Represented by Aaron J. Carpenter)
Out of town/Other
I don't know
Ward Two (Represented by Alan Seymour)
Out of tow Great place, family friendly!
I don't know
Ward Four (Represented by Donald Boerger)
I don't kno I think it's a great idea to expand MORA
I don't kno Expand MORA
I don't know
Ward One (Represented by Aaron J. Carpenter)
I don't know
Out of town/Other
Out of tow Right outside of ward 2, but support this!!
Ward One (Represented by Aaron J. Carpenter)
Ward One (Represented by Aaron J. Carpenter)
Ward Two (Represented by Alan Seymour)
Ward One Time to support local business and help bring out of town revenue into Marysville.
Ward One (Represented by Aaron J. Carpenter)

3/13/2022 19:27:05	allyson.price@live.com	Allyson B Price	187 Residence Dr. Marysville	Ward Four (Represented by Donald Boerger)
3/13/2022 19:34:29	kasi.quay1@outlook.com	Kasi searle	540 Bermuda Way marysville ohio 43040	Ward Three (Represented by Deborah Groat)
3/13/2022 19:35:54	bpage12460@gmail.com	Brenda Page	426 E 7th St, Marysville, OH	I do not feel that Walking Distance Brewery should be excluded from MORA. They have done a wonderful job of restoring a very run down old property. I feel that excluding them only deters other business from doing what they did. The walking is not a problem I live on Seventh st and there walk these
3/13/2022 19:36:39	lindapickles5@gmail.com	Linda Sue Beckwith	816 Collins Avenue Marysville Ohio 43040	Ward Four streets all of the time. Ward Four (Represented by Donald Boerger)
3/13/2022 19:44:46	kimandrews0812@gmail.com	Kimberly Andrews	1401 Milridge Drive Marysville Ohio 43040	Please expand the MORA area to include the Walking Distance Brewery... they have saved a historic building and have brought more business to the city of Marysville....no new businesses should be I don't kno excluded! Listen to the people of Marysville and what they want instead of only your own opinion!
3/13/2022 19:46:50	stullmer@yshoo.com	Sarah Ullmer	769 Lone Rise Dr E	I don't know
3/13/2022 19:47:32	carolnickoson@yahoo.com	Carol Nickoson	700 Weaver Ridge Drive	Ward Two (Represented by Alan Seymour)
3/13/2022 19:57:24	rjacks34@hotmail.com	Rick Jackson	370 Hickory Dr	Ward Four (Represented by Donald Boerger)
3/13/2022 19:59:51	eraseme514@gmail.com	Clarence F Jewett	58 Woodcrest Drive. Marysville, Ohio	I don't know
3/13/2022 20:01:07	brandimacycarroll@yahoo.com	Brandi Carroll	350 Damascus RD marysville Ohio 43040	Ward Four (Represented by Donald Boerger)
3/13/2022 20:06:06	sxnxvx1121@gmail.com	Serita Jackson	2305 Salbuck Ave Hilliard	Out of town/Other
3/13/2022 20:06:21	abby.clair@yahoo.com	Abby Clair	810 Lone Rise Dr W Marysville, OH	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 20:10:59	baritonezone@gmail.com	Elizabeth Elswick	1011 Sherwood	Ward Three (Represented by Deborah Groat)
3/13/2022 20:19:24	rsimpson258@gmail.com	Robert Simpson		Out of tow From Marysville but active military currently. Will be retiring home after retirement from the military.
3/13/2022 20:19:40	cmorrison1123@gmail.com	Craig Morrison	12316 Black Rd.	Out of town/Other
3/13/2022 20:21:26	amfree736@yahoo.com	April sue Ferguson	29355 Hoover-Moffitt Rd west MANSFIELD, oh 43358	Out of town/Other
3/13/2022 20:22:44	hollyrodenhausen@yahoo.com	Holly Rodenhausen	888 summers run rd marysville OH 43040	Ward Four (Represented by Donald Boerger)
3/13/2022 20:24:31	scunning16@gmail.com	Stephanie Cunningham	590 Glen Oaks Dr Marysville, OH	Ward Two (Represented by Alan Seymour)
3/13/2022 20:25:05	sechrist0711@gmail.com	Samantha christ	4360 stover rd	Out of tow Our family works and spends a lot of time in Marysville and we support this expansion!
3/13/2022 20:34:51	TiffanyOSU32@gmail.com	Tiffany Jordan	Kenton, OH	My husband and I drive from Kenton to Marysville for events such as MORA. We have been excitedly following the restoration of the walking company. Not supporting events like MORA will cause out of Out of tow towners to drive to other towns and cities. We plan on moving to Marysville in the future as our son, daughter in law and granddaughter live there.
3/13/2022 20:47:36	mrnick200@yahoo.com	Margaret Nickoson	200 Hudson St. Brilliant ohio	Out of tow We do visit often.
3/13/2022 21:03:59	laurabusque@gmail.com	Laura Auxter	601 Mill Wood Blvd	Out of town/Other
3/13/2022 21:22:28	crydk1221@yahoo.com	Crystal Lowry	1412 Meadowlark Ln	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 21:30:19	arleneguess@gmail.com	Arlene Guess	976 Walker Woods Lane	Ward Three (Represented by Deborah Groat)
3/13/2022 21:31:28	shaykrobinson@gmail.com	Shay Robinson	24338 State Route 347	Out of town/Other
3/13/2022 21:34:42	kkdogmom@yahoo.com	Kimberly phillips	1732 sassafras cry	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 21:39:11	ciairagerhan@gmail.com	Ciaira gerhan	25753 state route 287	I don't know
3/13/2022 21:46:38	michael_peterson@hotmail.com	Michael peterson	512 fairwood drive	Ward Four I support mora and extension. It's great for my family and one of my favorite things here
3/13/2022 21:51:21	omar.ortega3@gmail.com	Oswaldo Ortega	774 Baluster Dr., Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/13/2022 21:53:09	d.long5217@gmail.com	David Long	1242 Tarragon drive	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 21:54:12	wwimmers1998@gmail.com	Whitney Wimmers	721 W 3rd St	Ward Four (Represented by Donald Boerger)
3/13/2022 21:56:22	Doug@walkingdistance.beer	Doug Olsen	1331 County Rd 10 Bellefontaine, OH. 43311	I regularly bring my 5 and 7 year old to MORA events and have had nothing but positive experiences. Walking the town and visiting businesses are huge parts of the charm of the Uptown and expanding the Out of tow walkability during these events is adding to the experience.
3/13/2022 22:06:13	brent.phillips66@yahoo.com	Brent Phillips	1732 Sassafras Ct	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 22:22:13	missy_369@hotmail.com	Melissa Melaragno	520 Dove St.	Ward Four (Represented by Donald Boerger)
3/13/2022 22:25:56	shootsreinhard@gmail.com	Brittany Shoots-Reinhard	659 Rainbow Dr	Ward Four (Represented by Donald Boerger)
3/13/2022 22:28:47	rjcrosby23@gmail.com	RJ Crosby	8873 Tecumseh Cove Court Huntsville OH 43321	Be proud that another small town business decided to open in Marysville. Help them succeed like they want to see Marysville succeed. I have only been to the Walking Distance twice. But they stand by what there name is. They are a great group of people who are just trying to invest and help the city of Marysville Out of tow out. You can not have a uptown party and not include a great brewery.
3/13/2022 22:30:21	tmsmith874@gmail.com	Tina M. Smith	19165 White Stone Rd. Marysville, Oh 43040	MORA should be expanded to allow all uptown establishments to participate. It is great for the city and the Out of tow community.
3/13/2022 22:43:55	Barbaramphillips@gmail.com	Barb phillips	236 S Vine st marysville	Ward Two (Represented by Alan Seymour)
3/13/2022 22:51:58	jschmelzer12@yahoo.com	Jessica Schmelzer	53 Greenfield Drive Milford Center OH 43045	Out of town/Other
3/13/2022 22:57:21	lfoss0612@gmail.com	Lester Foss	1868 Woodside Dr	Ward One (Represented by Aaron J. Carpenter)
3/13/2022 23:05:30	tracy.bitto@gmail.com	Mandi Dillon	1352 Oak Knoll Ct, Marysville, OH 43040	I don't know
3/13/2022 23:19:41	dclodfelder@oh.hra.com	Dean Clodfelder	507 Glen Oaks Dr, Marysville, Ohio 43049	Ward Two (Represented by Alan Seymour)
3/13/2022 23:27:04	molly@mckechney.com	Molly McKechney	22839 Northwest Parkway	Out of town/Other
3/13/2022 23:43:31	amihalia@mix.wvu.edu	Adara McCarty	1407 Westbrook Drive Marysville, OH 43040	I don't know
3/13/2022 23:46:53	morganbailey17@yahoo.com	Morgan Bailey	3215 Heatherside Drive Dublin	Out of town/Other
3/14/2022 0:40:33	ginny.valentin@gmail.com	Virginia Valentin	1045 village dr	Ward One (Represented by Aaron J. Carpenter)

3/14/2022 1:10:16	turkmichel@icloud.com	John L Michel	1065 Collins Ave	Ward Thre
3/14/2022 4:17:43	annmb44@gmail.com	Andrea Moneyhon	11878 Watkins California Rd, Marysville	Out of town/Other
3/14/2022 4:27:44	mariabaker45@yahoo.com	Maria Baker	201 Caddie Dr. Marysville, OH 43040	Ward Two (Represented by Alan Seymour)
3/14/2022 5:21:29	william.bogardus@yahoo.com	William Alexander Bogardus	599 Mill Wood Blvd Marysville, OH 43040	Ward One This place is absolutely great and deserves to be part of the community.
3/14/2022 5:22:29	Schultz.rheanne@gmail.com	Rheanne Schultz	426 W 7th St	Ward Four (Represented by Donald Boerger)
3/14/2022 5:22:49	c.hess2918@gmail.com	Charles R HESS	426 W 7TH ST	Ward Four (Represented by Donald Boerger)
3/14/2022 5:27:04	rappdavid59@gmail.com	David L Rapp	13993 Pleasant Ridge Dr	Out of tow
3/14/2022 7:01:55	Mandyprn2000@yahoo.com	Mandy Higbee	22360North darby coe rd milford center	Out of town/Other
3/14/2022 7:34:25	dspaulding@ameritech.net	Matthew Spaulding	16669 Martin Welch Rd. Marysville, Ohio 43040	Out of tow
3/14/2022 7:57:41	rueracer@yahoo.com	Braden Rue	416 Clydesdale Way Marysville, OH 43040	Ward One
3/14/2022 8:16:24	Kaeligetz@gmail.com	Kaeli Getz	1030 Sherwood Ave. Marysville	Ward Three (Represented by Deborah Groat)
3/14/2022 8:24:13	daniellem2019@gmail.com	Danielle		Ward Two
3/14/2022 9:36:04	catchthis12@sbcglobal.net	Jennifer Marzec	718 w 7th Street Marysville OH 43040	Ward Four (Represented by Donald Boerger)
3/14/2022 10:35:14	cpoland40@yahoo.com	Christopher W. Poland	875 Catalpa Place	Ward Thre
3/14/2022 10:38:56	matt@eufingerlaw.com	Matthew Smith	15787 Paver Barnes Road	Out of tow
3/14/2022 10:40:14	egrimm2@gmail.com	Edward D. Grimm	1052 Watkins Glen Court	Ward Two
3/14/2022 10:59:14	mzsmith428@gmail.com	Amy Smith	420 Hickory Dr	Ward Four (Represented by Donald Boerger)
3/14/2022 10:59:23	nickedavis@outlook.com	Nicholas Davis	125 1/2 W Columbus Ave, Suite 2, Bellefontaine, OH 43311	Out of tow
3/14/2022 11:41:08	neilsonsundae@yahoo.com	Sundae Thiel	16354 Myers road Marysville	Out of tow
3/14/2022 11:42:08	kpcarmean@gmail.com	Kelli Shoemaker	1557 Creekview Drive Marysville OH 43040	Ward One (Represented by Aaron J. Carpenter)
3/14/2022 11:59:26	branditripp21@gmail.com	Brandi Tripp	714 N Maple St, APT C10, Marysville, OH 43040	Ward Four
3/14/2022 12:06:59	twj.hogan@gmail.com	Timothy Hogan	1972 Chiprock Dr. Marysville, Oh 43040	Ward One (Represented by Aaron J. Carpenter)
3/14/2022 12:22:22	twood@richwoodbank.com	Tiffany wood	509 Emmaus Rd marysville Ohio	Ward Four
3/14/2022 12:47:23	fergusonhm@msn.com	Heather Ferguson	311 1/2 S Main St, Marysville	Ward Four (Represented by Donald Boerger)
3/14/2022 13:09:28	dldavispmp@gmail.com	David Davis	798 Watermill Place	Ward Three (Represented by Deborah Groat)
3/14/2022 13:19:46	halterman.steve@gmail.com	Steve C Halterman	14348 Maple Ridge Road	Out of tow
3/14/2022 13:38:56	glowstixboyoh@hotmail.com	Christian Downey-Thompson	14096 Pleasant Ridge Dr Marysville Ohio 43040	Out of tow
3/14/2022 14:01:05	lpotter5@hotmail.com	Lori Potter	13683 Hinton Mill Rd	Out of town/Other
3/14/2022 14:05:08	rrhonda351@gmail.com	Rhonda L Ricketts	11506 103rd Ave. Ct.	Out of town/Other
3/14/2022 14:09:39	emilysattler1@gmail.com	Emily Sattler	12519 Dover County Line Road	Out of town/Other
3/14/2022 14:39:49	mindiandmatt@yahoo.com	Brandi Cogdill	22465 N Darby Coe Rd Milford Center Ohio	Out of tow

God bless Mr Boerger for his efforts to maintain significant historical landmarks and the beautification of the uptown Marysville area. His heart is in the right place on that. We have never had better looking flowers & signs. Kuddos !

Concerning the MORA zoning, I hope his opinion of his is not construed as a conflict of interest in that his families carryout business is being impacted. I would think that not to be the case. They are not part of uptown MORA area unless a permit stretches the event around the city pool/parks/etc... and in that care then absenance from his voting on something like that should be considered.

Any mesures that restrain distribution of alcohol or any other "consumable" that is customary at summer outdoor celebrations is overreach. Standards and procedures exist. If there is a problem, then city planning administration & law enforcement will deal with it as they do for all normal healthy uptown economy & socital harmony functions like this. Coming together is something we need more of this in our distracted unempathetic world today. Uptown celebrations are not just about uptown.

Tax paying businesses in both the uptown plus the local food trucks, etc... are needed to draw a sustainable volume of people together to continue these beneficial functions. Expansion is a function of ongoing push for excellence. Try it and learn from it.

It stands to reason that if attendance sucks, so does the chances for those businesses to educate consumers & survive.

Being almost 62 now, I've seen what can happen to the uptown MV area in dire economic times. Mr Boerger and other milenials dont carry those memories & lessons learned.. 15-17% APR mortgages? The impact is ugly, scary but true, inflation so bad that & there are no new jobs to be had, livelyhood loss is ugly ... If you haven't lived it, you have no idea how bad it can get. So, lesson learned is that ANYTHING you can do to connect the people if this county to its county seat is a step in the right direction. Together we can succeed.

Uptown Marysville events are an opportunity to connect and celebrate. If a concern with an individual's behavior or condition exists then it should be dealt with in a way reflecting a caring manner.

I'm usually on the side of Donald but in this case I have to differ with him, Marysville is unique and I realize that, but expanding MORA will not have a detrimental affect on Marysville Uptown. In my opinion it will allow more Folks to enjoy the Marysville I Love, we have been blessed, in spite of the influx of new People since 1992 when I chose to live here, true I'm not in any of the wards of Marysville, but I enjoy the Uptown,

I work at a salon and MORA is often an event I bring up because so many people ask for activities and things to do in town. Many seem very interested in this event making them excited they chose here as a place to live, it is an important event to get different community members involved and excited about living in and being apart of this town.

Very much in support of the extension and believe that the addition of the extension promotes positive business growth in an area that needs it and promotes health and exercise

3/14/2022 14:54:23	ehucek@gmail.com	Evan Hucek	11021 Crottinger Rd
3/14/2022 16:06:33	1cbjfan@gmail.com	David Fulk	1352 Pepper Ln, Marysville
3/14/2022 16:34:09	coreyhonaker@gmail.com	Corey L Honaker	239 LOCUST ST
3/14/2022 16:43:11	kristeva811@gmail.com	Kristen Lawler	811 Lone Rise Dr W
3/14/2022 18:06:36	dianecupp@yahoo.com	Diane Cupp	501 Fairwood Dr
3/14/2022 18:13:43	chasezimmy@gmail.com	Chase Zimmerman	820 West End Ave 12B NY, NY 10025
3/14/2022 18:14:50	laura.n.dempsey@gmail.com	Laura Dempsey	1473 Hickory Gate Drive
3/14/2022 20:00:31	sbarr@theavalontheatre.org		
3/14/2022 20:03:46	christina.thornton2002@yahoo.com	Christina Thornton	15787 Paver Barnes Road, Marysville, Oh ,43040
3/14/2022 20:20:51	crystalrn2005@yahoo.com	Crystal Shepard	322 S plum st
3/14/2022 21:49:08	lamneckglenn@gmail.com	Glenn Lamneck	1350 Redtop Ct
3/14/2022 22:55:47	lcadwallader26@gmail.com	Lauren Nadolski	1692 La Costa Drive Marysville OH 43040
3/14/2022 22:56:28	nadolsw@gmail.com	William Nadolski	1692 La Costa
3/15/2022 7:07:13	ashley1210@yahoo.com	Ashley Wolfe	23050 Northwest pkwy Marysville Ohio 43040
3/15/2022 7:37:17	jmhancock13@gmail.com	Jessica Rue	416 Clydesdale Way Marysville Ohio 43040
3/15/2022 13:51:34	brit.cole21@gmail.com	Brittany cole	163 west center street milford center ohio 43045
3/15/2022 16:28:09	kellymellen68@gmail.com	Kelly Mellen	13638 Leeper Perkins Rd, Marysville
3/15/2022 17:31:27	masonferguson368@gmail.com	Mason Ferguson	311 1/2 S Main St, Marysville OH
3/15/2022 18:36:28	demmitt43340@gmail.com	Vickie L Demmitt	Mount Victory Ohio
3/15/2022 19:46:25	brit.bowland@gmail.com	Britney Bowland	1695 Saffron Dr.
3/15/2022 21:37:25	alyxdurbin@gmail.com	Alyx Durbin	91 The Crescent, Newnan GA 30263
3/16/2022 21:44:01	cmartin121188@gmail.com	Chase	311 S Main St
3/17/2022 7:13:17	ajlollini@gmail.com	Anthony Lollini	535 Weaver Ridge Dr, Marysville
3/17/2022 15:02:41	shawnwood@coughlincars.com	Shawn Wood	509 Emmaus Rd
3/17/2022 19:52:04	jeremy.rogers6@gmail.com	Jeremy Rogers	1620 Valley Dr
3/17/2022 22:43:53	bhoyer@ure.com	Benjamin Hoyer	677 Arabian Cir
3/18/2022 10:25:55	codymanzmom@gmail.com	Wendy Murdock	994 Coventry Place
3/18/2022 16:15:59	graciecaroline4@gmail.com	Grace Hall	112 1/2 W 5th St Marysville, OH 43040
3/18/2022 17:00:00	oza.ceyda@gmail.com	Ceyda Oza	394 Saddlebred Circle Marysville Oh
3/18/2022 22:28:30	mollymarks13@gmail.com	Molly Sprague	1328 Valley Drive Marysville, OH 43040
3/19/2022 8:06:10	jworthin@columbus.rr.com	Jeffrey B. Worthington	180 Taylor Ave.
3/19/2022 8:10:12	rasnickm@columbus.rr.com	Jennifer Lee	10549 Sugar Maple Drive Plain City, Ohio 43064
3/19/2022 13:14:40	rodvedder4@gmail.com	Rod Vedder	Westerville
3/21/2022 15:47:22	tannerryanc@yahoo.com	Ryan Tanner	2592 McClouds Sq Marysville Ohio 43040
3/21/2022 16:28:30	matthew.mccarthy398@gmail.com	Matthew McCarthy	533 rosehill drive, Marysville, OH 43040
3/21/2022 19:44:05	sedgwick_lauren@yahoo.com	Lauren Sedgwick	1487 Horizon Drive
3/22/2022 8:09:42	bezerins@yahoo.com	Beverly Ezerins	329 Terrace Ct Marysville
3/22/2022 22:12:41	brickner.mail@gmail.com	Melissa Brickner	1210 Sassafras Ln
3/24/2022 11:03:07	jmirgon@yahoo.com	Jeffrey Mirgon	1560 Bahia Dr
3/24/2022 17:28:11	lorennashh@icloud.com	Ashley Loren Riesenbeck	274 caddie dr
3/25/2022 6:08:48	copley_10_@hotmail.com	Chad Copley	1106 Watkins Glen Ct. Marysville, Ohio 43040
3/25/2022 7:18:14	bobmclemore@gmail.com	Robert R. McLemore	13290 Hinton Mill Road Marysville
3/26/2022 13:07:33	eye.run.26.2@gmail.com	Dan Bosch	1937 Fawn Meadow Drive, Marysville
3/27/2022 8:08:39	jen@thegutters.com	Jennifer Gutter	676 Black Hawk Dr 43040
3/27/2022 9:44:14	Tkammerch@gmail.com	Nicholas Skelton	
3/28/2022 10:52:34	jeff.nevers2021@icloud.com	Jeffrey Nevers	322 s plum st Marysville Ohio 43040
3/28/2022 16:30:45	catherinebradley19@yahoo.com	Catherine Bradley	958 Kenmore Xing Unit 104

Please expand MORA to include Walking Distance Brewing and Eljer Park. This benefits small
Out of tow businesses and the people of the community!
Ward One (Represented by Aaron J. Carpenter)
MORA has been a big draw for me to come down to Uptowns. Expanding it to include a local brewery
Ward Four serving local refreshments is a no brainer. I fully support expanding MORA
Ward One Vote to support MORA and extend
Ward Four I want the expansion.
Out of town/Other
Ward Three (Represented by Deborah Groat)
Every ticket sold to an event at the theatre an addition $31 is spent locally. MORA allows those patrons the opportunity to frequent more than one establishment without the congestion of parking. You have our full support Walking Distance!!!! The more people we have in our Uptown the more revenue generated and having unique opportunities such as Uptown Friday night, the Avalon and many other is how people come to our community and spend $ locally.
Out of town/Other
Ward Four (Represented by Donald Boerger)
I don't know
Ward Two (Represented by Alan Seymour)
Ward Two (Represented by Alan Seymour)
Out of town/Other
Ward One (Represented by Aaron J. Carpenter)
Out of town/Other
I don't kno MORA is a great addition to our community.
Ward Four (Represented by Donald Boerger)
I am a long time employee of business in Marysville and support the betterment of the downtown area and
Out of tow MORA.
As someone that grew up in ward 4, I see the expansion of MORA and supporting local businesses as a true blessing. I always thought uptown Marysville was lame in comparison to other cities. Expanding
Ward One MORA will help support local businesses and attract more visitors to the uptown area.
While I no longer live in Marysville (relocated for work), Uptown Fridays and MORA were a fun and consistent part of our social life. We loved shopping and dining small, enjoying the weather and seeing the city thrive. We would love to see Walking Distance be added to the list of approved MORA locations both to help grow and support the community and so that we can enjoy their business on weekends when we
Out of tow visit.
Ward Four Let them have it bruh
Ward Two None

Ward One Just do it! :-)
Ward One (Represented by Aaron J. Carpenter)
Ward Two (Represented by Alan Seymour)
Ward Four (Represented by Donald Boerger)
Ward One (Represented by Aaron J. Carpenter)
Ward One We love and support Walking Distance!
I don't know
Used to live in Marysville for many years. We still go back frequently to eat at the restaurants. We'd love
Out of tow this option!
Out of tow Expand this! No reason not to.
Ward One (Represented by Aaron J. Carpenter)
If sidewalks are the issue then grab some paint and paint them. Donald is proposing irrational thoughts to
Ward Three a very rational plan. Support local business!
Ward Two (Represented by Alan Seymour)
Ward Three (Represented by Deborah Groat)
Ward One (Represented by Aaron J. Carpenter)
Ward Three (Represented by Deborah Groat)
Ward Two (Represented by Alan Seymour)
Ward Two (Represented by Alan Seymour)
I don't live in the city limits, but I have called Marysville my home for over sixty years.The MORA
Out of tow expansion is a good idea and It will be good for Marysville.
Ward One (Represented by Aaron J. Carpenter)
Ward Two (Represented by Alan Seymour)
Ward Two (Represented by Alan Seymour)
It would be a great addition for us on this road to include the only brewery we have in town for the Mora so
Ward Four you can have folks enjoy what the town has to offer and still participate in the Mora
Ward Two I support small businesses!

Marysville Schools

	2011	2021
Number of Listings	306	616
High	$ 590,000	$ 852,000
Low	$ 16,900	$ 16,000
Median	$ 148,500	**$ 300,054**
Average	$ 156,292	$ 311,054
Days on Market	125	11

10 Year Median % Appreciation **51%**

*as of this morning 3/28 the Marysville median is already up to $310,000

North Union Schools

	2011	2021
Number of Listings	50	100
High	$ 234,000	$ 591,000
Low	$ 3,300	$ 15,000
Median	$ 68,500	**$ 235,000**
Average	$ 79,966	$ 245,879
Days on Market	76	18

10 Year Median % Appreciation **71%**

Union County Total

	2011	2021
Number of Listings	519	1125
High	$ 931,000	$ 2,525,000
Low	$ 33,000	$ 15,000
Median	$ 150,000	**$ 345,000**
Average	$ 191,775	$ 397,739
Days on Market	122	17

10 Year Median % Appreciation **57%**

Fairbanks Schools

	2011	2021
Number of Listings	33	74
High	$ 652,500	$ 946,461
Low	$ 20,000	$ 70,000
Median	$ 175,000	**$ 356,250**
Average	$ 210,433	$ 390,644
Days on Market	110	19

10 Year Median % Appreciation **51%**

EXHIBIT E

Loan Estimate

Assumptions: **680 Credit Score, Annual Taxes $4200, Multiple Offer Situation**
(2021 median home sale price in Marysville Schools)

Purchase Price	$ 300,000
5% Down Payment	$ 15,000
Loan Amount	$ 285,000
Interest Rate	5%
P&I	$ 1,529.94
HOI	$ 95.00
Taxes	$ 350.00
PMI	$ 160.00
	$ 2,134.94

Compared to Renting

Woodside Edgewood 3: 2 bedroom 2 bath

Monthly Rent w/ pet: $ 1,856.00

Initial cash required:		
	$ 1,821.00	Deposit
	$ 1,821.00	1st mo rent
	$ 250.00	pet deposit
	$ 3,892.00	

Cash at closing

Down payment	$ 15,000.00
Closing Costs	$ 3,500.00
Appraisal Gap	$ 15,000.00
	$ 33,500.00

*Appraisal gap is the cash guarantee to the Seller that even if the home does not appraise at purchase price, the buyer will make up the diffence in cash.

*Assuming your house payment should be no more than 25% of your take home pay, the household annual income to buy this example is over $135,000 gross pay

Points to Remember

*The average appraisal gap on accepted offers in 2022 has been $15,000 for my deals, but it's been as high as $30,000 on some

*The average home buyer will struggle to come up with the huge amount of cash needed to enter the market, therefore driving up the need for nice rentals as they will most likely be there longer term while saving up

*Our triannual tax evaluation is this year, so the monthly taxes shown here are likely to be a bit higher starting next year. This needs to be accounted for in budgeting.

*The monthly payment here is NOT cheaper than many of our apartments AND they can split the cost with roomates without needing so much capital to begin with(deposit and first months rent instead of $33,500)

City Hall, 209 S. Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7352
www.marysvilleohio.org

CITY COUNCIL WORK SESSION MINUTES
Monday, April 4, 2022 – 6:00 p.m.
Police & Court Facility, 1250 W. Fifth Street, Marysville, Ohio

The meeting was called to order by President Reams at 6:00 p.m.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by President Reams.

INVOCATION: President Reams gave the invocation.

ROLL CALL: Mark Reams, J.R. Rausch, Henk Berbee, Aaron J. Carpenter, Alan Seymour and Donald Boerger. Deborah Groat excused.

OTHERS PRESENT: *City Manager* Terry Emery*, Law Director* Tim Aslaner*, Finance Director* Brad Lutz, *Police Chief* Tony Brooks, *Fire Chief* Jay Riley, *Public Service Director* Jeremy Hoyt, *City Engineer* Kyle Hoyng, *Economic Development Director* Eric Phillips, *IT Director* Aaron Story, *Human Resources Director* Brian Dostanko, *Clerk of Council* McKenzie Proudfoot, *Marysville Journal Tribune* Mac Cordell, *Marysville Journal Tribune* Kayleen Petrovia, *Union County Daily Digital* Tom Stephens, Wezlynn Davis and Megan Sloat.

PROCLAMATION: President Reams read the following Proclamation declaring April 2022 as Ohio Native Plant Month:

April 2022 Ohio Native Plant Month in the City of Marysville

Whereas: Native plants are indigenous species that have evolved and occur naturally in a particular region, ecosystem, and habitat; and

Whereas: There are more than 17,000 native plant species in the United States, which include trees, shrubs, vines, grasses, and wildflowers; and

Whereas: Native plants help prevent flooding, drought, and erosion and can help restore damaged ecosystems; and

Whereas: Native plants provide shelter, as well as nectar, pollen and seeds that serve as food for native butterflies, insects, birds and other wildlife in ways that non-native plants cannot; and

Whereas: More than 200 of the native plant species in the United States are estimated to have been lost since the early 19th century; and

Whereas: Habitat loss and degradation, extreme weather events, and invasive species have contributed to the decline of native plants in the United States; and

Whereas: Native plants are essential components of resilient ecosystems and our natural heritage.

NOW, THEREFORE, I, Mark Reams, Mayor of the City of Marysville, Ohio do hereby proclaim April 2022 as **Ohio Native Plant Month**, in the City of Marysville.

Councilman Carpenter moved to add the Proclamation into the minutes. Voice vote in favor was unanimous.

FINANCE COMMITTEE REPORT: Councilman Berbee shared the Finance Committee report from the most recent meeting on March 21, 2022. The main points of discussion were: A request to add additional funds to the 2022 paving program. A request to participate in the ODOT Road Salt Contract and an intern in the Communications Department, which have both been brought to council. Also, the February Financials were discussed which were approved. Lastly, he made one comment of special mention, Director Lutz sent concerning news regarding HB 512: which relates to the Police and Fire Pension Funds. The current City portion is 19.5% to Police and 24% to the Firefighter fund. This bill, would level both to 26.5%. As such, this would be an increase of over $325,000 over the next three years to the City. There was general discussion regarding if other agencies have shared an opinion, such as the Ohio Municipal League or the Mid-Ohio Regional Planning Commission. Councilmembers have been asked to write letters regarding the impact HR 512 would have on the City. City Administration was recommended to do the same.

PUBLIC SAFETY/SERVICE COMMITTEE REPORT: Councilman Rausch shared the Public Safety/Service Committee Report from the meeting on March 14, 2022. The Log Creek Jam continues to be worked on with the funding source being the primary focus. The goal is to come to a workable solution that is “fair” to both parties. Overall, the City will end up taking most of the bill. The City’s portion will be funded by the Stormwater Fund at no cost impact to the City’s stormwater customers. Councilman Rausch also shared some general updates:

- The Alley project behind Elks is on track and should be done by Memorial Day.
- Walnut Street Culvert repair continues.
- At the time of the meeting, Raymond Road continues to be closed.
- Paving Project bids came in at a place the City feels comfortable with.
- The Fybr application for the parking sensors has been replaced for parking. This will allow citizens to know where open spaces are by using the app and will allow for enforcing the two-hour limit.

AGENDA ITEMS:

1. Presentation to amend the Jerome Township/ Marysville Cooperative Economic Development Agreement (CEDA)
    a. A presentation was provided by Director Phillips as shown in Exhibit A. Director Phillips explained how the CEDA lays the ground work for a JEDD. There was general discussion

throughout the presentation. The main points of the discussion are outlined in Exhibit A. Legislation for this project is planned to begin at the April 11, 2022 City Council Meeting.

2. Progress Report for 2021 - Strategic Plan 2021-2025
    a. Director Dostanko led the discussion of Exhibit B. He shared the history of Marysville's form of government and that the City is in year one of the 2021 – 2025 Strategic Plan. There are nine priorities which have not changed, however, the prioritization of them has changed. Director Dostanko continued by stating that he would be facilitating the processes, and that as the group discusses the priorities, the subject matter experts will provide additional information as needed. A summary of the main points of discussion are outlined below:

        i. Strategic Priority 1: Economic Development
            1. 1-2.10: Councilman Berbee spoke to the importance of moving north of Main Street which will stimulate into the new North Gateway District, is now pending approval. Director Phillips said he can present further information to Council during a Work Session.
            2. 1-2.14: Director Phillips shared that as a part of this initiative, Marysville will have its own distinct sign. Councilman Boerger stated he would like to see further information presented to Council. Director Phillips responded that he would be able to ensure that request is fulfilled.
            3. 1-3.6: Councilman Reams asked for an update. Director Phillips said the recommendations are complete and that he would be able to present to Council to provide an update.

Councilman Mark Reams stated the discussion is one hour in and the group is at Strategic Priority 3 which is about one fourth of the way through the discussion. There was discussion on if the conversation should be sped up or slowed. The decision was made that if the Council had comments, there would be further discussion. If not, there is no need to explain what is already outlined in Exhibit B.

        ii. Strategic Priority 3: Community Safety
            1. 3-4.8 Councilman Reams stated he didn't realize it was an option for citizens to register their outward facing cameras on their homes. Chief Brooks responded the department needs to further clarify as there has been confusion, that this process is not to see cameras on homes, it is to know the location of the camera so that the police can be of assistance if needed or request to see the camera if an incident comes up in the neighborhood. Chief Riley shared that after a fire a few weeks ago, the City was able to work with homes in the area that had cameras which aided in their investigation.
            2. Goals 3-9 and 3-10: Chief Riley made special mention of the Community Paramedicine program which is increasing. He shared that after an overdose, the department follows up with the family to educate them on resources, recovery, etc. He thanked council for the support of the program.

        iii. Strategic Priority 4: Traffic/Roads/Pedestrian Infrastructure

1. Councilman Boerger shared that he would like to see more bike racks within the City. Further, he stated we have all been to cities that see neat ones, shaped like a book or something innovative.
2. 4-5: Councilman Seymour stated the need to consider electric vehicles in our City fleet. Engineer Hoyng agreed.

iv. Strategic Priority 5: Community Appearance
    1. Engineer Hoyg provided an update regarding the Home Improvement Reimbursement Grant program. Councilman Seymour suggested the home improvement grant be reviewed to more critical items, such as a roof or windows. Councilman Boerger recommended that instead of anyone in the City being eligible to participate, this be a program with a designated area, such as in historic areas of the City. Manager Emery responded that Administration is open to the consensus of Council for how the program is run.
    2. 5-2.2: Councilman Boerger encouraged a street tree canopy study be completed within the City because he is concerned certain parts of the City will have a higher tree canopy in some areas than in others given the planting that has been occurring. Further, he stated in the City will spend a lot of money through the years pruning, watering, mulch, etc. Director Hoyt responded that is why the City is adding the forester position so that the City has someone to focus and plan on the concerns brought forward.
    3. 5-3: Councilman Seymour asked about the blue and yellow chairs at the square, that eventually they should be removed. Councilman Boerger stated for public record he was asked about the chairs and he wouldn't have picked them, that he would have recommended bistro chairs. Manager Emery responded they do see use of the chairs, they were put in place with Covid to allow for outdoor seating. He also said the chairs can be moved/ reviewed further. Director Hoyt shared he didn't recall a conversation about the chairs with Councilman Boerger. Councilman Boerger clarified he had not spoken to Director Hoyt about the chairs.
    4. 5-4.1 and 5-4.2: Manager Emery stated the dialogue from the recent City Council Meetings regarding the Marysville Plaza site confuse City Staff because they feel the current legislation meets these Key Action Steps and if not, should there be consideration to make corrections to the Strategic Plan. Councilman Reams responded that regarding 5-4.1, he has never seen a list of potential properties and/or corridors that should be considered for redevelopment. This led to further discussion about the list, prioritization, etc. The discussion concluded that while there are desired properties to be considered, they cannot be prioritized, prioritization is dependent upon investor interest.
    5. The last discussion item of the night came from Councailman Reams. He spoke to the success of the Uptown Friday nights and reminded the group of the Bicentennial two-day event where the City closed down a few streets and made a big deal of the event. Further, he stated that at the time there was discussion of bringing another one-day event but then Covid hit. Manager Emery stated he would be very supportive of such an event. Director Dostanko shared the City used to do something similar during Honda Homecoming. Director Hoyt shared

this is topic that is on his plate, that he is currently working on a plan for what electrical needs would be. He would try to provide an update at that next Council Work Session, he is currently waiting to hear back from a vendor. The consensus of the group was to plan an event for 2023 and beyond.

Councilman Reams suggested the meeting adjourn and finish the discussion at the next Council Work Session, beginning with Strategic Priority 6: Parks & Recreation. The group agreed.

Councilman Carpenter thanked everyone who worked on the Strategic Plan updates, it is easy to see they spent a lot of time in preparation. He also shared that sometimes he receives questions which are hard to answer. He can now potentially use Exhibit B as an answer key.

ADJOURN: There being no further business to bring before Council, Councilman Rausch moved to adjourn the meeting. Affirmative hand vote was unanimous. The meeting adjourned at 8:55 p.m.

Exhibit A

PROPOSED REVISIONS

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

Marysville City Council

April 4, 2022

BACKGROUND INFORMATION

2003-2015	JEDD discussions with Millcreek Township, Jerome Township, Marysville, Union County, and Dublin
March 2013	Informational meeting for governments along US-33 corridor
June 2013	Formal JEDD discussions began with following goals: - Establish development agreement area framework - Trigger JEDD on properties with proposed new development
2013 – 2015	Held various meetings with property owners
July 2015	City/Bricker and Eckler developed Cooperative Development Agreement (CEDA)
October 2015	Millcreek Township/City approve CEDA
September 2019	Jerome Township approves CEDA
October 2019	City Council approves CEDA
October 2019 – April 2022	Began securing of first properties to be included in JEDD

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT (CEDA)

- Under Ohio Revised Code, a CEDA is a contract approved by the legislative authorities of one or more contiguous city or village and one or more contiguous townships.
- Legislative authorities enter into such contracts to facilitate economic development, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people in the area.
- The CEDA is designed to encourage cooperation among local communities, and it is considered by many to be a mutually-beneficial economic development tool.
- For the purpose of the CEDA, we used it as framework for the creation of a JEDD.
- CEDA allows properties to added to one JEDD under the jurisdiction of one JEDD Board.

CEDA AGREEMENT TERMS

Framework: Creates the framework and expectations of cooperation

Term: 50 years, with 2 automatic 25-year extensions

Cooperative District: Defined by a map attached to CEDA

Property Inclusion: Any property located in Cooperative District which develops with a non-residential use and requests water and/or sewer service shall be required to become part of a JEDD Agreement. Each new property is then added to original JEDD.

Infrastructure: Roads, water, sewer, electric, natural gas, fiber, cable, etc.

Annexation: No annexation by City within CEDA District during the term of CEDA except with mutual agreement of parties

PROPOSED CEDA REVISIONS

1. JEDD Board Composition
   A. 2019 CEDA – 5 Members
      - City representative
      - Township representative
      - Business owner appointed by City and Township
      - Employee appointed by the City and Township
      - County representative

   B. 2022 Proposed Modifications to CEDA – 5 Members
      - City Manager
      - Township Trustee
      - Business owner representative appointed by Township
      - Employee representative appointed by the City
      - County Engineer

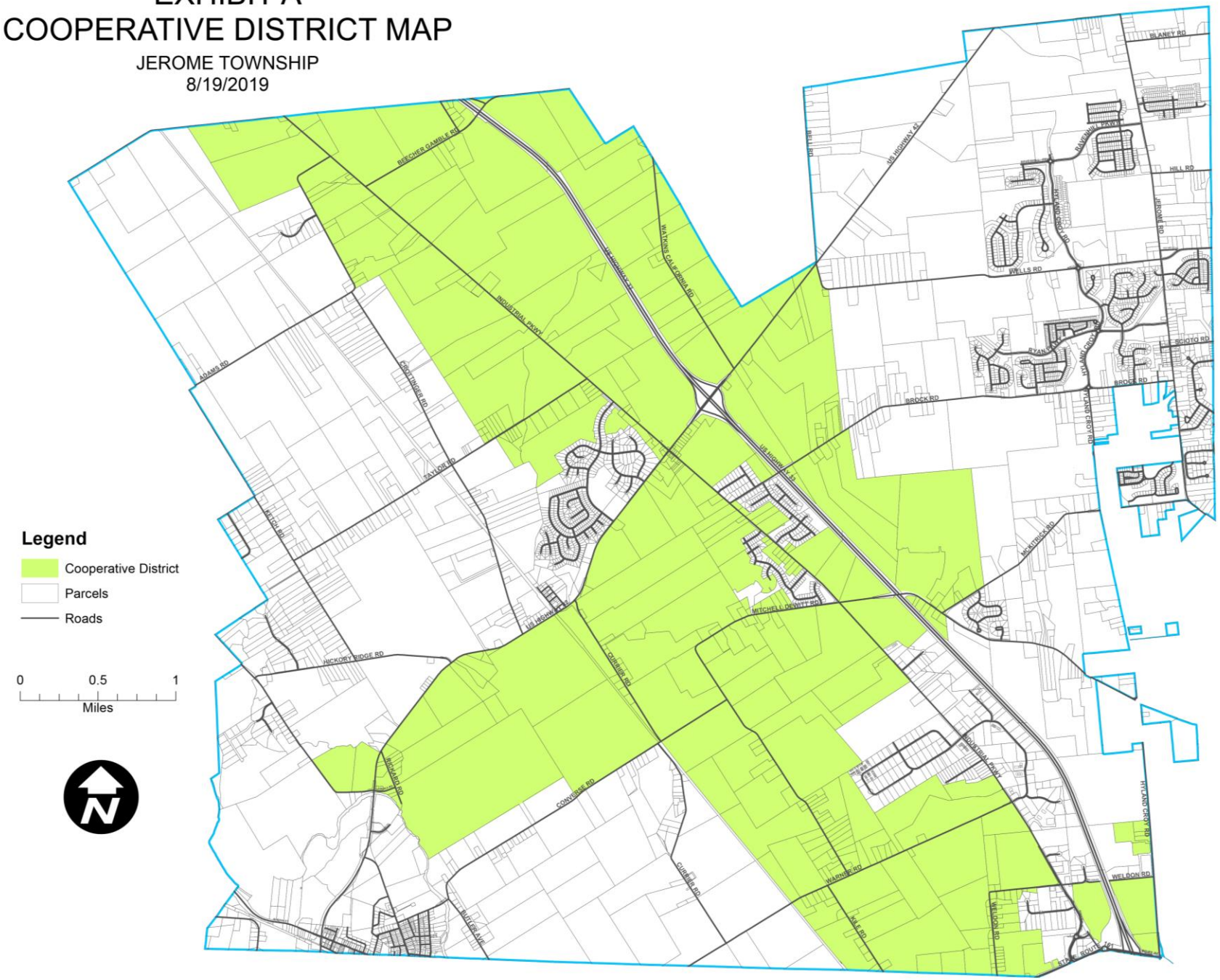
PROPOSED CEDA REVISIONS

2. Income Tax Allocation Breakdown
   A. 2019 CEDA
      - 55% to JEDD Board for infrastructure improvements
      - 10% to JEDD Board for economic development marketing
      - 5% to JEDD Board for administrative expenses
      - 15% to the City
      - 15% to the Township

   B. 2022 Proposed Modifications to CEDA
      - 60% to JEDD Board for infrastructure improvements and administrative expenses
      - 20% to the City
      - 20% to the Township
3. Removes tax incentive approval requirement by City
4. Updates Economic Development Plan and Schedule for Income Tax
5. Various clean up sections

EXHIBIT A
COOPERATIVE DISTRICT MAP

JEROME TOWNSHIP
8/19/2019



NEXT STEPS

- Township and City approve modified CEDA – April/May 2022
- JEDD created by Township and County including specific properties – May through July 2022
- Income tax (1.5%) to be levied on employees on any commercial property within the JEDD
- Future properties needing water/sewer will be required to join JEDD
- Funding allocations as outlined in the agreement will support future growth

QUESTIONS?

UNION COUNTY
MARYSVILLE
ECONOMIC DEVELOPMENT

JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD)

- Under Ohio Revised Code, a JEDD is a contract approved by the legislative authorities of one or more contiguous city or village and one or more contiguous townships.
- Legislative authorities enter into such contracts to facilitate economic development, to jointly expand infrastructure, and to create or preserve employment opportunities.
- The JEDD establishes tax revenue sharing between the jurisdictions in order to improve and expand infrastructure to ready sites for development in a more cost efficient and effective manner.
- For the purpose of the CEDA, we are using a JEDD as the mechanism in which to generate tax revenues and complete infrastructure projects.

FUTURE JEDD AGREEMENTS

Mechanism: Creates the mechanism for tax revenues. Attached as an exhibit to CEDA.

Term: 50 years, with 2 automatic 25-year extensions

City of Marysville Responsibilities: Water and sewer service, income tax collection, and JEDD Board fiduciary responsibilities

Township Responsibilities: Township dedicated roads, law enforcement, fire protection, and zoning/land use

Creation of a five-member JEDD board, including:

- One township trustee
- One city manager
- One business owner representative appointed by Township
- One employee from a business representative appointed by City
- One Union County Engineer

FUTURE JEDD AGREEMENTS (CONTINUED)

Joint Responsibilities:

- Creating and supporting the JEDD operation and administration
- Joint infrastructure projects and economic development
- County road service agreement
- Tax incentive approvals

Income Tax: Equal to City's income tax of 1.5% on employees and corporate earnings

Allocation of income tax as follows:

- 60% to JEDD including:
  - 55% Infrastructure improvements
  - 5% JEDD Board administration
- 20% to the City (includes 3% income tax collection fee)
- 20% to the Township

GENERAL CONSIDERATIONS

- Municipalities pursuing the sharing of resources with jurisdictions versus annexation
- Over 1,100 acres of undeveloped industrially zoned land without infrastructure funds
- Without CEDA, properties could develop w/o additional revenue for City and Townships
- If a Jerome Township JEDD had been created 20 years ago along Industrial Parkway, it is estimated that $1 to $1.5 million of annual revenue would have been realized
- Additional annexation away from city core will ultimately lead to new city facilities to support service delivery
- The City must continue to develop in a sustainable manner

MARYSVILLE ADVANTAGES

- Minimizes annexation lawsuits or disagreements
- Allows and ensures property is set aside for industrial and commercial development
- Ensures development pays for itself
- Establishes an infrastructure fund
- Provides revenue stream without requiring full services provision
- Prevents the City from over-extending from its core
- Builds Enterprise Fund from water/sewer taps and service

TOWNSHIP ADVANTAGES

- Allows and ensures property is set aside for industrial and commercial development
- Ensures development pays for itself
- Establishes an infrastructure fund
- Provides a revenue stream for the township
- Establishes a moratorium on annexation
- Ensures the township manages its own growth, planning and zoning
- Maximizes the value of land by providing infrastructure

IMPACTFUL JOINT ADVANTAGES

- Culmination of a decade of work and furthers a good working relationship
- Prepares Township for future development
- Formalizes work of US-33 corridor collaborative
- Sets a new standard for cooperation
- Realizes new revenue stream from development that would not otherwise be realized
- 60% of JEDD funds to support future growth and development
- Township realizes development while City realizes water/sewer tap fees
- Infrastructure fund can be used to attract new business development
- New development property and sales taxes benefit schools, county, and social services
- Joint marketing of the US-33 corridor

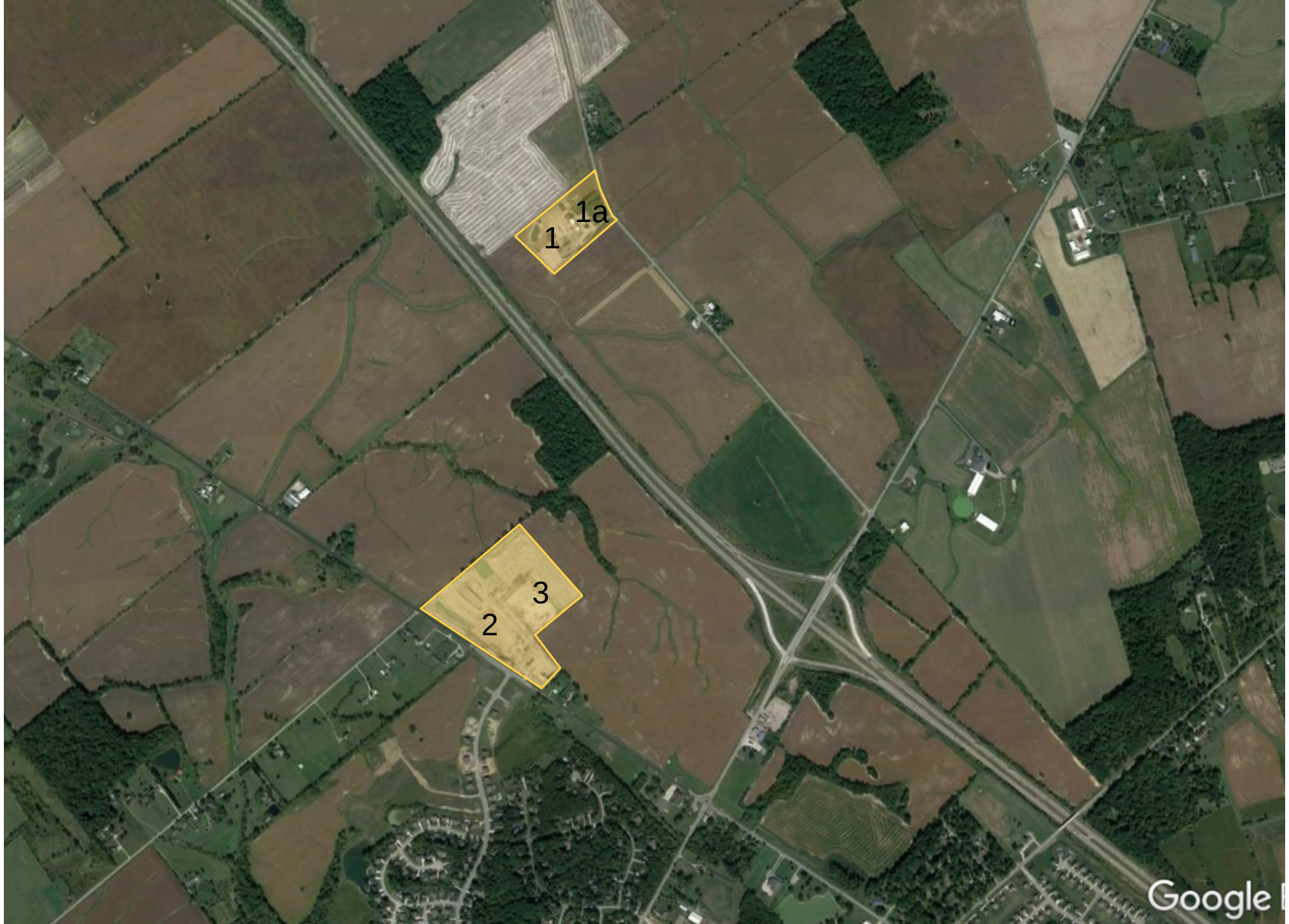

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EXHIBIT B

City of Marysville
Strategic Plan 2021 – 2025
Progress Report - 2021

Introduction: In accordance with Section 9 of the Strategic Plan 2021 – 2025, this is a summary Progress Report gleaned from the City's annual report. Each priority follows with the applicable progress updates clearly identified in red font.

Where a particular project meets the intent of more than one plan goal and/or action step, the first time that project is listed it is listed in great detail. In subsequent goals and action steps when the same project is applicable, we only note the project title/heading to reduce redundant reporting.

We note that the Strategic Plan is a 5-year plan (2021-2025). We have not yet had one full calendar year under this plan. Action items that have no progress report are planned for future years.

Brief City Strategic Plan History:

- Strategic Plan 2016 – 2020: August 22, 2016.
    - 2016 Annual Report
    - 2017 Annual Report
    - 2018 SWOT Analysis: March 2018
- Strategic Plan 2019 – 2023 (Nov 2018): First successor plan; Resolution 29-18.
    - 2019 Annual Report
    - 2020 SWOT Analysis: February 29, 2020
    - 2020 Annual Report
- Strategic Plan 2021 – 2025 (Apr 2021): Second successor plan; Resolution 006-2021.
    - 2021 Annual Report: This progress report.

Strategic Priority 1: Economic Development

Key Result/Goal:
33 Smart Mobility Corridor within the Beta District:

Goal 1-1: Further develop US 33 corridor infrastructure, improve and foster our partnerships with governments, organizations and businesses to promote sound economic development. *(Administration, Economic Development, and Public Safety/Service Committee)*

Key Action Steps:

1-1.1 Working with the NW 33 Innovation Corridor Council of Governments (COG):

(1) Complete the installation of the smart infrastructure and complete the implementation of the Advanced Transportation and Congestion Management Technologies Development (ATCMTD) grant;

(2) Commercialize the fiber and smart mobility equipment;
Marysville Hosts OmniAir Consortium Ohio Plugfest: Marysville hosted OmniAir Consortium Ohio Plugfest, the "premier testing event" for connected vehicle technologies. The event was attracted to Marysville by recent investment in smart technology infrastructure through the Connected Marysville project.

(3) Collaborate on land use, economic development, and land use efforts to support future growth;
Established the Economic Development Advisory Team that includes COG representatives, partners, and industry leaders.

(4) Design and implement architectural and land use standards as part of a US 33 corridor overlay;

(5) Develop and implement the Beta District marketing strategy; and
The Beta District Launches: A regional marketing and branding campaign known as The Beta District, officially launched with the release of a logo, tagline, website, and various collateral material. A project of the NW 33 Corridor Council of Governments, The Beta District is designed to serve as umbrella branding for the various activities and projects occurring throughout the US-33 corridor.

(6) Continue and develop new partnerships to further advance technologies and development along the US 33 Corridor. (2021-2022).
33 Smart Mobility Corridor Officially Opens: Upon receiving final operational approval from the FCC, government and business leaders from across Ohio gathered in September to mark the official opening of the 33 Smart Mobility Corridor. With major construction and installation of equipment complete, priority has shifted to equipping vehicles with On-board Units (OBUs) and upgrading equipment to accept 5G wireless technology.
Automotive & Mobility Innovation Center (AMIC): The Automotive & Mobility Innovation Center (AMIC) at the 33 Innovation Park came closer to reality after Southgate Corporation completed construction of its building at 1100 Innovation Way. The Marysville-Union County Port Authority signed a long-term lease with Southgate. Architectural and engineering design work is expected to begin in early 2022 with build-out of the facility anticipated in late 2022.

1-1.2 Actively promote business development along the US 33 corridor (on-going).
Southgate Corporation Completes 1100 Innovation Way: Southgate Corporation, a real estate company that develops first-class industrial and commercial space, completed construction on an 84,000 SF speculative development at the 33 Innovation Park. The building was immediately leased by two users. Based on the success of the building, it is anticipated that Southgate Corporation will break ground on an adjacent 112,000 SF speculative building in spring 2022.
SiteOhio Certification: Efforts to receive state certification for the 33 Innovation Park through the SiteOhio Program began in mid-2021. The process included preparing site due diligence and background data collection, and hosting site consultants. The goal is to receive certification in spring 2022. The certification will make the 33 Innovation Park more attractive to out-of-state developers.
The Beta District Launches

1-1.3 Work closely with Jerome Township to finalize the Joint Economic Development District (JEDD) (2021-2022). City Staff continue to work closely with Jerome Township to finalize an agreement with Jerome Township. This item will be before City Council in the next quarter.

1-1.4 Improve the development review and building permitting processes to include steps to ensure coordination among the various governmental entities (on-going).

1-1.5 Examine current utility capacity, ensure that future growth occurs responsibly, and identify possible utility shortfalls that can inhibit future growth (on-going).

1-1.6 Conduct a bi-annual business survey to identify the needs and priorities for the business community. Continue the bi-annual workforce survey for salary, benefits, and training.

BGSU R3 Initiative: Marysville was one of three communities in Ohio invited to participate in Bowling Green State University's Reimagining Rural Regions (R3) Initiative. The 18-month project involves a collaborative effort to identify projects that would make Marysville more attractive for younger residents and young professionals. The project will involve focus groups, neighborhood walking tours, community survey, and the creation of a report that outlines potential community projects that can be undertaken by City leaders.

2021 Wage, Benefit & Skills Survey: The EDP partnered with Bowling Green State University's Center for Regional Development (CRD) and the Logan County Chamber of Commerce to conduct the 2021 Wage, Benefit & Skills Survey. The survey was distributed to over 1,000 businesses of all industry sectors in both counties. The results of the survey were delivered in May.

1-1.7 Implementation of the 33 Smart Mobility Corridor Economic Development Strategy.

Southgate Corporation Completes 1100 Innovation Way

SiteOhio Certification

33 Smart Mobility Corridor Officially Opens

Automotive & Mobility Innovation Center (AMIC)

Marysville Hosts Professors from Around Nation: In July, Sinclair Community College (Dayton) brought 35 professors from around the nation to Marysville as part of the College's efforts to highlight emerging technologies that support autonomous and connected vehicles. While visiting, the group learned about the 33 Smart Mobility Corridor, Connected Marysville, and Drive Ohio.

Key Measurements:

1-1-M1 Amount of public and private investment.

1-1-M2 Increased tax revenues from JEDD agreements with Millcreek and Jerome Townships.

1-1-M3 Increased revenue from income tax, water and sewer capacity fees and user rates as a result of new businesses.

1-1-M4 Increased number of commercial customers utilizing the fiber offered through the NW 33 Innovation Corridor Council of Governments (COG).

Key Result/Goal:

Uptown Marysville:

Goal 1-2: Dedicate resources to recruit and retain businesses and residents to Uptown Marysville ultimately preserving the built environment, providing identity, and supporting the vibrancy and success of the city's core (2021-2022). *(Administration, Economic Development, & Public Safety/Service Committee)*

Uptown Facade Improvement Program: Planning Staff administered the 2021 Uptown Facade Improvement Program ($100,000). There were six properties in the Uptown districts that were allocated funding to assist with exterior building improvements and renovations. Since 2018, the City of Marysville has awarded $350,000 in funding, which has been distributed to a total of 16 applicants.

Key Action Steps:

1-2.1 Encourage and promote Historic Uptown Marysville as a location for businesses and residents (on-going).
EDP Staff Meetings/Redevelopment Projects: EDP staff met/ with a number of parties interested in undertaking redevelopment projects (mixed use and multi-family) in the Uptown District. It also began marketing the Marysville Water Plant for future redevelopment. Major projects undertaken include Leon's Garage, The Avalon Theatre, and The Half Pint (expansion pending).
The Uptown Development Group continued to meet throughout the year, focusing on potential redevelopment opportunities

1-2.2 Implementation of the 2017 Uptown Revitalization Plan (on-going).

(1) Consider a Downtown Assessment Resource Team (DART) visit with Heritage Ohio (2021-2022).
Application was made to Heritage Ohio to have Marysville included in the Prospective Main Street Communities Program. A DART visit is pending in spring/summer 2022.

(2) Consider transforming the Uptown Development Team into an Uptown Oversight Committee (2021-2022).
The Uptown Development Group continued to meet…etc…

(3) Consider hiring an employee or consultant to assist with the implementation of the Uptown Revitalization Plan (2022-2025).

1-2.3 Encourage increased public and private investments in the Uptown (on-going).
Addressing Housing Availability & Affordability: The EDP convened community organizations, businesses, developers, and elected officials for a community discussion on the availability and affordability of housing. The event featured speakers from MORPC, the BIA of Central Ohio, and other community stakeholders. Additionally, when meeting with residential developers, the EDP continued to promote the need for a diversification of housing types that would allow more affordable housing. Furthermore, a webpage was created to highlight the issue and urge community action.
EDP Staff Meetings/Redevelopment Projects:

1-2.4 Encourage building improvements and promote compliance with existing code. Consider working with the County Building Regulations Division to develop a building inspection/integrity program (on-going).

1-2.5 Support the renovation and redevelopment of underutilized buildings, such as the Avalon Theatre.
Addressing Housing Availability & Affordability
EDP Staff Meetings/Redevelopment Projects:

1-2.6 Undertake new initiatives, such as a Marysville Outdoor Refreshment Area, to encourage new entertainment amenities.
EDP Staff Meetings/Redevelopment Projects:

1-2.7 Encourage and support multi-family development (on-going).
Addressing Housing Availability & Affordability
EDP Staff Meetings/Redevelopment Projects:

1-2.8 Support the Convention and Visitors Bureau (CVB) Welcome Center and promote the Uptown District as a destination for tourists and visitors (on-going). The Communications Director is on the board to help support the CVB in communication efforts.

1-2.9 Consider the adoption of a Downtown Redevelopment District (DRD) and other tools to help share resources and fund physical improvements within the Uptown District (2021-2025).

1-2.10 Promote the Community Reinvestment Area (CRA) tax incentives and façade improvement program for business/residential uses (on-going) and consider other Gateway CRAs.
Addressing Housing Availability & Affordability
EDP Staff Meetings/Redevelopment Projects:
An application was prepared to establish a new Community Reinvestment Area (CRA) north of the Main Street Bridge to roughly Elwood Avenue. This CRA would stimulate the redevelopment of the new North Gateway District. The application is pending approval.

1-2.11 Identify and promote the preservation and renovation of historic structures. Consider a historic preservation subcommittee of the Uptown Oversight Committee that will provide guidance on historic buildings, landmarks, and opportunities. (2021-2025).

1-2.12 Promote our Preserve America and Certified Local Government designations and recognize Uptown Marysville as the center of our community (on-going).

1-2.13 Encourage better pedestrian and bike-friendly connectivity in, to, and from the Uptown District (on-going). The recently donated Scott Family Park (and its future shared use path) will provide a gateway to better connect all parts of the City to the Uptown District.

1-2.14 In partnership with the Convention and Visitors Bureau, implement a wayfinding signage program and consider a program to encourage outdoor dining, gathering places, sales and events.
The CVB launched efforts to begin the Union County Wayfinding Program, which will include the Uptown District. This effort should conclude in 2022.

1-2.15 Continue a robust Uptown retention program (on-going).

Key Measurements:

1-2-M1 Number of businesses and residents within the Uptown.

1-2-M2 Increase in occupancy of buildings within the Uptown.

1-2-M3 Amount of public and private investment within the Uptown.

Key Result/Goal:

Economic Development Strategy:

Goal 1-3: The Economic Development Director will implement the Economic Development Strategy and the 33 Smart Mobility Corridor Economic Development Strategy. *(Administration, Economic Development, City Planner and Public Safety/Service Committee)*

Japanese Relationship Video: A video highlighting our community's Japanese relationship was developed in partnership with the City of Marysville and the Consul General of Japan in Detroit. The video includes interviews of community leaders, elected officials, Japanese business leaders, and education partners. It also tells the story of our relationship with the people and businesses of Japan. The video can be viewed online www.growunioncountyohio.com/japan.

Consul General Nakagawa Visits Marysville: The Consul General of Japan in Detroit, Mr. Tsutomu Nakagawa; Deputy Consul General Mr. Yuki Ebihara, and Consul General Nakagawa's wife, Mrs. Chieko Nakagawa, visited Marysville for a goodwill visit in March. The visit marked the conclusion of Mr. Nakagawa's service as Consul General.

Japan Local Government Center of NYC Visits Marysville: In September we welcomed a delegation of Japanese nationals through the Japan Local Government Center of New York City. The delegation included representatives from Miyagi Prefecture, Hiroshima, Oita, Tokyo, and Kumamoto. The delegation visited Marysville and Union County to learn more about the structure of our local government, economy, and K-12 education. Site visits included Uptown Marysville, Marysville Early College High School, KG Agri-Products, and others.

Marysville Featured in JETRO Booklet: Efforts to strengthen our relationship with the Japan External Trade Organization (JETRO) continued. Marysville was featured in a special edition of JETRO's The Japan-Ohio Investment Dynamic. The booklet was widely distributed to JETRO's members and affiliates – domestically and abroad.

Community Remembers Great East Japan Earthquake & Tsunami: On March 11, community leaders gathered at the Japanese Friendship Garden at Partners Park in Uptown Marysville to mark the 10th anniversary of The Great East Japan Earthquake & Tsunami. The disaster killed 15,899 and injured 6,157. In total, 121,778 buildings were destroyed, with nearly 1-million more suffering damage.

Key Action Steps:

1-3.1 Promote the evolution of research and development, mobility, agricultural science, aerospace, and advanced manufacturing companies.
The Beta District Launches

1-3.2 Continue participation with the Union County Housing Council to develop strategies and priorities to encourage a variety of housing options (affordability, type, location, etc.).
Addressing Housing Availability & Affordability

1-3.3 Participate in the Union County Mobility effort to improve the mobility of our residents including mobility to and from work.
Mobility & Active Transportation
To help address important mobility and active transportation issues in Marysville and Union County, the EDP continued engagement with the Union County MOVES Coalition. The EDP also assisted with developing a grant application for an autonomous shuttle. Additionally, two transportation-related community surveys were completed, and work began on developing the Union County Micromobility Plan.

1-3.4 Continue participation and support of the Mid-Ohio Regional Planning Commission's Rapid Speed Transportation Initiative (RSTI).

1-3.5 Continue partnerships with K-12 schools, career techs, higher education, and the private sector to grow the available workforce.
Career Signing Day
The EDP was honored to serve as the host location for Career Signing Day, a ceremony hosted by the Marysville Early College High School and Ohio Hi-Point Career Center - Marysville Campus. During this event, 10 students were formally paired with local businesses for job opportunities.
MyLocalCareer.com
MyLocalCareer.com, a collaborative effort between the EDP and the Logan County Chamber of Commerce, launched in May. The new website serves as a "hyperlocal" employment platform for employers and job seekers. The main goal of the website is to connect job seekers from across Ohio with employers needing talent. The website also contains resources for students, recent graduates, and incumbent workers.
YouScience
After being postponed in 2020 due to COVID-19, YouScience was implemented in Union County's K-12 districts in early 2021. YouScience is a nationally recognized online program that utilizes online testing to help middle and high school students identify potential career paths.

1-3.6 In an effort to address results from the 2020 Citizen Services Survey, the 2021-2025 Union County-Marysville Economic Development Marketing Strategy (still in draft format) will include recommendations on how we can enhance communication with the public about development issues.

Key Measurements:

1-3-M1 Amount of job retention, job creation, and private investment.

Key Result/Goal:

33 Innovation Park:

Goal 1-4: The City/Economic Development Director will continue to implement a 3-pronged marketing strategy for the 33 Innovation Park (33IP). The strategy will; market the 33IP to decision makers nationally and internationally as a world-class location, target the Agribusiness/Ag-tech, Automotive & Smart Mobility, EV & Green Technology, International, R&D, and Aerospace/UAS sectors for expansion in the 33IP, and foster relationships and promote the 33IP with local, state, national and international companies and organizations. (on-going) *(Administration, Economic Development and City Council)*

Key Action Steps:

1-4.1 Media outreach including social media.
1-4.2 Newsletter, email, call outreach and general marketing to decision makers.
1-4.3 Lead responses and interactions.
1-4.4 Collaborative efforts and interactions with local, regional, and national organizations.

1-4.5 Business development mission.
1-4.6 Development of the Automotive and Mobility Innovation Center.
Automotive & Mobility Innovation Center (AMIC)
1-4.7 Brief City Council once a quarter, or as required by the Council President, on updates regarding the implementation of the 33IP marketing strategic plan. The development team (including Lee & Associates) continues to provide quarterly updates to City Council at public meetings.

Key Measurements:
1-4-M1 Amount of job retention, job creation, and private investments.
1-4-M2 Number of media outreach efforts (per quarter).
1-4-M3 Number of newsletters, emails, call outreach and general marketing initiatives, numbers and statements of effort. (per quarter).
1-4-M4 3-5 site visits annually.
1-4-M5 1-2 projects annually.

Key Result/Goal:
Business Zoning Districts:

Goal 1-5: The City Planner and Economic Development Director will complete the below action steps in order to improve the quality of life for residents and provide a supportive environment for businesses to flourish. *(Administration, Economic Development & The Public Safety/Service Committee)*

Key Action Steps:
1-5.1 Media outreach including social media. Implementation and norming of the new city zoning code in 2021-2023.
1-5.2 Utilizing the Comprehensive Plan to continue to look for code updates that will assist businesses with their growth and development.

Key Measurements:
1-5-M1 Number of issues arising from implementation of the new zoning code.

Key Result/Goal:
Comprehensive Plan:

Goal 1-6: Implementation of the Comprehensive Plan. The implementation plan details goals, objectives and action steps with responsible parties identified for each. Timeframes are then provided; Short (0-1 years), Medium (1-3 years), Long (3+ years), and continuous. Monitor progress using the below measurements. *(Administration, Economic Development and Planning Commission)*

Key Action Steps:
1-6.1 Annual status report on the Comprehensive Implementation Plan progress towards goals, objectives and action steps. City Staff continues to recommend projects that comply with the City's adopted Comprehensive Plan.

Key Measurements:
1-6-M1 Number of items implemented annually from the Comprehensive Implementation Plan progress towards goals, objectives and action steps.

Strategic Priority 2: Finances

Key Result/Goal:
Debt Management:

Goal 2-1: Identify uses for funds post facility debt payout (by the years listed below). *(Council)*

Finance Director Lutz was just on-boarding when this successor Strategic Plan was published. Reviewing this goal now, with the benefit of actually being here for a few years, Director Lutz states this goal is inefficient and not in the city's best interest. Surplus funds (including funds realized from paying off any debt) are included as part of the estimated resources available for appropriation each year during the budgeting process for allocation to various capital projects or operational expenses as needed.

Key Action Steps:

2-1.1 Continue to assess annually and retire short-term debt and pursue financing options that avoid the issuance of new short-term debt. **Completed** each year, and on-going.

2-1.2 Annually evaluate options of retiring a portion of the long-term debt that will have a call option within the next 5 years incorporating the 5-year Capital Plan for the respective departments/division funds. **Completed** each year as part of the yearly budget process, and on-going each year after; through the 5-year capital plans submitted by each department/division.

2-1.3 Incorporate the surplus funds that have been allocated for debt service once the General Fund debt has been retired within the 5-year Financial Forecast and make recommendations during the annual budget process to the Finance Committee and City Council on the best use of these monies (special projects or additional transfers to the Capital Reserve Fund). Surplus funds are allocated to operations and capital in accordance with what we want to accomplish in that year, possibly combined with future years (multiyear projects, paving program, etc.).

2-1.4 The City will implement a comprehensive 5-year fiscal analysis in 2021. The analysis report will provide the foundation for making financial decisions over the 5-year strategic plan timeframe, as it applies to continued payment and issuance of debt (detailed in 2-5). See Goal 2-5 for update.

Key Measurements:

2-1-M1 Short-term Notes (Refinanced on a yearly basis with principal reduction).
a. Innovation Park notes to be retired on the selling of property.
b. Various improvements and equipment notes (e.g. streets, curbs, fire equipment).

2-1-M2 Partner's Park Loan (2024 maturity).

2-1-M3 Long-term Various Purpose Bond (2031 maturity); *NOTE:* refinanced in 2020, maturity date is the same.

2-1-M4 Wastewater Plant Debt (2035 maturity).

2-1-M5 Reservoir Water Long-term Debt (2038).

2-1-M6 Water Plant Debt (2049 maturity).

Key Result/Goal:
Bond Rating:

Goal 2-2: Increase the City's Aa3 bond rating to Aa2 (by 2022). *(Finance Department, & Finance Committee)*

Key Action Steps:

2-2.1 Work to increase the unencumbered cash balance in the General Fund in excess of $7.0 million effective the 2022 fiscal year. **Completed** in 2022.

2-2.2 In coordination with the City's Financial Advisor, the Finance Department will prepare a presentation to Moody's Investor Services in 2022 to advocate for a rating upgrade of the City's bond rating.

2-2.3 In 2021, select cities that have a bond rating of Aa2 or above that are similar to Marysville and

benchmark factors used by Moody's to award those cities with a higher bond rating, while also establishing and implementing best practices. In-progress and planned for 2022 completion.

Key Measurements:
2-2-M1 Actual bond rating. Still at Aa3, planned for Aa2 in 2022 (on schedule).

Key Result/Goal:
Reserve Management:

Goal 2-3: Maintain reserve level equal to 3 months of General Fund (GF) expenditures and build reserve level equal to 6 months of GF expenditures by end of year 2025. *(Finance Department & Finance Committee)*

At the end of 2021, the unencumbered balance represented a reserve level equal to 4.6 months using 2021 average monthly expenditures. While the goal is currently in progress, meeting it is reasonable if current revenue and expenditure trends hold through 2025.

Key Action Steps:

2-3.1 Finance Department will monitor and report to the Finance Committee as necessary on trending 6-month GF expenditures. The Finance Department would bring to the Finance Committee a consideration of increasing the fund when deemed appropriate based on current appropriations.

Key Measurements:
2-3-M1 General Fund Unencumbered Cash Balance.

Key Result/Goal:
Capital Reserve Fund:

Goal 2-4: Increase the capital reserve fund from $1.7 million to $3 million (by 2023). *(Finance Department & Finance Committee)*

The 2022 budget included a transfer from the general fund to the capital reserve fund of $250,000 increasing the balance to $1,500,000. This is still in progress, but will require a significant increase in funding in 2023 to reach the stated goal.

Finance Director Lutz was just on-boarding when this successor Strategic Plan was published. Reviewing this goal now, with the benefit of actually being here for a few years, Director Lutz states Key Action Steps 2-4.2 and 2-4.3 are inefficient and not in the City's best interest. This process would box-in how we can, or cannot, spend our reserves well into the future. The COVID-19 pandemic is a great and resent reason why we need to maintain flexibility from year to year and trust the budgeting process to determine how to spend available resources from year to year and trust the budgeting process to determine how to spend available resources from year-to-year. Surplus funds (including funds realized from paying off any debt) are included as part of the estimated resources available for appropriation each year during the budgeting process for allocation to various capital projects or operational expenses as needed.

Key Action Steps:

2-4.1 Present a listing of possible projects, facility needs and equipment to be considered by Council that would be financed through the entire $3,000,000 estimated balance in the Reserve Fund. Two projects should be given significant consideration: These projects are included in the 5-year capital plan as part of the 2022 budget and will continue to be updated in each subsequent budget year.

2-4.1.1 The City Pool is one of said projects. Ensure that a proper amount of funds are set aside for its eventual overhaul / replacement at end of life. End-of-life (EOL) estimated within 10 to 15 years. Cost to replace would need to be paid from the General Fund or issued debt. Cost to replace would be significant, but difficult to estimate given the variables such as inflation, materials cost, labor, project specifications (larger / smaller pool for example). The ongoing Aquatics Study, which

include preliminary budgetary project estimates, is nearly complete and will be shared with City Council in the upcoming months.

2-4.1.2 State Route 31 Phase 3 as future phases of this project are (likely) not going to be funded with small cities grants due to population growth in the City. Projected project construction could continue over the next five years depending on sources of funding secured to continue the phased improvements. This project is currently scheduled to begin construction during the 2024 construction season.

2-4.2 Draft legislation in 2021 based on recommendations made by City Council and the Finance Committee, and schedule the ordinance for a future City Council meeting.

2-4.3 Implement a policy in 2021 that defines how funds appropriated to a particular project that are no longer necessary should be handled in the same fiscal year.

Key Measurements:

2-4-M1 Capital Reserve Fund level.

2-4-M2 Adopt legislation by the end of 2021 outlining how the $3 million Capital Reserve Fund cash balance will be spent by 12/31/2028.

Key Result/Goal:

5-Year Fiscal Analysis:

Goal 2-5: The City will implement a comprehensive 5-year fiscal analysis in 2021. The analysis report will provide the foundation for making financial decisions over the 5-year strategic plan life. *(Administration, Finance Department, Departments/Divisions, and Finance Committee)*

5-year Fiscal Analysis: The Finance Director is currently working with an outside expert with municipal fiscal knowledge who is reviewing all forms of City revenue/income, debt, and future capital needs. The goal is to provide a written report with recommendations regarding future taxes and/or credits, in order to meet the needs of the City over the next 5 years. The fiscal analysis will be completed prior to the approval of the 2023 budget.

Key Action Steps:

2-5.1 The City will select an outside expert with municipal fiscal knowledge to head the analysis team. An outside expert will help provide unbiased oversight. See 5-year Fiscal Analysis under above goal.

2-5.2 The Expert will primarily work with the Finance Director, other department/division managers as he or the Expert deems appropriate, the Finance Committee and the possible use of an Adhoc community advisor group. See 5-year Fiscal Analysis under above goal.

2-5.3 The team will review all forms of City revenue/income (currently utilized or not); all debt, all future needs/requirements defined in this Strategic Plan and other plans (to include, but not limited to), the 5-Year Capital Plan, The Parks and Rec Plan, the Comprehensive Plan, the Thoroughfare Plan and the Strategic Workforce Plan. See 5-year Fiscal Analysis under above goal.

2-5.4 The team will analyze revenue/income versus debt/requirements (gap analysis) and provide a written report with recommendations regarding future taxes and/or credits, in order to meet the needs of the City over the next 5 years.

2-5.5 As Council deems necessary, the City will implement the recommendations of the report over the next 5 years.

2-5.6 Work with the Ohio Municipal League (OML) to determine what ways cities and villages in Ohio may help them craft, and ultimately pass, new laws that diminish cities and villages reliance on income tax.

Key Measurements:

2-5-M1 The 5-year Fiscal Analysis Report (2021-2025).

Strategic Priority 3: Community Safety

Key Result/Goal:

Identify Customer Expectations and Create a Marysville Division of Police Strategic Plan:

Goal 3-1: Develop a Marysville Division of Police (MPD) strategic plan that identifies future needs of the Division and meets the needs and expectations of the community; and incorporating that plan into future City Strategic Plans (by 2022). *(Administration and MPD)*

Key Action Steps:

3-1.1 The Command Staff will perform an internal workforce analysis (in 2021) to ensure the appropriate classifications are efficiently doing the right tasks.

Ongoing; Chief Brooks restructured the division in 2021 to allow for better operational efficiency. As the prospective Captains are continuing their duties, they will also determine the classifications for those they supervise to ensure they are aligned appropriately to their assigned tasks.

3-1.2 Create a workgroup made up of representatives of all MPD Bureaus to create a Strategic Plan. This will analyze the needs of the other bureaus within the Division, such as Investigations, Communications and Community Services; to prepare for future City growth.

Ongoing; workgroups have been developed in 2021 and assignments to said workgroups will take place in 2022.

3-1.3 In 2021, perform an External Community Assessment to identify needs, wants and expectations of community members as it relates to law enforcement.

Ongoing; HR conducted an external community survey in 2021 that touched on the community's satisfaction of the services the PD offers. The Division plans to take the results of that survey and build a more detailed survey for the citizens in 2022.

3-1.4 In 2021, perform an Internal Employee Survey to identify needs, wants and expectations of staff members as it relates to the future planning of MPD.

Ongoing; Chief Brooks proactively communicated the results of the 2021 Employee Moral survey indicating the divisions strengths and weaknesses. The command staff will utilize this survey and consider the recent restructured positions and duties to determine an appropriate set of questions.

3-1.5 Utilize direction, input, and feedback from the City Engineer regarding new developments and businesses when crafting the Strategic Plan.

Ongoing; Command staff members are a part of the Marysville Thoroughfare Advisory Committee in which the City Engineer and the Public Service Director are acting members.

3-1.6 Utilize the Ohio Association Chiefs of Police (OACP) Staff Analysis report to develop the Strategic Plan.

Complete/Ongoing; utilizing the information gained from the Staffing Analysis, the Division, through restructuring, has submitted a PBR for an additional police officer (patrol) utilizing funds already allocated in 2022. This would bring staffing levels to 26 patrol staff, which is closer to the optimum number of staff needed in the 2019 study.

3-1.7 The creation of the MPD Strategic Plan by 2022.

Ongoing; this plan has been stalled by the worldwide pandemic and significant leadership changes at MPD over the last 12 months. Step one, the Staffing Analysis has been completed, with Step 2, the external and internal surveys, to come in 2022. This will likely push the completion of the MPD Strategic Plan into 2023.

Key Measurements:

3-1-M1 The Ohio Association Chiefs of Police (OACP) Staff Analysis report completed in 2019 shows a deficiency in patrol officer staffing.

3-1-M2 External Community Assessment report to build Strategic Plan (in 2021).

3-1-M3 Internal Employee Survey results to build Strategic Plan (in 2021).

3-1-M4 Production and implementation of the Division's Strategic Plan (by 2022).
3-1-M5 The Strategic Plan would include a process to continually evaluate and update the plan as needed.

Key Result/Goal:
Community Policing:

Goal 3-2: The Community Services Bureau (CSB) will continue to strengthen the relationship within our community, as well as promote and maintain a community-oriented policing effort. *(Administration and MPD)*

Action Steps:

3-2.1 Conduct business and school safety assessments.
Complete/Ongoing; school safety assessment began in late 2020, were completed in 2021. This, Security and Vulnerability Assessment was required by the State of Ohio for each school within the Marysville Exempted Village School District. This is in addition to yearly, on-going safety drills and assessments.

3-2.2 Assist the community with the creation of Neighborhood Watch Programs.
Complete/Ongoing; new signage added to areas like Walker Meadows for new Neighborhood Watch Programs.

3-2.3 Participation in and creation of community engagement programing such as: Jr. Academy, Safety Town, RAD KIDS, Women's Self-Defense, Internship Programs, Ride alongs, etc.
Complete/Ongoing; (Due to the COVID Pandemic, these programs were greatly reduced in 2021. We expect those to return to pre-COVID levels in 2022.

- Jr. Academy- Was conducted, but was at a lower attendance rate than previous years. Seven (7) students attended.
- Internships- While a formal internship was not available in 2021, we were able to assist local college and high school students with observation hours towards their class or program requirements.
- Ride-a-long- The MPD ride-a-long program was very limited in 2021. Those opportunities were limited to MPD applicants and those who need observation hours for school or class requirements. 10 participants in the program
- Women's Self-Defense: Ofc. Findley conducted one self-defense class for a local, all female, Boy Scout Troop at the Methodist Church

3-2.4 Continuation of the SRO Program in partnership with Marysville Exempted Village School District (MEVSD).
Complete/Ongoing; conducted collaborative conversations with schools related to possible personnel changes related to MPD restructuring and upward promotional opportunities of current SROs. Identified possible needed changes in 2022 related to selected personnel.

3-2.5 Use the External Community Assessment information to develop new community engagement strategies.
Ongoing; this plan has been stalled by the worldwide pandemic and significant leadership changes at MPD over the last 12 months.

3-2.6 Provide ALICE/Active Shooter Training and re-certification to businesses and school staff.
Complete/Ongoing; ALICE Training Refresher for MEVSD was performed in August of 2021.

3-2.7 Continue to utilize other members of the Division with community engagement programs to further the community-oriented policing concept Division-wide.
Complete/Ongoing; MPD patrol staff engaged in several Birthday Drive-bys, along with other non-traditional community engagement tools. Additionally, various members of the Division have instructed or taken part in events such as the Jr. Academy and other community education and presentations. This of course has been hampered by the pandemic. MPD also conducted 164 Vacation/House Watch Checks, 486 vehicle lockouts and 31 funeral escorts.

3-2.8 Engage the community through social media to improve communication and our interaction with the community.

Complete/Ongoing; in late 2021 MPD created a Social Media Team internally to provide more timely information and improve communication with the community. This was previously handled by one or two staff members. Additional training will be required for each member and we hope to grow the team in 2022.

3-2.9 Continue participation in various community-based committees and programs for the overall betterment of our community. (Examples: Union County MOVES, Union County Drug Free Coalition, Union County Council for Families, Safe Routes to School, Seniors and Law Enforcement Together, Union County Crisis Intervention Team, Union County Critical Incident Stress Management Team).

Complete/Ongoing; MPD has continued to participate in these and other community committees in 2021. Specifically, two officers completed the Crisis Intervention Training help locally in Bellefontaine.

Key Measurements:

3-2-M1 Identify community expectations through the External Community Assessment.
3-2-M2 Level of citizen participation in community engagement programs.
3-2-M3 Level of student participation in the DARE Program.
3-2-M4 Evaluation of School Resource Officer (SRO) positions at each assigned school.
3-2-M5 Level of community social media engagement.
3-2-M6 Track the level of business and school participation in safety assessments.

Goal 3-3: Continue to meet or surpass the statewide standards of the Ohio Collaborative and maintain our Ohio Collaborative Community Certification. *(Administration and MPD)*

Action Steps:

3-3.1 Qualified staff facilitating annual trainings on Use of Force, provided by training staff.
Completed/Ongoing; Use of Force training is completed annually. The Division conducted multiple defensive tactics trainings in service blocks, and conducted officer ambush force on force training.

3-3.2 Continue to evaluate best practices, current case law and changing court rulings to update training procedures and standards as needed.
Completed/Ongoing; the Division uses Lexipol for its policy and procedure manuals. 28 updates to policy were made in 2021.

3-3.3 Meet the Collaborative Standards in the areas of:
Completed/Ongoing; the Division is currently one of three law enforcement agencies certified in Union County by the Ohio Collaborative. Our most recent recertification came in March of 2020. Each agency must recertify its Collaborative standards on a revolving cycle of every three to four years.

3-3.3.1 Law Enforcement Vehicular Pursuit
3-3.3.2 Investigation of Employee Misconduct
3-3.3.3 Bias Free Policing
3-3.3.4 Law Enforcement Telecommunicator Training
3-3.3.5 Body Worn Cameras
3-3.3.6 Use of Force
3-3.3.7 Use of Deadly Force
3-3.3.8 Agency Employee Recruitment and Hiring
3-3.3.9 Community Engagement

3-3.4 Meet the Collaborative Standards that are forth coming, which include, but are not, limits to Mass Gatherings and Officer Wellness
Ongoing; the Officer Wellness Policy was not released by Lexipol until early February 2022. Currently MPD provides Peer Support, Critical Incident Stress Management, Chaplain Services, mandatory Psychological First Aid and an Employee Assistance Program to meet mental health wellness portion of this standard. Additionally, we provide an on-site workout facility which is available 24-hours a day, seven days

a week. We have established minimum fitness standards and an incentive-based wellness program to meet physical health needs. Based on feedback from the Ohio Collaborative, the information and documentation we have already submitted meets most of the Wellness standard. Once we have the Lexipol Policy and are able to review it, MPD anticipates a compliance with this standard in 2022.
Ongoing; the Collaborative standard for Mass Gatherings was released in 2021. MPD has submitted the necessary documentation and received a Provisional Approval on 12/23/21. The final approval is expected in the near future.

3-3.5 Continue recruiting highly qualified candidates that exhibit a history in line with the *Guiding Principles* of the MPD: Dedication, Integrity, Courage and Empathy.
Ongoing; through extensive background checks, including a psychological assessment, 4 employees were hired that continue to exemplify the divisions Guiding Principles.

3-3.6 Perform pre-hire assessments (with psychological components) on recruited candidates to help ensure their compliance with MPD Guiding Principles.
Ongoing; all officers onboarded in 2021 went through all pre-hire assessments including a psychological component.

Key Measurement:

3-3-M1 Ohio Collaborative Certification

Key Result/Goal:
Crime Prevention and Traffic Safety:

Goal 3-4: Continue to maintain a low city crime rate and efficiently and effectively solve crimes. *(Administration and MPD)*

Key Action Steps:

3-4.1 Directed and Proactive patrols.
Ongoing; the division continues to use direct and proactive patrols. In 2021, MPD received nearly 70 requests for Extra Patrol for various reasons and conducted 621 Extra Patrols and 940 Directed Patrols. This is in addition to regular, daily patrols.

3-4.2 Expansion of the Multi-Agency Drug Enforcement (MADE) Taskforce.
Ongoing; Detective Butterworth continues to be the Division's primary representative on the MADE Taskforce. Chief Brooks attended the Q4 MADE Taskforce meeting alongside Captain Sachs. With the recent promotion of Sgt. Nathan Stone (former Task Force member) to supervise the Investigations Bureau, along with following the SWP; it is our hope to add an additional member to the Task Force in a part-time and/or full-time capacity.

3-4.3 Continued development of the City-wide camera systems/use of technology.
Ongoing; Communications, Records, and Sworn Staff have utilized the camera systems to solve many incidents and gather information on others. As we expand the cameras throughout the city, this will only increase our ability to use technology to solve crimes.

3-4.4 Regularly scheduled self-defense classes and crime prevention education.
A scaled down version of the Jr. Academy was held in 2021 and we saw a reduced number of other crime prevention and self-defense classes due to the pandemic in 2021.

3-4.5 Continued use of K-9 Units.
Ongoing; after Bear's passing, the division acquired Mido in 2021. Mido and K-9 Ofc. Nist modified their schedule in 2021 to allow for the K-9 unit to be present at more crucial times. The K-9 Unit has been assigned less of a "patrol" or "call handling" function to allow for a strategic focus on drug interdiction and collaboration with the MADE Task Force and other local law enforcement partners.

3-4.6 Collaborate with IT to fully utilize the latest technology in crime prevention.
Ongoing; Officers business cards were redesigned in 2021 with information that provides citizens with quick links to report crime, and access their reports.

3-4.7 Explore increase in IT personnel specifically to meet the challenges of MPD.
Ongoing; MPD has previously proposed a Software Systems Manager type position in our SWP. In previous years, the Deputy Chief of Support served as the Technical Services expert for the Division. As promotions have occurred and the reorganization of the Division has come about, the Support Services Captain has taken over this role, with an eye on utilizing civilian staff, such as Communications Dispatch Officers, to assume the role of CAD Manager to handle some of these challenges.

3-4.8 Improve (or enhance) community assistance in crime solving and prevention, connecting investigation to community policing.
Ongoing; Captain McGlenn launched a Camera Registration Program in 2021 that allows members of the community to register their outward facing cameras. With the list of registered cameras, we can call on members of the community for assistance in retrieving pivotal footage of crimes that may have happened in their area.

3-4.9 Use of alcohol compliance checks as an enforcement tool against underage purchases.
Completed/Ongoing; while reduced, MPD, in conjunction with the Ohio Investigative Unit, was able to conduct a few of these compliance checks in 2021. During the July checks, 14 businesses were checked and this resulted in three businesses being cited.

3-4.10 Participation in various community taskforce and associations to combat crime and fraud.
Ongoing; details cannot be disclosed for public safety reasons.

3-4.11 Continued communication and collaboration between Investigation and CSB.
Ongoing; the restructure of the divisions organizational structure has one Captain over the Investigation Bureau and the Community Services Bureau to enhance communication and collaboration between both bureaus.

3-4.12 Continue interagency cooperation for crime prevention and criminal apprehension.
Ongoing; details cannot be disclosed for public safety reasons.

3-4.13 Utilize Traffic Safety Education programs.
Delayed; none were conducted in 2021 due to the pandemic.

3-4.14 Use of Click-It or Ticket campaigns.
Completed/Ongoing; MPD participated in the Click or Ticket Campaign during the Christmas Holiday Season

3-4.15 Use of OVI checkpoints as a deterrent to driving under the influence.
Delayed; none were conducted in 2021, but plans are underway for checkpoints in 2022.

3-4.16 Distracted and impaired driving enforcement and education.
Completed/Ongoing; MPD responded to 52 incidents of impaired driving in 2021.

3-4.17 Safe Routes to School program.
Ongoing; Cpt. McGlenn is now the Division representative on this committee. MPD participated in the annual walk to school day with other community partners.

3-4.18 Continue our partnerships with Marysville Exempted School District through our School Resource Officer Program, Drug Deterrent/Education Program and begin planning for the renewal of the MOU between the Division and MEVSD.
Ongoing; MOU between the Division and MEVSD renewed in 2021. MPD has identified the need for a sergeant to oversee the Community Services Bureau should we see an increase in the need/request by MEVSD for additional SROs.

3-4.19 Annual training on Use of Force, provided by trained staff.
Completed/Ongoing; the division completes Use of Force training annually.

3-4.20 Continue to evaluate best practices, current case law and changing court rulings to update training as needed.
Completed/Ongoing; the Division uses Lexipol for its policy and procedure manual, which aids the Division to continue to be up to date with changes in laws based on court rulings. 28 updates to policy were made in 2021. Later in 2021, as part of our annual in-service training, Assistant County Prosecutor Kelly Hamilton and Union County Prosecutor David Phillips presented a class on Search & Seizure and Legal

Updates. These are done in conjunction with the City Law Director who provides specific and on-going legal guidance to the Division.

Key Measurements:

3-4-M1 Crime rates statistics.
3-4-M2 Community/business feedback.
3-4-M3 MPD crime solve rate.
3-4-M4 Traffic statistics.

Key Result/Goal:

Critical/Major Incident Management:

Goal 3-5: Plan and train to respond to major, critical incidents and resolve them successfully. *(Administration and MPD)*

Key Action Steps:

3-5.1 Identify critical incident types:
Ongoing; after a pre-planned event and post-incident evaluation, the Marysville Special Response Team, was placed on a pause. Issues were identified and we began the task of reshaping the team.

3-5.1.1 Criminal Behavior,
3-5.1.2 Pre-planned Events,
3-5.1.3 Internal Critical Incidents.

3-5.2 Establish a proactive response.
Ongoing; Captain Sachs has been placed in the role of SRT Commander and has been tasked with reforming the team to fit the needs of our community. He has identified what missions MPD can resolve on their own, what missions we will need assistance from local partners with, and what missions will require the expertise of a full-time/more robust team. Details cannot be disclosed for public safety reasons.

3-5.3 Utilize a phased-approach.
Ongoing; details cannot be disclosed for public safety reasons.

3-5.4 Preparation- Preparing for Critical Incidents.
Ongoing; details cannot be disclosed for public safety reasons.

3-5.5 Management- Managing Critical Incidents.
Ongoing; details cannot be disclosed for public safety reasons.

3-5.6 Restoring confidence- Restoring Public Confidence.

3-5.7 Preparing for incidents using the following principles
Ongoing; in late 2021, Chief Brooks moved to revamp the SRT Team and empowered Cpt. Sachs to build a team around the Guiding Principles of MPD, the Core Values of the City of Marysville and the principles laid out below.

3-5.7.1 Sound Leadership,
3-5.7.2 Written and reviewed Policy and Processes,
Ongoing; Command staff frequently reviews policies and procedures. 28 updates to policy were made in 2021

3-5.7.3 Operational Risk Management,
Ongoing; the division continues to utilize our subscription to Lexipol, which provides the division with recent legal proceedings and other best practices that the command staff can put into place

3-5.7.4 Training officers, communications and civilian staff,
Ongoing; 812 cumulative hours of training were completed by our officers in 2021. Civilian/Communication staff completed over 80 cumulative hours

3-5.7.5 Partnerships and proper use of resources.

3-5.8 Use of the City Emergency Operation Plan (update as required).
No usage or updates occurred in 2021.

Key Measurements:
3-5-M1 Post-critical Incident Evaluation.
3-5-M2 Critical Incident Debriefs.
3-5-M3 Community Engagement.

Key Result/Goal:
Quality Fire and Emergency Medical Services (EMS):

Goal 3-6: Continue to promote and support the priorities and action items detailed in the Marysville Fire Division Strategic Plan due to be updated in 2021. *(Administration and MFD)*

Key Action Steps:

3-6.1 Develop and manage MFD resources by reviewing and enhancing Information Technology and the Fire Training Program. **Ongoing**; improved the sharing of information each day between Battalion Chiefs and Lieutenants.

3-6.2 Develop MFD employees and the organization by refining succession planning, improving communications, and continuously improving the hiring process. **Completed/Ongoing**; MFD established a successor MFD Strategic Plan during 2021. The plan details goals and actions to address all the processes in the above action step.

3-6.3 Deploy our resources effectively. **Ongoing**; made recommendations on optimal staffing levels for the Fire Division. With increase of three (3) Firefighters in 2022 the plan is to move from a minimum of 10 personnel on-duty to a minimum of 11 personnel on-duty. With three (3) additional in 2023, we could go to 12 personnel on duty and be able to staff 4 medic units. MFD also reviewed fleet assignments and deployment models. Made improvements to the transportation procedures for mental health patients

3-6.4 Perform pre-hire assessments (with psychological components) on recruited candidates to help ensure their compliance with MFD standards. **Completed** assessments for hiring processes in 2021.

Key Result/Goal:
Infrastructure:

Goal 3-7: Plan for the addition of a third operation fire station. *(Administration, Finance Department, Finance Committee/Council and MFD)*

Key Action Steps:

3-7.1 Utilize the below triggers to monitor and initiate actions as required to stand-up a third MFD Station.

	Trigger	Trigger Status
1	Operation Trigger/Call Volume	A 3.6% increase in annual call volume to around 4,313 total annual runs or 119.8 per Firefighter. **Trigger met**. There were 4,543 runs in 2021 or 126.2 per Firefighter.
2	Operation Trigger NFPA 1710 4-min average response time (ART)	**Trigger met** in 2017; trigger increasingly met every year since.
3	Total Square Mileage (SM) Coverage of 25.25	**Trigger met** excessively, MFD has 87SM; exasperated by southeast development.
4	Population 25,000 or above	**Somewhat met** at 24,667; next census results – the higher this number – the more triggered. The 2020 Census stipulates Marysville is at 25,571. This **trigger is fully met**.

5	Number of Households 9,700 or above	Currently at 8,032; trigger is 9,700 or higher from the census. The 2020 census as Marysville at 8,334.
6	Median Family Income at or around $70,000	**Trigger met** at $75,116; trigger is maintained if at the same level after the census. The 2020 census as Marysville at $79,016. **Trigger met.**
7	Development	Any development, in particular in the Innovation Park region. **Trigger met** with Southgate development.

NOTE: Six of the seven triggers in Key Action Step 3-7.1 are fully met.

3-7.2 Notwithstanding any major outside threats, utilize the below timeline plan.

Year	Action
2021	- Complete a 5-year fiscal analysis per drafting updating Goals 3-5. This report will provide exact guidance for sourcing 3rd station revenue. Not completed. - Release of the 2020 Census. **Completed**.
2022	- Funding plan for the 3rd firehouse established. - Plan for possible co-City tenants. - Fact-finding visits to other 3-house cities.
2023	- Determine the location, source architect, and begin design.
2024	- Break ground. - Late in 2024, hire 6 new Firefighters and promote three Firefighters to Lieutenant.
2025	- 3rd Station operational.

Key Measurements:

3-7-M1 The triggers identified in the above action steps. This includes the next census. **NOTE**: Six if the seven triggers in Key Action Step 3-7.1 are fully met.

Key Result/Goal:

Community Involvement/MFD:

Goal 3-8: Engage the community in all aspects of the Fire Division, including: Fire Prevention, Code Enforcement, Accident Prevention and Community Paramedicine. *(MFD)*

Key Action Steps:

3-8.1 Enhance the MFD Public Education Program by securing funding to promote smoke detectors to any resident in Marysville. This is **ongoing**, received a grant from Lowes in 2021 for 50 smoke detectors.

3-8.2 Survey customers. Participated in 2020 Citizens Services Survey; citizens rated safety number one.

3-8.3 Be involved in community programs such as: Marysville Schools student mentoring program, Drug Free Coalition, Opioid Overdose Review Committee, and Child Fatality Review Committee. **Completed/ongoing**; participated in 2021 in Drug Free Coalition, Opioid Overdose Review.

3-8.4 Partner with other agencies and City departments/divisions to improve efficiencies in City operations and expenditures. Partnered with MPD for the programming of radios. Partnered with City Facilities personnel in the ongoing maintenance of both stations.

3-8.5 Develop a public information plan utilizing our MFD Public Information designee in coordination with the City Communications Director. **Completed/ongoing**: Assigned Battalion Chief Burns to MFD Public Information Officer in 2021.

Key Measurements:

3-8-M1 Customer surveys.

2021 Fire Division: Key Measurements Achieved:

- There were 1,069 fire calls compared to 982 in 2020, 473 business occupancies were inspected for fire safety in 2021, and expanded our Community Paramedic Program in 2021 with 169 patient interactions.

Goal 3-9: Dedicate resources toward battling the drug epidemic in our Community. *(MFD in collaboration with the partners identified below)*

Key Action Steps:

3-9.1 Collaborate with the Union County Health Department and Union County Drug-free Coalition (community partners) to combat substance abuse in Marysville and obtain necessary training. **Completed/ongoing**; partnered with Union County Drug Free Coalition in drug prevention program. Provided overdose follow-up with 61 patient/patient families.

3-9.2 Share data with partner agencies to better predict target risk populations. **Completed/ongoing**; Participated in data collection for ODMAPS with the Union County Health Department.

3-9.3 Collaborate on marketing campaigns to provide aid and support to drug users. **Completed/ongoing**; received a grant from Union County Health Department to provide "leave-behind" Narcan to overdose patients. Partnered with Mental Health and Recovery Board on patients that have multi-dimensional health issues.

Key Measurements:

3-9-M1 Aggregate data report on numbers and locations of overdoses MFD responds to.

Goal 3-10: Enhance our community paramedic program. *(MFD in collaboration with the partners identified below)*

Key Action Steps:

3-10.1 Be responsive to patient needs. **Ongoing**; active in epidemic and pandemic planning in collaboration with the Union County Health Department.

3-10.2 Explore further social services counseling for patients. **Completed/ongoing**; made improvements to the transportation procedures for mental health patients.

3-10.3 Work with Memorial Health and the Union County Health Department to address super-users. **Completed/ongoing**; expanded our Community Paramedic Program to include overdoses and mental health patients.

3-10.4 Increased number of patients seen by 10% annually. **Completed**, Community Paramedic Program had 169 encounters in 2021.

Key Measurements:

3-10-M1 Number of patients seen annual/monthly. 169 encounters in 2021.

Strategic Priority 4: Traffic/Roads/Pedestrian Infrastructure

Key Result/Goal:
Annual Streets Paving Program:

Goal 4-1: Continue to pave aggressively as the annual minimum budget of $1.5 million has improved the condition of our streets. *(Public Service Department & Public Safety/Service Committee)*

City Paving Program (2022): This annual project includes the pavement milling and asphalt resurfacing of City maintained roadways. Pavement conditions were analyzed by Engineering staff in 2021 to establish the Pavement Condition Rating (PCR) for each segment of street. These ratings are then used to determine the segments of streets that will be included in the 2022 project. The City continues to meet the minimum budget on an annual basis, which allow the City to pave four (4) percent of the public roadways.

Key Action Steps:

4-1.1 In order to assure street pavement life is maximized, the City will employ preventive pavement maintenance techniques including pavement rejuvenating agents and crack sealing. In addition to the pavement resurfacing program, it is important to budget additional funds (up to 30%) to be earmarked for preventative maintenance. The City plans to hire two specific part-time road maintenance seasonal employees in 2021 ($25,000) to ramp up our maintenance program and improve street ratings. The City performed crack sealing on a number of roadways in 2021. Over a 4-month period, our crews were able to seal sixteen (16) roadways and three (3) parking lots applying an estimated 27,700 pounds of sealant. As part of the 2022 Pavement Maintenance Program, the City plans on utilizing the excess funds towards preventative maintenance, which could include slurry seal, micro-surfacing, etc. As of our annual Paving Program continues to "catch up", the preventative maintenance efforts will ultimately lead to an extended pavement life for our roadways.

4-1.2 All streets are evaluated annually and assigned a rating based on condition. Streets are then prioritized and included in the paving program. Streets are then paved based on available funding. Please refer to Key Action Step 4-1.1 for further clarification.

4-1.3 Continue to allocate the current minimum funding amount ($1.5 million) for pavement maintenance (resurfacing) on an annual basis. Please refer to Key Action Step 4-1.1 for further clarification.

4-1.4 City Staff will research other communities' Paving Programs to determine the required investment necessary and ensure that our amount is accurate as the City grows. At this time, our annual budget is able to meet the demands of the travelling public.

4-1.5 The City will continue looking for alternate funding sources to offset the cost of roadway maintenance. This includes the use of Ohio Public Works Commission funds (where applicable), Motor Vehicle License taxes, etc.

Key Measurements:

4-1-M1 Percentage of streets in poor condition.
4-1-M2 Annual street paving budgets (2021-2025).

Key Result/Goal:
Thoroughfare Plan:

Goal 4-2: Update the Thoroughfare Plan. *(Public Service Department & Public Safety/Service Committee)*

Thoroughfare Plan: This Plan will include all final documents including the necessary studies and evaluations necessary to analyze the City's entire roadway system from a future capacity and future growth perspective. This plan will also provide the City with critical locations of inefficiencies within our

system and provide a comprehensive list of potential capital projects to consider pursuing funding for in the upcoming years. The anticipated completion of this plan is in 2022.

Key Action Steps:

4-2.1 Incorporate traffic analysis when updating the Thoroughfare Plan, including new feasible roadway locations, multiple typical sections per functional classification, additional traffic signal/roundabout locations and review of traffic patterns to ensure safe/efficient travel throughout the City. The ongoing Thoroughfare Plan is ninety-five (95) percent complete. Final internal reviews must occur prior to presenting to City Council for adoption. It is City Staff's goal to present this topic to City Council in the next few months.

4-2.2 Incorporate projects from the Active Transportation plan within the upcoming Thoroughfare Plan. Please refer to Key Action Step 4-2.2 for further clarification.

Key Measurements:

4-2-M1 Completion of the plan (2021). The anticipated completion of this plan is in 2022.

4-2-M2 City Council adoption of the updated Thoroughfare Plan (2021). The anticipated completion of this plan is in 2022.

Key Result/Goal:

5-Year Capital Improvement Plan:

Goal 4-3: Create a formal, enhanced 5-Year Capital Improvement Plan. *(Public Service Department & Public Safety/Service Committee)*

Key Action Steps:

4-3.1 Utilize the Thoroughfare Plan, Wastewater Master Plan, Active Transportation Plan and other various studies to identify a comprehensive list of all future projects within all departments/divisions of the City. The annual budget includes a five (5) year look ahead for upcoming capital projects. City Staff will look to create a "standalone" document that outlines each potential capital expenditure.

4-3.2 The City will continue to look for alternate funding opportunities to offset the cost of proposed improvements. The potential funding sources will be included with each project summary. This step is ongoing for each project that the City construct.

4-3.3 The 5-Year Capital Improvement Plan to include potential funding sources, preliminary cost estimates, schedules, right-of-way impacts, etc. Please refer to Key Action Step 4-3.1 for further clarification.

Key Measurements:

4-3-M1 Completion of the plan (2021).

4-3-M2 Annual updates to the plan (2021-2025).

Key Result/Goal:

Active Transportation Plan:

Goal 4-4: Incorporate Active Transportation Plan components within the 5-Year Capital Improvement Plan and private development projects. *(Planning Commission, Public Service Department, Public Safety/Service Committee & Union County Health Department, Union County Parks and Trails Working Group)*

Some examples of this goal are provided below:

Ohio Public Works Commission (OPWC) Grant: The City was successful in securing a $500,000 grant from the Ohio Public Works Commission (OPWC) for the roadway reconstruction of Elwood Avenue from Maple St to MainSt. This project will include areas of full depth roadway reconstruction, pavement overlay, stormwater improvements, curb installation, street lights, street trees, and pedestrian access improvements. The design of the improvements will take place in 2022 with construction of the improvements occurring in 2023.

Columbus Avenue Improvements, Phase 1: This project (financed by TIF funds) improved Columbus Ave by adding a two way left turn lane, curb, storm sewer, street lighting, pedestrian connectivity via sidewalk and shared use path.
State Route 38 Improvements, Phase 1: This project (partially funded by an OPWC grant) was necessary to provide sidewalk connectivity from the Timberview subdivision to the existing sidewalks along London Avenue. Additional improvements include concrete curbing, storm sewer improvements, street lights, street trees, a pedestrian rectangular rapid flash beacon signal crossing to improve pedestrian safety while crossing SR 38/London Ave, and a shared use path along London Ave.
Union County Parks & Trails Working Group: The Union County Parks & Trails Working Group celebrated a major accomplishment as work on the first countywide Outdoor Recreation & Attractions Map was completed. The map features parks, trails, golf courses, public pools, nature preserves, historic sites, and other amenities that are available for outdoor enthusiasts.

Key Action Steps:

4-4.1 Prioritize projects listed within the Active Transportation Plan.

4-4.2 Adopt a Complete Streets policy, which enables safe roadway access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

4-4.3 The City will continue looking for alternate funding sources to offset the cost of proposed improvements. Projected path and trail savings is anticipated by internally utilizing the installation of recycled materials.

Key Measurements:

4-4-M1 Completed projects.

4-4-M2 Annual budgets (2021-2025).

Key Result/Goal:

Innovative Transportation Technology:

Goal 4-5: Continue to expand Marysville's role in real world testing of innovative technologies while incorporating this infrastructure within the 5-Year Capital Improvement projects. *(Public Service Department, Public Safety/Service Committee)*

OBU Integrator Project: Began installations of On-Board Units (OBUs) in public fleet vehicles. This project will conclude in 2022 once remaining fleet vehicles have OBUs installed, approximately 200 vehicles in total. The goal of this project is to increase saturation of Connected Vehicles on our transportation system to collect data and verify technology and safety applications.
Connected Marysville Project: Ongoing coordination throughout the year to kickoff recruitment of private citizens in Q1/Q2 2022. This project will install OBUs in at least 400 volunteer private citizen vehicles. The goal of this research project is to increase saturation of Connected Vehicles on our transportation system to collect data, verify technology and safety applications, and gather input from drivers about the interactions with the technology.
Completed installation of 2 new traffic signals at the US 33 Scottslawn Rd interchange. These signals were outfitted with Road Side Units (RSUs).
The electric vehicle charging station located on S Plum St had a total of 726 charging sessions. Use of this charging station is free to the public. Average charging sessions were 2 hours and 13 minutes. Compared to a standard gasoline powered vehicle, this is a savings of 5,617kg Greenhouse Gases (GHG) or the equivalent of 632 gallons of gasoline.
The City will be conducting an Electric Vehicle Master Plan in 2022 to further help meet this goal.

Key Action Steps:

4-5.1 Continue to utilize and grow the City's "smart technology" to allow the City to be utilized as a real-world laboratory in an effort to improve the safety and efficiency of our transportation network.

4-5.2 Develop and maintain partnerships with innovative transportation technology developers.

4-5.3 Include technology components within 5-Year Capital Improvement Plan projects and annual budgets.
4-5.4 Two additional staff members (2022-2024) will be required for maintenance of our growing traffic signal inventory and coordination with advanced technology developers. One (1) existing staff member was promoted into our newly created "Mobility Division"

Key Measurements:
4-5-M1 Number of Road Side Units (RSUs) on City traffic signals.
4-5-M2 Number of On-Board Units (OBUs) on local vehicles.
4-5-M3 Frequency of crashes.
4-5-M4 Amount of delay at traffic signals.
4-5-M5 Research data from deployments.

Strategic Priority 5: Community Appearance

Key Result/Goal:
Exterior Property Maintenance:

Goal 5-1: Review applicable codes and processes to develop the strategy and implement a comprehensive, prioritized, time-phased, enforceable, exterior property maintenance movement designed to increase property values and improve quality of life (2021-23). *(Public Service Department & Code Enforcement)*

Home Improvement Reimbursement Grant: Planning Staff administered the 2021 Home Improvement Reimbursement Grant ($30,000). The City received eighteen (18) applications in 2021 and awarded reimbursement funding ($28,000) to sixteen (16) of the applicants.

State of Ohio's Capital Budget Grant: In 2021, the City applied for a State of Ohio Capital Budget Grant for the proposed Heritage Park. This future park is located at the current Heritage Co-Op Silo property along North Main Street. The goal of this project is to redevelop an existing blighted property within our Historic Uptown District and convert the property into a City Park. The redevelopment of this site (coupled with the decommissioning of the City's adjacent Water Treatment Plant) will be a catalyst in driving private investment and provide an improved gateway into the Uptown Area. Notification of the successful grant applications is anticipated to be announced in 2022. If successful, Phase 1 of the project will likely begin in 2022 and will include silo structural/concrete repairs, surface preparation, including pressure washing and a primer application.

Key Action Steps:

5-1.1 Continued enforcement of violations that are egregious, complaint driven, or health (environmental) and safety related code violations.
5-1.2 Continue to evaluate the feasibility of developing a City Building Department (2021-2023).
5-1.3 Research the practicality of creating and implementing a residential rental inspection requirement (including fees) as part of executing the International Property Maintenance Code (2021-2022), which may require an additional staff member (Exterior Property Maintenance Manager).
5-1.4 Continued enforcement of the abandoned/vacant property registration ordinance.
5-1.5 Continued review of the City Code and recommend changes to City Council.
5-1.6 Education of the citizens and businesses on City Code and what constitutes a code violation (2021).
5-1.7 With the addition of staff (see 7-1.3) or through a consultant, establish a measurement system to assess exterior property conditions (possibly every 2-3 years).
5-1.8 Hire an additional Code Enforcement Officer in late 2021 or 2022, to accomplish the above action steps and address the ratings in the last Citizen Services Survey.

Key Measurements:

5-1-M1 Number of violations. See cases below.
5-1-M2 Number of complaints.
5-1-M3 The Citizens Services Survey results.

A total of 672 New zoning code cases were issued by the Zoning Staff during the 2021 calendar year. The following data pertains to these cases:

- 291 Temporary signs pulled from the right-of-way (a 7% increase from 2020)
- 12 Total Vacant Buildings registered (a 45% decrease from 2020).
- 26 Property Maintenance assessments (a 30% increase from 2020).
- 251 Property Maintenance cases (a 31% increase from 2020)
- 390 Zoning Violation Cases (a 12% increase from 2020)
- 31 Traffic Code Cases (parking on sidewalk, snow complaints, disabled vehicle on street complaints, sports equipment in ROW), a 41% increase from 2020.

Key Result/Goal:

Streetscapes and Corridors:

Goal 5-2: Continuously look at ways to improve the overall appearance and provide aesthetic improvements to our arterial streetscapes and corridors that connect our residents and visitors to our Central Business District. *(Public Service Department & Public Safety/Service Committee)*

Uptown Alley Improvements: The Uptown Alley Improvements project will improve the aesthetics and significantly enhance the experience for pedestrians and visitors of the Uptown. These improvements were suggested as part of the 2016 Uptown Revitalization Plan. Improvements will be made to the north / south alley between South Main Street and South Plum Street and the east / west alley between East 5th Street and East 6th Street. The north / south alley improvements include replacing the existing asphalt alley with brick pavers and overhead lighting to create a more accommodating path between East 5th Street and Partners Park. The east / west alley improvements include replacing the existing asphalt alley with brick pavers, outdoor seating and furnishings, and overhead string lights. This will create a unique outdoor experience for visitors of the Uptown. The Uptown Alley Improvements project will be constructed in the Winter/Spring of 2022.

Please refer to Goal 4-4 for further clarification.

Several upcoming streetscape and corridor improvement projects are provided below:

- Elwood Avenue
- North Main Street (between 4th Street and Elwood Avenue)
- East 5e Street (between Plum Street and Five Points)
- Five Points Intersection Improvements

Key Action Steps:

5-2.1 Install and maintain landscape medians/entryways/branding elements on major corridors.

5-2.2 Encourage street tree maintenance and installation of approved street tree species.

Urban Forestry:

- Current tree inventory records 8,112 active street trees, and 5,663 vacant sites. This year's stocking rate (the quantitative measure of the area occupied by trees) is 59% (up from 57% last year).
- The City applied for a Tree City USA award and also was awarded the Tree City USA Growth award
- 104 street and park trees were removed (a ten (10) percent decrease from last year)
    - An additional 70 street trees are currently flagged for removal (a seventeen (17) percent decrease from last year).
- 535 total street and park trees planted (a twenty-three (23) percent decrease from last year)
    - 152 were replacements or additional
    - 73 as part of city roadway improvements
    - 339 planted by new residential development
- 75 trees were emergency pruned for specific, unplanned needs (storm damage, stop sign clearance, vehicle damage, etc.)
- Contractors comprehensively pruned 325 of our largest street trees in the Uptown as part of the first round of the City's cyclical pruning program. Our goal is to continue this program in 2022 by pruning at least 1/6th of the city's mature trees each year.
- City Staff updated our street tree inventory by surveying 1/6th of the total tree population in Green Pastures and surrounding area. This survey included the updated size, condition, and assessed risk.

5-2.3 Streetscape improvements (including traffic signals, street lights, street trees, curb, sidewalk, path, etc.) along the primary arterials into both the City and Uptown. An annual allocation of funds shall be considered to incrementally improve streetscape appearance in the Uptown. An on-going assessment/feasibility study for 5th Street/Main Street will reflect costs. Please refer to Goal 5-2 for further clarification.

5-2.4 Implementation of the City-wide branding including arches, gateway signs, street signs, etc. This design could be completed "in house" with the addition of an entry-level planner. A City-wide Rebranding project has been budgeted for the 2022 Fiscal Year.

5-2.5 Prioritize private and public investment via sidewalk assessments (ADA).

5-2.6 Advertise the City's sidewalk and curb improvement program to residents and ensure full utilization of the funding available for improvements. The entire allocated budget for this program has been fully utilized on an annual basis.

5-2.7 Seek out opportunities to fund the installation of public art (arches, sculptures, murals, etc.). Please refer to Goal 5-1 with respect to the upcoming Heritage Park project and Key Action Step 5-2.4 for further clarification.

5-2.8 In 2022, the City will consider the creation of an Identify Master Plan, to help city-wide branding efforts. Considerations will be given to cost and the necessary City staff to implement. Please refer to Key Action Step 5-2.4 for further clarification.

Key Measurements:

5-2-M1 Property values.

5-2-M2 Number of vacancies and traffic counts in the Uptown and older areas in the City.

Key Result/Goal:

Uptown Marysville:

Goal 5-3: Provide a City focus on improving the general appearance of the Uptown district and helping to make it a resident, visitor and business destination through building facade restoration, area enhancements and promoting the Uptown. The City is the primary driver through: consulting, planning, grant opportunities, funding, code enforcement, and assisting organizations with this same goal. *(City Planner & Economic Development Director)*

5th & Main Site Furnishings: As part of the CARES Act funding, the City purchased new site furnishings for the four corners at 5th and Main Street. A portion of the new furniture was installed during the summer, and the remaining furniture is anticipated to be installed in the summer of 2022 to complete the project.

Heritage Silos: The City's code enforcement staff initiated a violation letter to Heritage Cooperative regarding the disrepair of the silos at the Uptown Marysville site. Planning and Engineering staff continued to investigate opportunities for the redevelopment and revitalization of the existing silos and site, including research of precedent projects around the world. A conceptual plan was prepared for a large-scale mural painting on the silos and a new public park. City Staff has created multiple funding submittals to help bridge the financial gap to make this project a reality.

Uptown Beautification Program: The City's 2021 Uptown Beautification Program (including forty-seven (47) hanging baskets and fifty-nine (59) flower planters) continues to help improve our City's Uptown appearance.

Uptown Facade Improvement Program:

Uptown Alley Improvements:

Key Action Steps:

5-3.1 The City, in collaboration with the Chamber/Economic Development Director, will assist in the coordination opportunities in the Uptown.

5-3.2 Implementation of the identified Uptown Improvement priorities (in conjunction with the Uptown Revitalization Plan) through the annual budgeting process.

5-3.3 Continued promotion and oversight of the Façade Improvement grant for the Uptown area. Continued monitoring of the Uptown façade restoration and maintenance codes to ensure they are in-tune with our vision, while eliminating potential safety hazards.

5-3.4 Implementation of Uptown specific branding including wayfinding signage and decorative arches. A City-wide Rebranding project (in conjunction with the ongoing Convention and Visitors Bureau efforts) has been budgeted for the 2022 Fiscal Year.

5-3.5 Review and update the architectural guidelines for the Historic Uptown (2025).

5-3.6 Research opportunities for external funding (grants) for exterior improvement projects.

5-3.7 Continued promotion and oversight of the Home Improvement Reimbursement Grant Program focused on improving building appearances.

5-3.8 Continued utilization of the public sign package (including street signs and arches) to incorporate the Uptown Brand within the District. This work can be completed "in house" with the addition of an entry-level planner. Please refer to Key Action Step 5-3.4 for further clarification.

5-3.9 Create a standard for City-Owned public parking lots located in the Uptown District including details for signage, columns, landscaping, lighting and other aesthetic enhancements. Begin implementing these standards for the existing parking lots and plan to incorporate them in future developments. This goal will be met with the future phases of the Uptown Alley project and future parking lot improvements at the former Eagles site.

Key Measurements:

5-3-M1 Number of occupied buildings.

5-3-M2 Property maintenance and number of property improvements.

5-3-M3 Uptown Measurements (property values, rent amounts).

5-3-M4 Annual retention visits with businesses and residents in the Uptown.

Key Result/Goal:

Property Redevelopment:

Goal 5-4: Provide a City focus on improving the general appearance of the City and helping to make vacant commercial properties a residential, visitor and business destination by providing assistance to developers (or performing as the Developer) by promoting planning, grant and funding opportunities associated with this goal. As indicated within the recently completed Uptown Revitalization and Comprehensive Plans, these redevelopment opportunities may occur building facade restoration, building and site demolition and general site enhancements. *(City Planner & Economic Development Director)*

Key Action Steps:

5-4.1 The City will identify and maintain a list of potential properties and/or corridors that should be considered for redevelopment. City Staff has worked with the Vision Group on a project that meets the redevelopment components (while complying with the Comprehensive Plan).

5-4.2 The City will determine various options (including incentives) to overcome the financial gaps associated with the redevelopment of a vacant property. Particularly, how to address the cost of demolition with respect to the asking price and any physical limitations to develop the property. The goal of this analysis will provide a step-by-step procedure for vacant commercial property redevelopment within the City. Please refer to Key Action Step 5-4.2 for further clarification.

5-4.3 City Staff will perform research to fully understand Commercial Vacant Properties.

5-4.4 City Staff will evaluate the market and physical attributes of the property or corridor. Staff may consider hiring a consultant to conduct a Market Analysis of various vacant properties across the City.

Key Measurements:

5-4-M1 Economic Analysis of Redevelopment Projects.

5-4-M2 Property maintenance and number of property improvements.

5-4-M3 Adjacent Growth and Projects

Strategic Priority 6: Parks & Recreation

Key Result/Goal:

Parks and Recreation Master Plan:

Goal 6-1 Parkland and Trails: The City of Marysville acquires and develops an appropriate amount of trails and parks to meet the growing population and ensures equity of access for the community given available resources (2021-2025). *(Public Service Department, Public Safety/Service Committee, Parks & Recreation Commission)*

The recently donated Scott Family Park property (totaling 112 acres) helps fulfill many of these goals. The City is currently starting the preliminary design phase for this future passive park. City Crews are currently clearing the site and preparing for the future installation of a paved and unpaved trail network.

Key Action Steps:

6-1.1 Annually assess progress towards Level of Service recommendations and update Capital Improvement Plan (CIP) accordingly.

6-1.2 Continue to add both soft and hard surface trails. Use City staff and materials to help offset the costs associated with this work. Union County Joint Recreation District: Street crews rebuilt 600 feet of path and installed another 300 feet which included five (5) culvert replacements. Please refer to Goal 6-1 for further clarification.

6-1.3 Identify potential expansion of Active Transportation infrastructure and funding opportunities.

6-1.4 Continue to find ways to connect the Historic Uptown District to the parks and trails system to leverage economic impact, provide additional recreational opportunities, and acknowledge the significance of the heritage and history of Marysville. Please refer to Goal 6-1 for further clarification.

6-1.5 Prioritize trail development that links parkland to trails or creates city and regional loop trails. Please refer to Goal 6-1 for further clarification.

6-1.6 Grow new partnerships with other providers and nonprofits in land management that create open space greenway and trail corridors throughout the area and region. Please refer to Goal 6-1 for further clarification.

6-1.7 Convert existing undeveloped park acres, or acquire new land, to increase the level of service of neighborhood and community parkland to recommended ratios.

BMX Track

- Construction at this facility was completed in early 2021 and the BMX group was able to operate the track for the full year. In its inaugural year, this amazing facility was ranked #3 in the State and 39th in the region.
- The Park had the following numbers:
  - 134 local riders signed up for full memberships to USABMX
  - 99 Trial memberships
  - 25+ races which attracted locals and visitors to the City of Marysville
  - 719 unique riders (with 448 originating from Ohio)
  - State Gold Cup Race
- The track also hosted a local beginners' league which had three (3) sessions throughout the year and hosted 60 new riders to the sport.
- Added Bleachers to the property

Please refer to Goal 6-1 for further clarification.

6-1.8 Develop additional spaces that are dedicated to passive natural area recreation and environmental education for all ages. Please refer to Goal 6-1 for further clarification.

6-1.9 Continue improvement of trailheads and wayfinding signage to align with citywide branding and design standards. A City-wide Rebranding project (in conjunction with the ongoing Convention and Visitors Bureau efforts) has been budgeted for the 2022 Fiscal Year.

6-1.10 Develop a strategic plan for public art in the park system, including dedicated funding for acquisition and ongoing maintenance. Please refer to Goal 6-1 and Key Action Step 6-1.9 for further clarification.

Key Measurements:

6-1-M1 Progress in improving Level of Service as outlined in the Parks & Rec Master Plan. The Administration is considering using excess funds towards the Jim Simmons Trail and Oakdale Cemetery.

6-1-M2 Total miles of soft and hard surface trails constructed annually.

6-1-M3 Total amount of grant funding obtained annually.

6-1-M4 Signage replaced and/or installed annually.

Goal 6-2 Operations and Maintenance: The City of Marysville provides clean, safe, and memorable environments supported by maintenance standards and driven by policies that balance use, intended purposes, and long-term care (2021-2025). *(Public Service Department, Public Safety/Service Committee, Parks & Recreation Commission)*

Key Action Steps:

6-2.1 Identify and track maintenance standards, costs, and staff levels required to accommodate utilization demands.

6-2.2 Provide training for key employees for maintaining parks, trails, and amenities to assess the level of productivity, efficiency, and management standards in place.

6-2.3 Annually bring any amenities such as playground equipment, structures, pathways, fences, and other park fixtures that are evaluated as poor or non-compliant in the park assessments, into a compliance rating. Schwartzkopf Park: Replaced aging playground equipment with new structure and swings.

6-2.4 Annually conduct an ADA accessibility evaluation of all parks, trails, and facilities. Based on the findings of the ADA evaluation establish a system-wide accessibility goal and prioritize accessibility improvements and include them in operational and/or CIP budget requests.

6-2.5 Compile existing maintenance standards and apply these standards in managing facilities throughout our Parks system.

6-2.6 Compile and evaluate existing formal and informal design standards for parks and trails to include future changes. Based on that evaluation, obtain Parks and Recreation Commission concurrence and set comprehensive standards to address safety, signage/wayfinding, branding, natural resource management, flexibility of use, costs, and appropriate revenue development. The standards should have flexibility to address different user experiences and site contexts. At this time, additional parks within proposed residential developments may be considered to be added to our system provided that the property has recreational value, significant size and amenities.

Key Measurements:

6-2-M1 Creation of maintenance standards for park facilities.

6-2-M2 Creation of formal design standards for parks and trails.

Goal 6-3 Recreation Facilities: The City of Marysville strives to meet community demand for indoor and outdoor recreational facilities, while achieving clear cost recovery goals that keeps facilities productive, adaptable, and financially sustainable. (2021-2025). *(Public Service Department, Public Safety/Service Committee & Parks and Recreation Commission)*

Key Action Steps:

6-3.1 Assess the feasibility of adding multigenerational indoor community recreation and meeting spaces, taking into consideration the desired facility program, costs for building new versus utilizing existing facilities, operating cost goals, and potential funding sources. This is on hold.

6-3.2 Assess the feasibility of developing additional sports fields to address community needs, while taking into consideration costs for using existing/available acreage versus new land acquisition. The City helped securing funding (using ARP Funds) for and manage the construction of two (2) new artificial turf fields at the Union County Joint Recreation District.

6-3.3 Conduct a condition assessment of the outdoor pool and the feasibility of replacement, adding additional amenities or constructing an additional outdoor aquatic facility, or adding a splash pad elsewhere in the City. The ongoing Aquatics Study, which include preliminary budgetary project estimates, is nearly complete and will be shared with City Council in the upcoming months.

6-3.4 Undertake a comprehensive fee analysis and review of cost recovery policies for recreational facilities and fields, including assessing the total "Cost of Service" for operation and realigning fees as necessary to meet community expectations and support financial sustainability.

6-3.5 Conduct a cost-benefit analysis to determine which facilities could become more productive (e.g., at night, during winter, etc.). Other ways that could prove more lucrative outcomes would be through facility improvements such as artificial turf, lighting, etc. or property purchase for additional recreational uses (i.e. public golf course, lacrosse, football fields, cricket pitch, etc.).

6-3.6 Develop a business plan when developing a new facility or completing major improvements.

6-3.7 Consider expanding partnerships with various local entities to provide additional athletic fields, indoor recreation facilities and expanded services to the community.

6-3.8 Cultivate additional partnerships with community organizations, nonprofits, and private businesses to provide additional facility options.

6-3.9 Schedule a work session meeting in 2021 to discuss recreational facilities. Examine options, costs and provide direction to the Administration regarding a possible future recreation facility.

Key Measurements:

6-3-M1 Annual progress towards Level of Service recommendations.

6-3-M2 Completion of a cost-benefit analysis for potential facility improvements.

6-3-M3 Completion of a feasibility assessment for developing additional fields and/or an indoor recreational facility.

Goal 6-4 Recreation Programs & Events: The City of Marysville strives to develop, provide, and manage recreation programs and events that meet community needs in terms of topic, location, price, nature activities, and services. (2021-2025). *(Recreation and Events Manager, City Manager, City Council & Parks and Recreation Commission)*

Key Action Steps:

6-4.1 Increase offerings in nature and outdoor recreation, including natural history and appreciation of nature, stewardship of natural resources, walking, hiking, etc. The City was awarded $1,254 in grants from the Ohio Department of Natural Resources that allowed us the ability to host our annual Adventures at Aldersgate and Passport to Fishing events. During the event sessions on small watercraft safety, fishing basics, and Archery 101 were held for 45 participants ages 5 to 12.
The recently donated Scott Family Park property (totaling 112 acres) helps fulfill many of these goals. The City is currently starting the preliminary design phase for this future passive park. City Crews are currently clearing the site and preparing for the future installation of a paved and unpaved trail network.

6-4.2 Consider offering additional adult fitness and wellness programs to meet community needs. Create services for the "new older adult" (more active) with a focus on wellness and healthy lifestyles. Expand inclusion programs for people with disabilities to complement the existing offerings.

6-4.3 The replacement of and improvements to the Eljer Park outdoor fitness station are being researched and will be presented to the Parks and Recreation Commission in 2021. City Staff will continue to gain traction for this improvement to Eljer Park.

6-4.4 Track national and regional trends for programs and services and how they may apply to the community.

6-4.5 Through collaboration, partnership, or rental agreement- work with other service providers and/or facility owners, such as schools and churches, to bring programming closer to all residents.

6-4.6 Utilize additional methods of customer surveys to collect more diverse feedback.

6-4.7 Create a Cost of Service analysis for all Core Program Areas to understand the cost of providing each program.

6-4.8 Identify performance management standards based upon key outcomes for all programs and services.

6-4.9 As programs grow, recruit staff to continue to maximize efficiency of programs, pursue partnerships, strategically grow revenue opportunities, and communicate the value of each service provided.

6-4.10 Develop and identify more ways to get other community partners involved with City events. On average, the revenue generated by the Friday Night Uptown events covered their related expenses based on figures for vendor booth fees and concession sales. The recent concession statistics for our Friday Night Uptown events is shown below:

Friday Nights Uptown Concession Update			
	2018	**2019**	**2021**
May - Sales	$4,290.00	$6,005.00	N/A *
May - Tokens	858	1201	
June - Sales	$3,600.00 *	$6,535.00	$8,937.00
June - Tokens	734	1307	1567
July - Sales	$6,770.00	$7,520.00	$3,290.00 *
July - Tokens	1317	1509	625
August - Sales	$4,720.00	$16,551.00 *	$4,495.00
August - Tokens	944	3100 +	863
October - Sales	$5,310.00	$3,616.00	$4,325.00
October - Tokens	1036	698	839
Total - Sales	**$24,690.00**	**$40,227.00**	**$21,047.00**
Total - Tokens	**4889**	**7815**	**3894**

The recent participant statistics for our Merry on Main (iceless ice skating) tradition is shown below:

Merry on Main				
	2018	**2019**	**2020**	**2021**
Hours in Operation	92	132	119	119
Skater Count – Average	324	237	154	191
Skater Count - Total	5,516	5,452	3,389	4,399

6-4.11 Increase the frequency of the Marysville Outdoor Refreshment Area (MORA) throughout the summer months going forward. This exact item is currently on the City Council agenda for adoption.

Key Measurements:

6-4-M1 Annual report on all programs and their current state in program lifecycle.

Municipal Pool: The Municipal Pool Memberships increased by nearly nine (9) percent and the average daily attendance increased by twenty-seven (27) percent during the 2021 calendar year. Below is an attendance chart for this facility:

Type	Year			
	2018	**2019**	**2020**	**2021**
Resident Family of 2	330	343	374	413
Non-Resident Family of 2	30	37	27	33
Single Resident	37	36	63	43
Single Non-Resident	5	5	3	2
Senior Single Resident	13	5	15	13
Senior Single Non-Resident	1	0	0	1
Senior Couple Resident	14	18	1	16
Senior Couple Non-Resident	2	0	0	1
Active Military	6	1	1	4
Totals	**438**	**445**	**483**	**526***
Yearly Total Visitors	**28,891**	**34,637**	**28,192**	**33,357**
Passes Purchased	991	1420	1659	1765
Average Daily Attendance	270.10	335	316	401.9**
Swim Lessons	145	153	--	167
Swim Team	98	135	90	88
Dog Swim	157	110	75	191***

The Municipal Pool's cost recovery rate improved to 77.36% during the 2021 Calendar Year. This is over a fifteen (15) percent improvement. This cost recovery rate increase is related to the following trends:

- 16.6% increase in pool passes/ticket sales
- 29.6% increase in pool concessions
- 12.8% decrease in total expenses budgeted vs total expenses accrued.

Friday Nights Uptown: The City of Marysville completed its 11th season of hosting Friday Nights Uptown. Thousands filled our City's streets each month and enjoyed live music, street food, and creating moments that last a lifetime. The following performed were featured:

- McGuffey Lane (May)
- Hard Day's Night (June)
- Madrigal (July)
- SWAGG (October)

6-4-M2 Annual report on volunteer efforts and partnerships.
6-4-M3 Feedback from customer surveys.

Goal 6-5 Financial Sustainability: The City of Marysville balances growing community needs with strategic, yet practical funding and staffing solutions. (2021-2025) *(Finance Department, Public Service Department, City Manager, City Council & Parks and Recreation Commission)*

Key Action Steps:

6-5.1 Consider enacting a Parks and Recreation levy to purchase new potential green spaces and fund improvements to trails, parks, facilities, programs, and events. Due to the preliminary costs of a potential aquatics facility, a levy will most likely be needed to fund a project of this magnitude.

6-5.2 Conduct a comprehensive fee analysis and policy review that evaluates the equity of user fees and charges, assesses in-house versus contracted operations for efficiencies, and analyzes administrative services and internal fees. Based upon the above analysis, establish pricing guidelines with pricing objectives and cost recovery targets for all major services.

6-5.3 Use a minimum of a three-year financial management plan for general operations and capital funds. Use a ten-year plan for long-term total projections. This plan should indicate projected revenues (by source) and estimated expenditures (by category) that reflect growth of the community and parks system.

Key Measurements:

6-5-M1 Results of the fee analysis review.

Strategic Priority 7: Enterprise Fund Management

Key Result/Goal:
Water and Sewer Rates:

Goal 7-1: Maintain current water and sewer rates while exploring options to reduce rates (2021-2025). *(Finance Department, Public Service Department & Public Safety/Service Committee)*

Currently there are no plans to increase rates in 2022 for water or sewer operations.

The Utility Rate Working Group met two (2) times during the 2021 calendar year. The primary stormwater covered during this meeting pertained to the health of the Stormwater Fund. The primary wastewater topic covered during this meeting pertained to a Capacity Fee Review and Verification, which was performed by a 3rd Party consulting firm (Raftelis) that specializes in this field.

The Water Division included multiple items on the Utility Rate Working Group agenda during the 2021 Calendar Year. All of these items pertained to lowering rates or running a more efficient and cost-effective Water Division. The Utility Rate Working Group met two (2) times during the 2021 calendar year. The topics covered during this meeting pertained to:

- Capacity Fee Review and Verification, which was performed by a 3rd Party consulting firm (Raftelis) that specializes in this field
- Utility Account and Hydrant Meter Deposits
- Fire Protection Fees
- Potential Elimination of a Water Tower Bulk Station

All applicable items will be presented to the Finance Committee and City Council during the 2022 calendar year.

Key Action Steps:

7-1.1 Continue holding Utility Rate Working Group meetings to discuss options to keep our utility rates fair and equitable. The Utility Rate Working Group met two (2) times during the 2021.

7-1.2 Report to Council on a yearly basis, Marysville's percentile ranking for municipalities in Ohio for combined water and sewer rates using the EPA rate studies.

7-1.3 Promote and communicate to our businesses and citizens applicable studies showing Marysville's rates with respect to others in the region, to showcase our stabilization of rates.

Key Measurements:

7-1-M1 Possessing utility rates under the 75 percentile (combined for water and sewer) using Ohio EPA annual rate studies. The City's water rates are in the 84th percentile statewide, when compared to all of the water systems within the 2019 Ohio EPA Sewer and Water Rate survey (published in December 2021). By not raising rates for the past several years, the City anticipates being below the 75th percentile in the next few years.

The City's wastewater rates are in the 75th percentile statewide, when compared to all of the water systems within the 2019 Ohio EPA Sewer and Water Rate survey (published in December 2021). By not raising rates for the past several years, the City anticipates our customer's overall utility bill being below the 75th percentile in the next few years.

Key Result/Goal:
Water and Sewer Users:

Goal 7-2: Increase the number of end users by pursuing economic development opportunities and land use decisions (2021-2025). *(Public Service Department & Economic Development)*

The following utility related capital projects are ongoing or in the queue:

Water Treatment Plant: Construction began on the City's new Water Treatment Plant in early 2021. This facility will utilize conventional lime soda softening Water Treatment Plant and will also include the construction of major HDPE water distribution lines, two (2) sludge lagoons, a clear well (with high service pump room), clarifiers, a parking lot (including storm sewer) and detention basin. This project is expected to be completed by late 2022.

Water Treatment Plant Offsite Utilities: The Water Treatment Plant Off-Site Utilities project will install the necessary waterline extensions along Raymond Road, from West 5th Street to the Water Treatment Plant site. Additional work with this project involves the installation of a sanitary sewer service from the Water Treatment Plant to the public sanitary system at the intersection of Millwood Boulevard and Creekview Drive. Construction of this project has started and will be completed during the 2022 construction season.

Jerome Township Water Tower: The Jerome Township Water Tower project will install a new 1.5 MGD water tower in Jerome Township to meet the ever-increasing water demands of the region. The water tower will also provide improved pressure and additional storage for the City's water users in southeast Union County (Jerome Township). Construction has commenced on the project with the anticipated completion date occurring in the fall of 2022.

Pump Station #2 Replacement: The Pump Station #2 Improvements project will replace the City's current Pump Station #2 with a pump station that will meet the ever-increasing sewer capacity demands within the southeastern portion of Union County. The existing Pump Station #2 is a 0.5 MGD pump station and is nearing its maximum capacity. The new pump station has a 1.5 MGD pumping capacity and is designed to expand (if needed) in the future to pump up to 2.5 MGD. Construction of the replacement Pump Station #2 has commenced with the anticipated completion date occurring in early 2023.

Pump Station # 4: The Pump Station #4 Improvements project will replace the City's current Pump Station #4 with a pump station that will meet the ever-increasing sewer capacity demands within Union County. Pump Station #4 accepts flow from Pump Station No. 3, Pump Station No. 2 (which receives flow from Pump Station No. 1) and the surrounding area and is already at 84% of its design capacity. With the ever-increasing sewer capacity demands in the County, the need for the improvements to Pump Station #4 is critical. The design of the pump station will take place in 2022 and 2023 with the anticipated start of construction occurring in 2024.

Warner Road Utility Extensions: The Warner Road Utility Extension project will extend water and sanitary sewer from Industrial Parkway west along Warner Road to serve the proposed Amazon Data Center facility along Warner Road. The utilities will be sized and at a depth to serve future development along Warner Road in Union County. The construction of this project will begin in 2022 and should be completed in early 2023.

Watkins Road Pump Station and Sanitary Sewer: The Watkins Road Pump Station will replace the Square Drive Pump Station, located within the Culver's Restaurant parking lot. The Square Drive Pump Station is at capacity and is in poor condition. In addition to being at capacity, the existing force main for the pump station is located along Mill Creek, which presents difficulty for our Collections Staff when maintaining this infrastructure and is subject to being undercut by erosion. The new Watkins Road Pump Station will help alleviate maintenance issues and expand our service area to the east. The new gravity line from Square Drive to the pump station will also eliminate the above-mentioned maintenance issues with the force main.

The following development projects are ongoing and will add to the City's utility customer base:

Residential Development Projects: The Planning Division was responsible for guiding the following development projects through the Planning Commission and City Council during the 2020 calendar year.

- Amrine Meadows (Rezoning, Sketch Plan, and Preliminary Plat))
- Stillwater Farms (PUD Sketch Plan)
- Boerger Woods (PUD Sketch Plan)
- Skybrook (Sketch Plan)
- Cook's Pointe (Section 1 Final Plat)
- Adena Pointe (Section 7 - Part 1 & 2 Final Plats)
- Ewing Meadows (Phase 3 Final Plat)
- Chestnut Run (Section 2 Final Plat)
- Enclave at Mill Valley (Phase 2 Final Plat)

Private Development Projects (Completed): The Engineering Division is responsible for reviewing the design and inspecting the installation of the public infrastructure associated with Private Development Projects funded by Developers.

- City Residential Projects
  - Chestnut Crossing, Sections 1 & 2 (121 Single Family Lots)
  - Cooks Point Backing Roads
  - Enclave, Section 2 (56 Lots - Duplexes)
  - Ewing Meadows, Section 3 (44 Single Family Lots)
  - Keystone Crossing, Section 3 (26 Single Family Lots)
  - Marysville Flats (252 Units)
  - Residences at Bethel Woods (35 Lots and 16 Units)
  - Residences at Cook's Pointe (144 Units)
  - Residences at Cook's Pointe 2 (120 Units)
  - Residences at Woodside (196 Units)
  - Village at Timber Lakes, Phase 5 (43 Units)
- City Commercial/Industrial Projects
  - Burger King (1044 Delaware Avenue)
  - Honda Marysville Expansion (Colemans Crossing Blvd)
  - Leon's Expansion (East 5th Street)
  - Scotts IDGL Parking Lot (Scotts Miracle-Gro Campus)
  - Scotts Resin Room Parking Lot (Scotts Miracle-Gro Campus)
  - Scotts RR Extension (Scotts Miracle-Gro Campus)
  - Sherwin Williams (East 5th Street)
  - Southgate, Phase 1 (Innovation Industrial Park)
  - Texas Roadhouse (Square Drive)
- Union County Residential Projects
  - Glacier Park Neighborhood Section 12, Ph 2-5 (142 Single Family Lots)
  - Glacier Pointe, Section 2 (98 Single Family Lots)
  - Pioneer Crossing Phase 1 & 3 (73 Single Family Lots)
  - Ravenhill Parkway Phase 4 (Waterline Extension)
  - Ryan Parkway Phase 3 (Waterline Extension)
  - Village Neighborhood Section 3 Phases 2-4 (82 Single Family Lots)
- Union County Commercial / Industrial Projects
  - Parks Drilling Commerce Park (4 Lots)
  - Retreat 21
  - Rise - Dublin Commercial Storage
  - Warner Industrial Corporate Center

Key Action Steps:

7-2.1 Explore possible addition of other larger users including other public entities while considering the water capacity of our current raw water sources (groundwater and surface water) and the potential need to increase the capacity of those sources. The City is currently conducting a preliminary study to determine the overall amount of water capacity available due to the limitation of our water source (Mill Creek). This study will be finalized as part of the Water Master Plan, currently anticipated to be budgeted during the 2023 Fiscal Year.

Key Measurements:

7-2-M1 Number of users reflected in monthly financial reports.

Key Result/Goal:

Wastewater Master Plan:

Goal 7-3: Utilize the Wastewater Master Plan to ensure the City meets the future needs of the community and customers (2021-2025). *(Public Service Department & Public Safety/Service Committee)*

Please refer to Goal 7-2 for further clarification regarding the planned improvements regarding our Wastewater system.

Key Action Steps:

7-3.1 On a yearly basis, Administration will report to the Public Safety/Service Committee what projects have been completed and still need work based on the Plan's recommendations.

7-3.2 Ensure there are adequate funds available to prioritize and complete projects as identified in the Master Plan.

Key Measurements:

7-3-M1 Project completion compared to the plan's recommendations

Key Result/Goal:

Water Master Plan:

Goal 7-4: Update the Water Master Plan to ensure we meet the needs of the community and customers once the new Treatment Plant is constructed (2023). *(Public Service Department & Public Safety/Service Committee)*

The Water Master Plan is currently anticipated to be budgeted during the 2023 Fiscal Year.

Key Action Steps:

7-4.1 Completion of the new Water Treatment Plant (2022) to address "quality of water service" citizen ratings from the 2020 citizens services survey.

7-4.2 Upon completion of the plan, solicit City Council to adopt the Water Master Plan for the purposes of planning the future capital projects for our water system.

Key Measurements:

7-4-M1 Completion of the plan (2023).

Key Result/Goal:

Stormwater:

Goal 7-5: Project the revenue of the Stormwater Fund over the next five years to fund construction projects that reduce regional stormwater issues. *(Finance Department, Public Service Department & Public Safety/Service Committee)*

A list of the upcoming and ongoing stormwater improvement projects is listed below:

Bishop Run Stormwater Improvements: This project (funded by Stormwater Funds) is necessary to correct problematic drainage patterns around the Adena Pointe Subdivision. In 2020 and 2021, a stormwater hydraulic analysis of the area was conducted and a proposed schematic improvement plan was developed to mitigate the existing flooding issues in the area. The scope of work will involve the installation of a ditch between the Adena Pointe and Chestnut Crossing subdivisions as well as the installation of stormwater detention measures in the area. The final design and construction of this project is projected to take place in 2022.

Hickory Gate Drive Stormwater Improvements: The Hickory Gate Drive Stormwater Improvements project will make improvements to the existing stormwater system along Hickory Gate Drive and Pepperbush Court. Improvements include replacing an existing culvert along Pepperbush Court and installing a new storm line along Hickory Gate Drive that will outlet across Southard Road, downstream of the Hickory Run subdivision. The construction of this project will take place during the 2021/2022 construction season.

The Mill Creek Log Jam removal project is anticipated to occur during the 2023 calendar year.

Key Action Steps:

7-5.1 Ensure there are adequate funds available to prioritize and complete projects as identified in the Stormwater Capital Improvement Plan. The Utility Rate Working Group is currently analyzing the available funds within the Stormwater Fund. The URWG will make a recommendation with respect to any potential increases to the Finance Committee and City Council during the 2022 calendar year.

7-5.2 Perform audits of impervious area calculations, which ultimately resulted in additional revenue. In 2021, Engineering Staff performed an internal audit on the equivalent residential unit charges for all of the City's non-single-family accounts. This audit yielded an additional $200,000 of annual revenue for the Stormwater Fund.

7-5.3 A proposed rate increase for Stormwater fees had been proposed in the 2019-2024 budget book. The rate increases scheduled to begin incrementally from 2019 through 2021 to ensure the capital needs of the department are funded within the 5-year forecast.

7-5.4 On a yearly basis, the Administration will report to the Public Safety/Public Service Committee what projects have been completed and still need work based on the Stormwater Study's recommendations.

Key Measurements:

7-5-M1 Balance of the Stormwater fund as indicated in annual reports.

7-5-M2 Completed projects.

7-5-M3 Ohio Environmental Protection Agency (OEPA) violations/rule changes.

7-5-M4 Incidents of significant flooding and drainage complaints.

Key Result/Goal:

Sanitation:

Goal 7-6: Analyze the fund and the reserve to ensure fund stability over the long-term. *(Finance Department, Public Service Department & Public Safety/Service Committee)*

Key Action Steps:

7-6.1 Ensure there are adequate funds available to preserve the level of service expected by our customers while covering the costs associated with our refuse collection contract and the Sanitation Division's operation, maintenance and capital costs. The Utility Rate Working Group continues to monitor the fund balance as it relates to the Sanitation Fund. At this time, any potential increases would be associated with the upcoming refuse contract, which would take place during the 2024 calendar year.

7-6.2 Finance Department reporting monthly on the fund.

7-6.3 A proposed rate increase for both Trash and Sanitation fees has been proposed in the 2019-2024 budget book. The rate increases would be implemented incrementally from 2019 through 2022 to ensure the capital needs of the department are funded within the 5-year forecast.

Key Measurements:

7-6-M1 Balance of the Sanitation Fund as indicated in annual reports.

7-6-M2 Continue reporting monthly on the status of the Sanitation Fund.

7-6-M3 Refuse, recycling and yard waste issues. By reconfiguring the bulk refuse pickup process, the City was able to eliminate 10,000+ inquiries (either via email or phone) regarding bulk pickup. This change was mutually beneficial for both City Staff and our customers!

7-6-M4 Refuse diversion rate. See below table.

Year	Refuse (Tons)	Recycling (Tons)	Diversion Rate
2013	4,743	767	0.14
2014	3,420	1,097	0.24
2015	1,583	1,222	0.43
2016	5,526	1,280	0.19

2017	5,692	2,883	0.40
2018	5,288	3,820	0.42
2019	5,762	1,301	0.18
2020	7,297	1,473	0.17
2021	12,634	7,574	0.37

Key Result/Goal:
Enterprise Infrastructure:

Goal 7-7: Perform annual maintenance and capital improvements that increase the reliability and redundancy of the water distribution and wastewater collection systems. *(Public Service Department & Public Safety/Service Committee)*

West Fifth Street Waterline Replacement: This project replaced the aging cast iron water main along West Fifth Street from Maple St to Court St. The City has tried to replace the remaining cast-iron water lines on its water distribution network. These cast iron water mains have caused numerous maintenance issues in the past due to unexpected breaks and will continue to do so until they are all replaced. **Reliability**
Jerome Township Water Tower: **Redundancy**
Pump Station #2 Replacement: **Reliability**
Pump Station # 4: **Reliability**
Water Treatment Plant Offsite Utilities: **Redundancy**
Watkins Road Pump Station and Sanitary Sewer: **Reliability**

Key Action Steps:

7-7.1 Continue to replace cast iron water mains annually and maintain a priority list based on the number of breaks experienced in each area. Crews focused on two (2) water main replacement projects in 2021. Water main and service line replacements on Buckeye Street between 8th and 9th Streets, and Sycamore Street north of the railroad tracks. Both of these projects eliminated old problematic cast iron water mains. These old cast iron lines on our system have deteriorated over time and have a history of breaking at any given time, which would interrupt service to our water customers.
Crews responded to eight (8) water main breaks in 2021. Below are the statistics for the last several years. The decline in water main breaks can be attributed to the efforts put forth by the City to replace aging cast iron water mains within the distribution system.

7-7.2 Continue to perform water main leak surveys annually and immediately repair any issues found. This program continues to occur annually and repairs are made accordingly.

7-7.3 Continue to update the Advanced Metering Infrastructure (AMI) system and its components to reach full system capability.

7-7.4 Provide redundancy to the southern portion of the water distribution system. Construction of the new Jerome Township Water Tower (on Industrial Parkway, and currently visible from US 33) started in 2021. At this time, the entire concrete pedestal is completed and the steel assembly is ongoing. Painting will take place in the spring, with a final completion date scheduled for the fall of 2022.

7-7.5 Continue to clean and video the wastewater collection system and immediately repair any issues found. The City utilized software (Capital Predictor) to create a timeline for prescriptive rehabilitation methods for the aging sewers on our wastewater system. The ultimate benefit of this program relates to the timing of the improvements based on the sewer's age and creating an accurate City budget for these improvements. Completed over 1,200 work orders as detailed below:

- Responded to thirty (43) emergency sewage backup complaints with ninety (90) percent of these complaints being the responsibility of the homeowner to correct. All of these issues were quickly resolved and televised afterwards.

- In 2021, 369 taps and 35 private lateral repairs were completed. Six (6) of these taps included City right-of-way repairs.
- Relined 1,072' of 8" sanitary sewer from Buckeye and Mulberry Street between West 5th and 6th Streets.
- Chemically treated nearly two (2) miles of sanitary sewer for root control.
- Cleaned over a mile of sanitary sewer.
- Crews televised approximately five (5) miles of sanitary sewer.
- Performed lateral launch inspections totaling 1,694 feet
- Root cut over 1,600 feet of sanitary sewer.
- Repaired and or replaced thirteen (13) manhole castings in the road
- Flushed twenty-four (24) troubled areas monthly due to low flows in the sewer to prevent backups and or odor issues

7-7.6 Use the Wastewater Master Plan to identify limitations in the capacity of the wastewater collection system (i.e. under designed pump stations, undersized force mains, etc.) and prioritize improvements to address each issue. Please refer to Goal 7-2 for further clarification regarding projects indicated within the Wastewater Master Plan.

7-7.7 Use the Wastewater Master Plan to identify improvements that reduce the system's dependency on wastewater pump stations which are costly to operate/maintain and pose a risk to the reliability and redundancy of the wastewater collection system. Please refer to Goal 7-7 for further clarification regarding projects that increase the reliability and redundancy of the wastewater collection system.

Key Measurements:

7-7-M1 Annual reports on progress.

7-7-M2 Completed projects.

Strategic Priority 8: Communication and Branding

Key Result/Goal:

Communication with Citizens and Businesses:

Goal 8-1: Utilize the public communication survey conducted in 2020, to enhance communications to residents and businesses and to re-survey as needed. The end goal is to provide a public information outreach effort that informs them of City operations, accomplishments, and policies; and allows for citizen input on matters of importance. *(Administration and various Departments/Divisions as needed)*

Key Action Steps:

8-1.1 The Administration will utilize the results from the 2020 survey to manage how we communicate with our customers and to improve communications in the future. This may include an increase in appropriate budgets.
The survey was **completed** in 2020. No additional actions were taken in 2021.

8-1.2 HR conducted an internal communications survey of City employees in 2017. The results were "Excellent" and indicated that our employees view our internal communications very favorably. Given that response, we plan to check-in with employees and conduct the survey again in 2022.
The survey is planned for 2022.

8-1.3 The Administration will establish a full time Communications Director position in 2021 in order to realize goals under this priority. **Completed.**

8-1.4 Work with various colleges/high schools and bring in a Communications intern in the 2021-2022 timeframe to continue to enhance our communications capability. **Completed/ongoing**; the Communications Director has secured a college student intern for Summer of 2022.

8-1.5 Increase our budget (2021-2025) as required to enhance our use of social media and website platforms through the use of videos. This would include videoing events, the use of videos to better communicate projects and project updates to the citizens, and other public service announcements (PSAs). **Completed/ongoing**; funds have been allocated in the 2022 budget for the production of five promo/educational videos. We will assess at the end of the year and consider adding more in the future.

8-1.6 The Administration will explore professional approaches to streaming City Council meetings to our citizens (2021). **Completed**, October 2021 we implemented streaming software (Swagit Productions, LLC) that allows for citizens to watch City Council meetings live or via archived recordings.

8-1.7 The 2020 Citizens Services Survey indicated less than favorable ratings for Marysville as a place to retire. The Communications Director and the Union County-Marysville Economic Development Partnership will collaborate and research to identify improvement opportunities and possible communication strategies. The Communications Director will begin the process of working with ED staff in 2022.

Key Measurements:

8-1-M1 Results of the 2020 survey and any future surveys. Results were provided to City Council in 2021.

Key Result/Goal:

Communication between Council, City Manager and all Employees:

Goal 8-2: Utilize proper communication channels, adhering to all applicable laws, and focus on proactive communication for the efficient management of our City. *(Administration and various departments/divisions as needed)*

Key Action Steps:

8-2.1 The Administration provides weekly and annual reports to Council. **Completed/ongoing**.

8-2.2 The Mayor attends staff meetings that are held on Council meeting days to help prepare. **Completed/ongoing**.

8-2.3 The Administration takes appropriate items through the Council Mayor to Council and/or through a Committee Chair to a Committee meeting. **Completed/ongoing**.

8-2.4 Council and City staff will continue to hold Council Work Sessions to help foster communication. **Completed/ongoing**.

8-2.5 The City Manager, at a minimum, will continue to set aside a day in August to tour all facilities and discuss issues with managers. The August time frame is in concert with the budget process cycle. The HR Director will take notes and assist in following up on appropriate issues that are raised. **Completed**. After cancelling this in 2020 due to the pandemic, these were completed in 2021.These walks were initially started with a safety focus, to align with OSHA's National Safety Day. We have found that the meetings are far more valuable with a focus on this specific strategic goal of communication. We now refer to these as, "*Terry-Talks*." These give department/division heads an opportunity to sit and talk with our City Manager about any subject they want. We are now going to schedule these twice a year starting in 2022.

8-2.6 When filling the Finance Director, Public Service Director, Police Chief and Fire Chief positions (requiring City Council confirmation for appointments in accordance with the charter), the Administration will coordinate a "meet the final candidate" session with City Council. The meeting will consist of the President and Vice-President of Council, with the third member being the Finance Committee Chair (for the Finance Director opening) and the Public Safety/Public Service Chair for the other three positions. The meeting will take place before Council plans to vote to confirm the appointments. (Note: any Council member may request from Human Resources the resume of any candidate requiring Council ratification.)
The only applicable position filled in 2021 under this step was Police Chief. The Police Chief was hired from within and it was determined a "meet the candidate night" was not necessary.

Key Measurements:

8-2M1 Submission of weekly and annual reports. **Completed.**

8-2M2 State of the City Address. **Completed.**

8-2M3 Meeting minutes (Council, Committees, NW 33 Innovation Corridor COG and UCCOG). **Completed.**

8-2M4 Number of City Manager on-site visits (Action Step 9-2.5). Eight (8)

Key Result/Goal:

City Branding:

Goal 8-3: The City will continue to use our single branded approach to signs, asset identification (i.e., logo on City fleet), and correspondence with our templated logo, and look for other ways to identify who we are, in all that we do. *(Administration and various departments/divisions as needed)*

Key Action Steps:

8-3.1 The City updated 12 park entrance signs from 2016-2020. In 2021, we plan for the replacement of the entrance signs at Eljer Park. This completes the work to update the entrance signs for all City parks to the new design. The City may install supplemental entrance signs in the years ahead and will also continue to monitor the condition of all previously installed signs. The City continues to upgrade signage for public facilities throughout the City. The Eljer Park signage is projected to be completed in 2022.

8-3.2 All written documents and email will be templated with the City brand. **Ongoing**; the Communications Director plans to format City document templates (i.e. letterhead, email signature lines, meeting notices) to ensure we are brand consistent.

8-3.3 Maintain consistent branding of logo on fleet. **Completed/ongoing**.

8-3.4 Maintain consistent branding on water towers. **Completed/ongoing**.

8-3.5 Continue to utilize the City flag to enhance community spirit and symbolize City pride. It will continue to be flown in front of city facilities and parks. Incorporate the City flag into ceremonies, State-of-the-City and other official events. **Completed/ongoing**. In addition, we gift City flags to retiring employees. The flags are presented to employees with their years of service embroidered on the flag.

8-3.6 Utilize professional, standardized-logo employee clothing, pre-approved by the Administration. **Completed**.

8-3.7 The City will form a committee in 2021 that is made up of two Council members, a member of the Planning Commission and key executive staff, to reexamine the City motto, "Where the Grass is Greener". That committee will ensure our motto embraces our history, but also provides vision into our future. We will begin working on this in 2022.

Key Measurements:

8-3M1 Number of park signs updated annually.

Strategic Priority 9: Quality Customer Service

Key Result/Goal:
Identify Customer Expectations:

Goal 9-1: The Administration will continue utilizing the bi-annual (every two years) Citizen Service Survey (due again in 2022) to obtain citizen feedback and their guidance regarding our City services. *(Administration & Department/Divisions as required)*

Implementation of Online Permitting: The Planning and Zoning Staff implemented the online permitting portal through our iWorqs vendor. The zoning permit applications were released first with the general and boards & commission applications to be released in 2022. Staff will continue to promote this service with all customers desiring to obtain a permit from the City.

Key Action Steps:

9-1.1 Continue utilizing input from each department/division to improve the survey in future years. The survey was completed in 2020. The survey is schedule for 2022.

9-1.2 The first survey was deployed October-November 2020. We will study the results and consider the sample size, and possibly adjust the time of year to obtain the best sampling. The idea is to default that time of year for future, recurring, bi-annual surveys. The sample size was 1,003. This was twice our minimal goal. We have no plans to change the process in 2022.

9-1.3 Continue to monitor the best possible delivery methods to obtain the largest sample that seeks to gain input from all wards; all areas of the City. The sample size was 1,003. This was twice our minimal goal. We have no plans to change the process in 2022.

9-1.4 Management will utilize the survey results to help guide their use of resources and to help them lead their workforce to continuously improve processes. Survey results will help drive budget and workforce requests. The survey results were considered during workforce planning and the Personnel Budget Request (PBR) processes.

9-1.5 In 2021, the development of the specific performance factor of "Customer Service" for each employee performance evaluation. The Citizen Survey will help to define employee performance management ratings. We have not yet developed the single factor of "Customer Service;" however, Quality Customer Service is a core value rated on each evaluation. We will explore separating out this one factor in 2022.

Key Measurements:

9-1-M1 The report on the bi-annual survey results. Provided to Council in 2021.
9-1-M2 The sample rate of the survey. The minimum goal is 500. We had 1,003 respond to the first survey.
9-1-M3 Employee performance management "Customer Service" ratings. Restated, we are measuring customer service under the core value factor.

Key Result/Goal:
Workforce Management:

Goal 9-2: Utilize the Strategic Workforce Plan (SWP) to prioritize and project future workforce requirements and use the annual budget process/personnel budget requests (PBR) to maintain the necessary staff to provide quality services. *(Human Resources, Finance Department & Finance Committee)*

Key Action Steps:

9-2.1 An annual Human Resources (HR) review of the SWP with department/division managers, updating as needed and include the SWP in the annual fiscal budget package to Council.
Completed in 2021 and provided to Council in the fiscal budget package.

9-2.2 The Administration will annually submit the budget and prioritized PBRs (when applicable) linking workforce needs to this strategic plan, the customer surveys, and/or some form of data or metrics regarding service impact.

Completed. The FY2021 PBR process (completed in late 2020) was suspended due to the potential financial impact of the pandemic. As our finances were realized and the pandemic became far more 1manageable, we went back to the process in 2021. There were 8 initial 2020 PBRs that were updated, reviewed, and processed. All were eventually approved. There were an additional 16 that HR helped process in the mid-year review that led to 7 being approved. Finally, the 2022 process required the creation of 13 more PBRs, of which 9 were approved.

9-2.3 Managers will ensure they utilize sound successor planning in the SWP process to ensure we maintain qualified staff and continuity of services. The annual HR SWP review will include a successor planning review to include projected retirements.

Completed during the SWP review. We continue to accent the need for successor planning in all areas.

9-2.4 The annual fiscal budget is established well before the start of each calendar year. City income tax is generally collected through April 15. In May of each year and based on the fiscal health of the City, the Administration may bring PBR requests projected and yet unfunded for that year, to the May Finance Committee meeting. This process creates a second review of the merits of the PBR in light of the City's financial abilities.

Completed. There were an additional 16 PBRs that HR helped process in the mid-year review that led to 7 being approved.

9-2.5 The City values the current workforce and mentors, coaches and otherwise trains the workforce for future challenges; a focus on "promote-from-within."

We had a record 16 internal hires in 2021. This is 8.3 above our 10-year average. Since 2017 (when this Strategic Plan action step went in place) our 2016 10-year average number of internal hires was 3.3 and it is now at 7.7. The total dues, conference and training historical budgets are shown in the below table.

Key Measurements:

9-2-M1 Track annual expenditures for new workforce requests, calculate this expenditure as a percentage of our total budget, and then trend this data over time. This data will set expectations for future growth.

HR has been tracked this data since 2017.

2017-2022 Projected Personnel Budget Request (PBR) – Cost Summary

Table 1: Historical Summary

	Requested Positions			Approved Positions			Approved Payroll Impact		
Year	# of Postions Requested	Base Wage	*Total Costs	# of Postions Approved	Base Wage	*Total Costs	BWC Reported Payroll	% of Payroll Approved (Base Wage)	% Payroll Increase Yr to Yr
2017	10	$ 518,389	$ 848,820	8	$ 386,949	$ 633,505	$ 11,603,712	3.33%	8%
2018	14	$ 389,380	$ 665,195	12	$ 214,613	$ 363,534	$ 12,651,638	1.70%	9%
2019	14	$ 669,170	$ 1,161,990	8	$ 319,103	$ 557,085	$ 13,260,902	2.41%	4.80%
2020	12	$ 438,113	$ 861,800	4	$ 126,987	$ 230,588	$ 13,955,693	0.91%	5.20%
2021	22	$ 1,080,023	$ 1,811,937	15	$ 363,355	$ 657,500	$ 14,692,746	2.47%	5.28%
2022	15	$ 743,250	$ 1,370,826	9	$ 448,499	$ 816,566	$ 15,096,796	2.97%	2.75%
	15		*Averages:*	9	$ 309,918	$ 543,130	*Average Increase:*	*2.30%*	

*2022 BWC are estimated based on 2.75% increase

9-2-M2 Track the total number of annual internal hires as part of a promote-from-within culture.

We had a record 16 internal hires in 2021.

Goal 9-3: Provide customer service employee orientations and periodically train employees to provide quality customer service. *(Human Resources in association with Departments and Divisions)*

Key Action Steps:

9-3.1 Human Resources provides employee orientations with a heavy focus on quality customer service.

Completed as HR conducted employee orientations for all new employees in 2021. HR documents the orientations on the in-processing checklists and files in employee personnel records. Because we have seen

evidence to suggest that seasoned employees (been here for over than 10 years) may not have the same awareness of City policy, HR has implemented a monthly email program entitled "Monthly Policy Review," to reacquaint all with policy.

9-3.2 Human Resources coordinates and budgets for continued customer service training and assists areas in professional development.
HR created an ancillary training system to track valuable training that otherwise can fall through the cracks. The training topics covered in this program are; City Policy review, Interviewing, Evaluation Process, Harassment, Violence in the Workplace, Customer Service, Ethics, Network Security, Leadership Development, Public Records/Sunshine Law, Diversity, Time Management, Network Security and Geographic Information Systems (GIS). The first year in this program resulted in 1,204 competed training events out of a total of 2,027 (59% trained). This was all done on a very small budget. HR projects we will have to increase our training line drastically in 2023, or perhaps come back for more funds in 2022.

9-3.3 The Finance Department will continue to review and update (as needed) their policy and procedure manual designed to help ensure quality customer service at the City Hall/Customer Service Center.
The City's Utility and Tax Divisional staff interact with citizens every day and are consistently lauded for their work by those same citizens or management. The staff are meeting the goals set by the administration and Council through constant attention to quality customer service.

Key Measurements:

9-3-M1 Record/document the completion of the employee orientation and other recurring training events. **Completed.**

Goal 9-4: Ensure we have the best possibly trained staff to meet the needs of our customers. *(Human Resources in association with Departments and Divisions)*

Key Action Steps:

9-4.1 Each department/division manager budgets for the necessary funding to train their workforce. **Completed**, see below table.

Year	2021	2020	2019	2018	2017	2016	2015	2014
Total Budget	$211,500	$213,050	$207,124	$165,783	$153,420	$151,173	$151,739	$124,758
Avg $ Per Employee	$1,047	$1,065	$1,046	$877	$816	$849	$852	$717
Increase per Employee	($17.97)	$19	$168	$61	($33.22)	($3.82)	$135	$83

9-4.2 Each department/division managers includes a category of "training" status in their annual reports. **Completed** for HR; contained in our annual report.

9-4.3 HR will manage, track and promote the scheduling and completion of city-wide annual safety training and ancillary training. Ancillary training, at a minimum, will consist of; sexual harassment, violence in the workplace, diversity, ethics, IT network security and Geographic Information Systems (GIS). **Completed.**

Key Measurements:

9-4-M1 Track the total City funding for dues, conferences and training in the annual fiscal budget. **Completed.**

9-4-M2 Track completion of annual safety and ancillary training. **Completed.**

Key Result/Goal:

Asset Management:

Goal 9-5: Properly maintain equipment and properly train employees to extend the useful life of all assets. *(Departments and Divisions)*

Key Action Steps:

9-5.1 Continued use of iWorQ Systems Facility Maintenance software to track facility assets and preventative maintenance tasks.

9-5.2 Utilize policy and procedures to ensure proper use of all assets.

Key Measurements:

9-5-M1 Asset life of equipment to be replaced, compared to projected or standard lifecycle of that asset.

Goal 9-6: Utilize the reserve budget and capital improvement processes to efficiently replace assets, while planning for the unexpected, and modifying as needed/required. *(Administration, Departments and Divisions & Finance Committee)*

Key Action Steps:

9-6.1 Annually apply departmental/divisional equipment replacement plans to efficiently prioritize the use of the reserve budget and capital improvement funds.
The Information Technology (IT) Department budgets annually for the network and desktop equipment replacement for aging or "end of life" equipment.

9-6.2 Ensure all assets have proper insurance coverage. A review/analysis was **completed** in 2021 with our Public Entity Pool (PEP) insurance agent.

9-6.3 Update the Emergency Operation Plan (EOP) dated June 2016 to ensure the protection of assets. The EOP was to be updated in 2020. With the COVID-19 pandemic, we delayed this review and subsequent table-top exercises. We now project a critical update of the EOP in late 2021 (after a hopeful end of the pandemic). This will be followed by a table-top exercise/review. We will then review and update the EOP every two years (starting 2023) to be ready for emergency situations.
Due to the pandemic, this has now been delayed for two years and is projected for 2022.

9-6.4 Annual rotation of computer (IT) hardware and software equipment. Hardware - all IT equipment has a shelf life determined by the computer hardware industry and user communities. Software - network and desktop software is mainly driven by the network's hardware operating system (OS). All programmed/scheduled IT hardware replaces completed in 2021. Close circuit television (CCTV) assets were upgraded in accordance with life-cycle schedule, in 2021. Appropriate software upgrades were all completed in 2021.

Key Measurements:

9-6-M1 Capital Improvement Plan

9-6-M2 Reserve Budget

Key Result/Goal:

Internal Customer Satisfaction:

Goal 9-7: The City will provide sound employee safety and wellness policies and quality programs to help create the safest work environment possible and provide a path to the healthiest possible lifestyle. *(Administration & Human Resources)*

Key Action Steps:

9-7.1 Support a vibrant, active wellness committee (the Well Pointe team) and provide a challenging, incentive-based/outcome-based wellness program.
Completed in 2021. The Well Pontes committee met two times. We completed several Wellness challenges including the Spring Slim-down. We also completed our Well Points incentive-based program in 2021.

9-7.2 Provide the necessary safety programs, safety training and an engaged Safety Action Team (SAT), to reduce or eliminate work-related injuries.
Completed in 2021. The Safety Programs were reviewed. HR coordinated 1,756 (87% completion rate) safety training related tasks. These are tracked on our Training Task Table. HR held four SAT meetings, sent our Monthly Safety Trend Reports and four Quarterly Incident Reports (QIR) summarizing all

incidents/accidents and providing dozens of safety prevention tips. We had just 8 BWC claims; an excellent year.

Key Measurements:

9-7-M1 Annual wellness program statistics and insurance usage reports. **Completed** and contained in the annual report.

Goal 9-8: The City will provide a competitive wage and benefit package that also seeks to be fiscally sound. *(Administration, Finance Department, Finance Committee & Human Resources)*

Key Action Steps:

9-8.1 HR will conduct wage and benefit studies of comparable cities as necessary to maintain a fact-based comparable wage and benefit package.
By Policy 415, the minimum requirement for these studies is every five years. Our last internally generated survey was accomplished in 2016. We completed our survey in 2021. We had 15 comparable cities participate. HR provided several wage/salary recommendations to City Administration/Finance and each were approved and projected to be implemented in 2022. The annual Ohio Municipal League (OML) wage survey was again cancelled due to COVID.

9-8.2 HR will provide assistance/guidance to managers in applying the provisions of our merit-based incentive programs.
Completed with no issues to note. The Administration/Finance approved the merit-raise for the executive staff. This is just the second time in 10 years we have done so. This single action helps us remain competitive regarding our entire exempt/executive staff.

9-8.3 HR will professionally manage the City's insurance programs to ensure we provide our employees and their families the best possible care, for the best possible cost.
Completed. A review of our annual report will show the outstanding customer support, plan design monitoring, and wellness efforts. The City moved to a self-funded consortium called the Jefferson Health Plan (JHP) in mid-2019. We continued with JHP in 2021. HR's hard work on our Wellness program resulted in the 2021 Healthy Worksite **Silver** Level Award from the Health Action Council of Ohio. This was the third year in-a-row the City earned this award. Despite all this, our employee/family usage continues to be alarming. We are now looking at a cost increase of nearly $1 million dollars in 2022. HR has already made two plan design changes over the past two (2) years. We have plans to continue working the plan design to combat these increases.

Key Measurements:

9-8-M1 Annual insurance usage reports. **Completed** and contained in the annual report.

9-8-M2 Wage and benefit studies as required. **Completed** in 2021 and available in HR.

Goal 9-9: The City will provide a focus on improving employee morale and promote a culture where employees are valued. *(Administration & Human Resources)*

Key Action Steps:

9-9.1 Support a vibrant, active wellness committee (the Well Pointe team) and provide a challenging, incentive-based/outcome-based wellness program.
Completed.

9-9.2 The Administration will hold an annual employee appreciation breakfast or lunch and two annual health and benefit fairs.
We held both the employee breakfast and the holiday lunch. Both were very well attended. We only had one health/benefit fair; again due to COVID

9-9.3 The Administration and the Recreation and Events Manager will connect employees and their families to annual City events through internal marketing. This includes Uptown events, the use of our City pool and park system.

9-9.4 HR will conduct an annual employee-morale/engagement survey, provide the results to the executive team, and help implement improvements as required.
HR **completed** the City's third Employee Morale/Engagement Survey in 2021. We had an incredible 152 employees complete the survey. The survey continues to give us informative results and trends from the first two surveys. Morale and engagement were again rated excellent and has improved since 2019, thanks to several initiatives the Administration/HR team put in place.

Key Measurements:
9-9-M1 Results of the annual employee survey. **Completed** in 2021 and available in HR.

Goal 9-10: The City will seek to partner with the community and promote a citizen "Volunteerism" culture as a way of improving quality services and enhancing the citizen's involvement and experience in City government. *(Administration, Departments/Divisions & Human Resources)*

This goal and action steps are planned for 2022.

Key Action Steps:
9-10.1 HR starts working with each department/division in January 2022 to establish an annual list of volunteer events.
9-10.2 HR applies risk management, liability consideration to all listed events to ensure the experience is safe.
9-10.3 HR works with the Administration and all applicable areas, to market the opportunities throughout the community and to foster a spirit of "Volunteerism."
9-10.4 Each area will look for ways to incentivize Volunteerism, such as; recognition or awards at public events, and possible city-fringe benefits.

Key Measurements:
9-10-M1 Track the number of voluntary events and the number of volunteers for each.

Terry Emery

RESOLUTION _____

TO AUTHORIZE THE CITY MANAGER ON BEHALF OF THE CITY OF MARYSVILLE TO ENTER INTO THE CAPITAL IMPROVEMENT COMMUNITY PARK, RECREATION/CONSERVATION PROJECT PASS THROUGH GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES

WHEREAS, Senate Bill No. 310, the 133rd General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars ($500,000.00) to grant the City of Marysville to pay for the costs associated with the construction of a park and recreation or conservation facility, more fully described as the 'Jim Simmons Trail Reservoir Trail'; and

WHEREAS, In order to access the funds available through the Capital Improvement Community Park, Recreation/Conservation Project Pass Through Grant Agreement with the Ohio Department of Natural Resources, the City of Marysville shall enter into this Agreement, which is attached and incorporated herein as Exhibit A; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Manager is hereby authorized, on behalf of the City of Marysville, to enter into the Capital Improvement Community Park, Recreation/Conservation Project Pass Through Grant Agreement with the Ohio Department of Natural Resources.

One Reading Only _____ _____

Passed: _____ MAYOR/PRESIDENT OF COUNCIL

APPROVED AS TO FORM: ATTEST:

_____ _____

Law Director Date _____ CLERK OF COUNCIL

Capital Improvement Community Park, Recreation/Conservation Project
Pass Through Grant Agreement
Ohio Department of Natural Resources

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("ORC") and Senate Bill No. 310, 133rd General Assembly of the State of Ohio and the City of Marysville, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Program Manager
Email: teresa.goodridge@dnr.ohio.gov

(b) with respect to the Project Grantee:

City of Marysville
209 South Main Street
Marysville, Ohio 43040

Attn: City Engineer
Email: khoyng@marysvilleohio.org

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to Senate Bill No. 310, the 133rd General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars ($500,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'Jim Simmons Trail Reservoir Trail', (hereinafter referred to as "Project"). Furthermore, $10,000.00 of the total Project appropriations will be used by the ODNR for the administration of the Project. The Project reference number is **UNIO-003C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under ORC section 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described, or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds;

NOW THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Senate Bill No. 310 of the 133rd General Assembly, the parties hereto covenant and agree as follows:

1. FUNDING AMOUNT. ODNR agrees to provide the Grantee Four Hundred Ninety Thousand Dollars ($490,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Ten Thousand Dollars ($10,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Four Hundred Ninety Thousand Dollars ($490,000.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of ORC Section 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.

2. PROJECT DESCRIPTION. The Grantee shall use the grant funds for 'Jim Simmons Trail Reservoir Trail', a project to construct trail connector bridge over Mill Creek in Marysville, OH, all as more fully described in Exhibit A attached hereto.

3. EFFECTIVE AND TERMINATION DATES. This Agreement commences on the date that it is approved by ODNR(the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2022.

4. NO RESTRICTIONS OF RECORD. Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). Grantee represents that it is the fee simple owner, or has a lease, exclusive easement or cooperative use agreement with a term longer than the Term hereof, on the Property and that the

only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map. Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park and recreation or conservation facility.

5. CONSTRUCTION SERVICES. Grantee represents that it will contract for all construction services for the Project and will provide construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

6. OPERATION, MAINTENANCE, AND UPKEEP. Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").

7. REMITTANCES. If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

8. COPY WITH REMITTANCE. Any such remittance pursuant to Section 7 above shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

9. CONVEYANCE OF INTEREST IN PROJECT TO ODNR. As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall be in effect during the Term of this Agreement. Grantee hereby

acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. PROHIBITION AGAINST DISPOSITION. Grantee shall not dispose of all or any part of the Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

11. LIABILITY; WAIVER OF LIABILITY. Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of the Property or any future condition, construction, operation, maintenance or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

12. INSURANCE. Unless otherwise agreed by ODNR, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including, casualty insurance, and if applicable, professional liability insurance and builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and casualty insurance above, Grantee may name ODNR,

OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements, set forth herein.

13. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. PUBLIC FUNDS COMPLIANCE. Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with ORC Chapter 135.

15. REPORTS AND RECORDS. Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

16. RESTRICTIONS ON EXPENDITURES. Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.

17. DETERMINATION OF INELIGIBILITY. If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

18. NO FINDING FOR RECOVERY. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under ORC Section 9.24, or that it has taken appropriate

remedial steps required under ORC Section 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. REAL PROPERTY ACQUISITION. All appropriations of real property for the Project by Grantee shall be made pursuant to ORC Sections 163.01 to 163.22, except as otherwise provided in ORC Chapter 163.

20. PREVAILING WAGE. Except as provided in ORC Section 4115.04, moneys appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in ORC Section 4115.04.

21. PROJECT NONDISCRIMINATION. Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

22. EMPLOYMENT NONDISCRIMINATION; AFFIRMATIVE ACTION. If Grantee is a department, office or institution of the state, or a political subdivision of the state, every contract entered into by Grantee shall contain provisions by which the contractor agrees to both of the following.

> (A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
>
> (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, national origin or ancestry.

If Grantee is a department, office or institution of the state or a political subdivision of the state, it shall require any contractor from whom it makes a purchase to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

Whether or not Grantee is department, office or institution of the state or a political subdivision of the state, it shall provide for an affirmative action program for the Project for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the ORC, national origin, or ancestry.

Grantee shall comply with the requirements of Sections125.111 and 153.59 of the ORC and Chapter 123:2-3 of the Ohio Administrative Code, as applicable.

23. ODNR RIGHT TO TERMINATE. ODNR reserves the right to terminate this Agreement and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

24. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and ORC Chapter 154 and all other laws that apply to expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to

consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. CAMPAIGN CONTRIBUTIONS Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13..

26. EQUAL OPPORTUNITY COMPLIANCE. If Grantee is a political subdivision, Grantee shall comply with the requirements of ORC 125.111 for all contracts for purchases under the Project.

27. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

28. ETHICS CERTIFICATION. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

29. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

30. EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES. Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement and the Project. Notwithstanding any other terms of this Agreement, ONDR reserves the right to recover any funds paid for services the Grantee obtains outside of the United States for which it does not receive a waiver. ODNR does not waive any other rights and remedies provided ODNR in this Agreement.

31. MISCELLANEOUS.

a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.

d. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

e. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

f. Execution. This Agreement is not binding upon ODNR unless executed in full.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

h. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to ORC Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

32. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

33. OPEN TRADE: Pursuant to ORC Section 9.76 (B) Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

FOR THE GRANTEE:

_____

Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

_____

Mary Mertz

Director

Ohio Department of Natural Resources

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **UNIO-003C**

I, _____ [name and title], acting as attorney for the City of Marysville ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ____ has _____ has not* been authorized by the governing body of Grantee or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked, please indicate the reason. _____

_____

_____

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____
_____
_____

Registration Number _____

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-11 comprise the '**Project Information Package**'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3 -11 (only) to the address below. This is the first step in the project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

[X] **BASIC INFORMATION**

1. Awarded Project Sponsor: City of Marysville, Ohio

2. Sponsor's Address, including zip code:

   City of Marysville, Ohio
   209 South Main Street
   Marysville, Ohio 43040

3. Tax Identification Number: 31-6400719

4. Telephone Number: (614) 645-7350

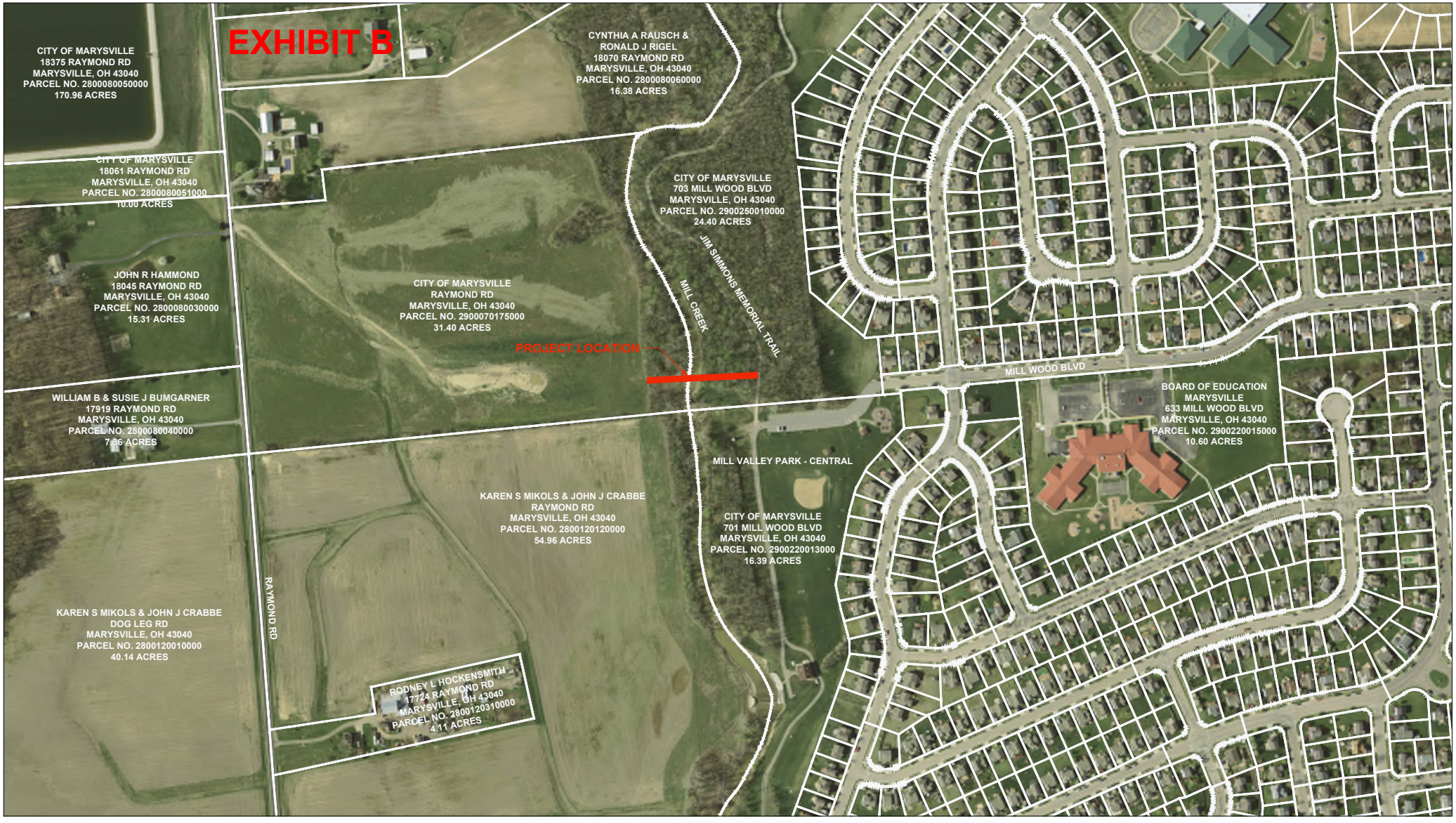
5. Contact Person & Title: Kyle Hoyng

6. Email: khoyng@marysvilleohio.org

7. Telephone Number: (614) 645-7358

8. Brief Description of Project:

   This project creates a connection from the Jim Simmons Trail to the City's Reservoir Park Trail by providing a pedestrian bridge over Mill Creek, a crosswalk at Raymond Road, and a 10 foot wide shared use path connecting the two trail systems.



0' 150'
SCALE: 1" = 150'

PROPERTY MAP EXHIBIT

JIM SIMMONS TRAIL PREFABRICATED PEDESTRIAN BRIDGE OVER MILL CREEK
CITY OF MARYSVILLE

KYLE HOYNG, PE, MARYSVILLE CITY ENGINEER DATE

AMERICAN STRUCTUREPOINT INC.

Terry Emery

RESOLUTION _____

TO SUPPORT AN APPLICATION FOR OHIO BROWNFIELD REMEDIATION PROGRAM FUNDING FOR THE DEMOLITION OF VACANT BUILDINGS AT 401 EAST FIFTH STREET

WHEREAS, the Ohio Department of Development launched a Brownfield Remediation Program in late 2021, providing nearly $350 million to assist in the remediation of hazardous substances at industrial, commercial, or institutional properties; and

WHEREAS, the redevelopment of the vacant, former Swifty gas station at 401 East Fifth Street is complicated by the presence of underground abandoned gas storage tanks and potentially contaminated soils due to the previous business use; and

WHEREAS, the owner of the former Swifty gas station property, has agreed to provide access to demolish the vacant buildings, remove tanks, and remove the concrete and asphalt; and

WHEREAS, the City, as the "subrecipient" to the grant funding, shall initially fund the cost for the remediation and demolition and shall be reimbursed by the Union County Land Reutilization Corporation, which, as the "recipient," shall directly receive the funding from the Ohio Brownfield Remediation Program; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The Council of the City of Marysville, Ohio, hereby expresses its support for the application for Ohio Brownfield Remediation Program funding for the remediation and demolition of vacant building at 401 East Fifth Street and encourages the Ohio Department of Development to award such grant funding for such laudable purposes.

SECTION II. The City Manager is hereby authorized to enter into a reimbursement grant agreement with the Ohio Department of Development in order to obtain Ohio Brownfield Remediation Program funding.

SECTION III. The City, as the "subrecipient" to the grant funding, shall initially fund the cost (up to $310,000) for the remediation and demolition and shall be reimbursed by the Union County Land Reutilization Corporation, which, as the "recipient," shall directly receive the funding from the Ohio Brownfield Remediation Program.

1st READING _____

2nd READING _____

3rd READING _____

Passed: _____

APPROVED AS TO FORM:

_____

Law Director Date _____

_____

MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____

CLERK OF COUNCIL

Henk Berbee
Alan Seymour
Aaron Carpenter
Terry Emery

RESOLUTION _____

TO AUTHORIZE PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022 AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Marysville (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

WHEREAS, the Political Subdivision's electronic order of fifteen hundred (1,500) tons of Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29, 2022 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; now, therefore;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

Section I. The City Manager of Marysville, Ohio is hereby granted authority in the name of the City of Marysville to participate in the agreement for the ODOT winter road salt contract; funding has been authorized; and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

Section II. In order to maintain safe roads for citizens and participate in the ODOT Winter Salt Contract for the upcoming winter, the Resolution needs to be effective and submitted to ODOT no later than April 29, 2022. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the citizens of the City, and as such, this resolution shall take effect and be in force immediately upon its adoption.

1st READING _____

2nd READING _____

3rd READING _____

Passed: _____

APPROVED AS TO FORM:

_____

Law Director Date _____

_____

MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____

CLERK OF COUNCIL

_____

EMERGENCY CLAUSE

Terry Emery

ORDINANCE _____

TO AUTHORIZE AND APPROVE A COOPERATIVE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MARYSVILLE AND JEROME TOWNSHIP TO PROVIDE A FRAMEWORK FOR THE ESTABLISHMENT OF ONE OR MORE JOINT ECONOMIC DEVELOPMENT DISTRICTS FOR THE PURPOSE OF CREATING AND PRESERVING JOBS; AND THEREBY REPEALING RESOLUTION 24-19 AND APPROVING RELATED MATTERS

WHEREAS, the City of Marysville, Ohio (the "City") has determined to promote the economic and commercial growth of the City; and

WHEREAS, Ohio Revised Code ("ORC") Section 9.482 authorizes contracts for services between political subdivisions, and ORC Chapter 715 empowers municipal corporations and townships to establish a joint economic development district, or "JEDD", for the purposes of facilitating economic development by means of, among other things, providing for appropriate infrastructure and public services to support such growth and establishing an income tax to pay the costs thereof; and

WHEREAS, the City and the Township of Jerome, Union County, Ohio (the "Township") seek a collaborative approach to fostering and supporting business growth in their communities and have determined to pursue the creation of one or more JEDDs within the territorial boundaries of the Township; and

WHEREAS, the City and the Township have negotiated and intend to enter that certain Cooperative Development Agreement, a copy of which is on file with the Clerk of Council, wherein the City and the Township each agree to a framework for the establishment of one or more JEDDs within certain real property located within the territorial boundaries of the Township; and

WHEREAS, the City previously approved a version of that certain Cooperative Development Agreement, pursuant to Resolution No. 24-19, on October 14, 2019. The City has determined to repeal Resolution No. 24-19, and approve this Ordinance in its place to reflect updated terms of the Cooperative Development Agreement as negotiated by City staff and approved herein; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Council hereby authorizes and directs the City Manager, on behalf of the City, to execute and deliver the Cooperative Development Agreement in the form presently on file with the Clerk of Council and is attached and incorporated herein as Exhibit A, with such changes as are not inconsistent with this Ordinance, not materially adverse to the City, and are approved by the City Manager, which approval shall be established conclusively by his signature thereon. The Cooperative Development Agreement shall be in such form as is acceptable to the City Manager and approved by the Law Director.

SECTION II. Council hereby authorizes the Finance Director, the Law Director, the City Manager, or other appropriate officers of the City, to prepare and sign all documents, instruments, and certifications, and to take all other actions, as may be necessary and appropriate to implement the transactions contemplated by the Cooperative Development Agreement and this Ordinance; provided, however, that additional Council approval shall be required prior to the approval of any joint economic development district or agreement with respect to the same established pursuant to the Cooperative Development Agreement.

SECTION III. Council hereby repeals Resolution No. 24-19.

SECTION IV. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council 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 Section 121.22 of the Ohio Revised Code.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

COOPERATIVE DEVELOPMENT AGREEMENT

This COOPERATIVE DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this [___] day of [___], 2022 by and between the CITY OF MARYSVILLE, OHIO (the "City"), a municipal corporation duly organized and validly existing under the laws of, and a political subdivision of, the State of Ohio (the "State") and having an address for purposes hereof at 209 South Main Street, Marysville, Ohio 43040 and JEROME TOWNSHIP, UNION COUNTY, OHIO (the "Township" and, together with the City, the "Cooperative Parties"), a political subdivision of the State and having an address for the purposes hereof at 9777 Industrial Parkway, Plain City, Ohio 43064.

RECITALS

WHEREAS, the Cooperative Parties, which are neighboring communities in Union County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities throughout Union County, thereby improving the economic welfare of the residents of the City, the Township, and the State of Ohio (the "State") as a whole; and

WHEREAS, the Cooperative Parties seek a collaborative approach to fostering and supporting business growth in their communities, including specifically growth that is anticipated to occur in certain real property located within the territorial boundaries of the Township and depicted on Exhibit A hereto (the "Cooperative District"); and

WHEREAS, Ohio Revised Code ("ORC") Section 9.482 authorizes contracts for services between political subdivisions, and ORC Chapter 715 empowers municipal corporations and townships to establish a joint economic development district, or "JEDD", for the purposes of facilitating economic development by means of, among other things, providing for appropriate infrastructure and public services to support such growth and establishing an income tax to pay the costs thereof; and

WHEREAS, the Cooperative Parties have determined to pursue the creation of a JEDD with respect to the Cooperative District pursuant to the terms hereof and will, to that end, enter into an agreement creating and governing the JEDD according to the terms set forth in Exhibit B; and

WHEREAS, the legislative authorities of the City and the Township each have approved, authorized and directed the City and the Township, respectively, to make and enter into this Agreement by and through their respective officers in accordance with Ordinance No. [___], adopted by the City on [___], 2022, and Resolution No. [___], enacted by the Township on [___], 2022.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Township hereby agree as follows:

Section 1. Term.

(a) This Agreement shall be and remain in full force and effect from the date hereof and until [___], 2072 (the "Initial Term"), at which time, unless otherwise terminated by either or both of the Cooperative Parties, this Agreement automatically shall renew for two successive terms of twenty-five (25) years each (each, a "Renewal Term"); provided, however, that notwithstanding anything to the contrary herein, this Agreement shall automatically renew and remain in effect for a period of one or more Renewal Terms, as applicable, for so long as the JEDD Agreement, as defined herein, shall remain in effect. During the final year of the Initial Term and the final year of each Renewal Term, either of the Cooperative Parties may, by written notification to the other party following authorization by its legislative authority, cause this Agreement to terminate at the end of such term. The provision herein for the Initial Term of this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades.

(b) This Agreement may be terminated at any time by mutual consent of Cooperative Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the legislative actions of the Cooperative Parties that terminate this Agreement must occur and be effective within a period of ninety (90) days of each other.

Section 2. Covenants of the City and the Township.

(a) Territory. The Cooperative Parties hereby agree to the covenants of this Section 2 with respect to any parcel of real property located, either in whole or in part, within the Cooperative District, which would include any developable land, including but not limited to parcels identified by the commercial, industrial, manufacturing, business, and similar uses as identified in the Jerome Township Zoning Resolution, or any adopted supplement thereto. It is the intent of the Cooperative Parties that the territory of the Cooperative District, as depicted in Exhibit A, may be amended from time to time so that it conforms with Township rezoning and with modifications made to the Comprehensive Plan. An amendment to the territory of the Cooperative District requires written consent of the Township Board of Trustees and the Marysville City Manager or chief administrative officer. Any other amendment to the Agreement shall be made in accordance with Section 5(h) hereof.

(b) Water and Sewer Service. Throughout the term of this Agreement, the City will not provide or permit access to its municipal water and sewer services to any parcel of real property within the Cooperative District, unless and until the following conditions have occurred:

(i) Either: (A) the parcel has been added to the territory of the JEDD, as defined in Section 3 hereof, under the procedures set forth in either ORC Section 715.72 et

seq. relating to the establishment of the JEDD or ORC Section 715.72(L) relating to the expansion thereof; or (B) the parcel receives access to municipal water and sewer services provided by the City as of the date of this Agreement; and

Unless and until ORC Chapter 715 is amended to provide for the inclusion of residential property in a joint economic development district, this Section 2(b) shall not apply to any parcel of real property within the Cooperative District that is used for, or will upon improvement thereof be used for, residential purposes. The foregoing limitation shall not apply any residential properties within a "mixed-use development," as that term is defined in ORC Section 715.72(A)(9).

(c) Sewer. The Cooperative Parties shall cooperate in good faith and take all steps necessary to secure any amendments to the Union County-Marysville Water/Sewer Service Agreement as may be necessary to support the JEDD.

(d) Public Infrastructure Improvements. The Cooperative Parties shall collaborate through the JEDD with respect to capital improvements in the event that the Cooperative Parties determine that economic development in the territory of the JEDD (the "JEDD District") creates a demand for public infrastructure improvements serving the JEDD District or the area surrounding the JEDD District including, but not limited to, and solely upon joint agreement of the Cooperative Parties, paying costs of infrastructure improvements within the JEDD District or, upon joint agreement of the Cooperative Parties, otherwise benefitting the JEDD District, which infrastructure improvements may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting non-residential development within the JEDD District, but which infrastructure improvements, except as explicitly provided in the immediately following sentence herein, shall not include ordinary maintenance or repairs (collectively, the "Infrastructure Improvements"). During any fiscal year of the JEDD beginning on or after the twentieth anniversary of the effective date of the JEDD Agreement, the Board (as defined herein) may determine through its annual budget to reallocate up to twenty (20) percent of income tax revenue assigned to Infrastructure Improvements to pay costs of resurfacing or otherwise maintaining roadways within the JEDD District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate. In determining whether to pay the costs of roadway improvements, the JEDD shall prioritize improvements recommended by the Union County Thoroughfare Plan as amended from time to time, or traffic studies prepared in connection with proposed development within or in the vicinity of the JEDD District. The JEDD may deviate from the Union County Thoroughfare Plan upon the approval of the Cooperative Parties provided that a completed traffic study or other factors support the alternative improvements.

(e) Road Maintenance. Upon joint agreement of the Cooperative Parties, the Township may enter into a service agreement with Union County with respect to the maintenance and repair of dedicated and accepted Union County roads within the JEDD District, using the Union County Thoroughfare Plan or data from traffic studies whenever available to prioritize maintenance and repair projects.

Section 3. Terms of the JEDD.

(a) JEDD Agreement. The Cooperative Parties will take all steps necessary to create and enter into a joint economic development district agreement (the "JEDD Agreement") under ORC Section 715.72 in substantially the form attached hereto as Exhibit B, which JEDD Agreement shall contain the following terms and provisions:

(b) JEDD Board. The JEDD Agreement shall provide for the governance of the JEDD by a board (the "Board") appointed as follows, pursuant to ORC Section 715.72(P):

(i) The initial City member of the Board shall be the City Manager of the City, or a designee of the City Manager.

(ii) The initial Township member of the Board shall be a member of the Board of Township Trustees. Subject to any applicable restrictions in ORC Section 715.72(P), all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.

(iii) One member of the Board shall be a business owner or represent the business owners operating in the JEDD District, when applicable, and shall be appointed by the Township member described in Section 3(b)(ii).

(iv) One member of the Board shall be a representative of employees working in the JEDD District, when applicable, and shall be appointed by the City member described in Section 3(b)(i).

(v) The fifth member of the Board shall be the Union County Engineer.

Section 4. Power

(a) Territory. The JEDD District initially will include the first property or properties within the Cooperative District seeking access to the municipal water and sewer services of the City after the date hereof and satisfying the criteria of ORC Section 715.72(E), as the same may be amended from time to time. The Cooperative Parties will, from time to time and as necessary to accommodate proposed business development, cooperate with respect to additions of properties to the JEDD District under ORC Section 715.72(L), including where applicable and permitted under ORC Chapter 715 any properties located outside of the boundaries of the Cooperative District. For the avoidance of doubt, this Agreement shall not be interpreted to prohibit the Cooperative Parties from adding to the JEDD District a property outside of the Cooperative District or a property that does not meet the requirements of Section 2(b) hereof.

(b) Term. The JEDD Agreement shall have a term of fifty (50) years from its effective date and will automatically renew for two terms of twenty-five (25) years each, unless either party acts to prevent such renewal according to terms of the JEDD Agreement.

(c) Income Tax. The JEDD Agreement will provide for an income tax on income earned by persons working within the JEDD District and based on net profits of businesses located in the JEDD District at a rate equal to the income tax levied in the City at the time of the JEDD Agreement, subject to adjustment by the Board of Directors of the JEDD (the "JEDD Board") in the event of any change in the City income tax rate. The tax will be administered by the City, and its proceeds will be distributed as follows:

(i) To the JEDD Board, sixty percent (60%), including (A) fifty-five percent (55%) of total JEDD District income tax revenue for costs of Infrastructure Improvements; and (B) five percent (5%) for (i) JEDD Board administrative expenses, according to the annual budget approved by the JEDD Board including costs of marketing the District if so determined by the Board, and (ii) the balance after taking into account Board administrative expenses, for costs of Infrastructure Improvements.

(ii) To the City, twenty percent (20.0%), which includes payment to the City of three percent (3.0%) for its services in administering the JEDD income tax, which may be used for any lawful purpose; and

(iii) To the Township, twenty percent (20.0%), which may be used for any lawful purpose.

The foregoing allocations of income tax proceeds may be amended at any time by joint written agreement of the Contracting Parties pursuant to Section 5(h) hereof.

(d) City Contributions. The City will agree in the JEDD Agreement to provide the following services to the JEDD District: water and sewer service, collection of JEDD income tax, and services as fiscal officer to the JEDD, including administration of JEDD budgets and accounts.

(e) Township Contributions. The Township will agree in the JEDD Agreement to provide the following services to the JEDD District: all usual and customary governmental services furnished by the Township to other unincorporated portions of the Township, including but not limited to maintenance and repair of dedicated and accepted Township roads, police and fire protection, and zoning.

(f) Authority. The JEDD Agreement will authorize the JEDD Board, among other things and with the consent and agreement of the City, the Township and, where applicable, the County, to pay certain costs of such Infrastructure Improvements as may be necessary to support growth within the JEDD District.

(g) Incentives. Pursuant to ORC Section 715.72(U), throughout the term of the JEDD, each Contracting Party shall obtain the express written consent of the other Contracting Party prior to granting any tax exemption for any property in the JEDD District. The foregoing limitation shall apply solely to tax exemptions set forth in ORC Section 715.72(U), which

include exemptions established pursuant to ORC Chapter 1728 and ORC Sections 3735.67, 5709.62, 5709.63, and 5709.632, as applicable.

Section 4. Annexation Moratorium.

This Agreement shall be considered an Annexation Agreement pursuant to ORC Section 709.192. The City hereby agrees that, during the Initial Term or any Renewal Term of this Agreement, it shall not annex any real property within the Cooperative District. To the extent not prohibited by law, the City shall not accept any such annexation within the Cooperative District during the Initial Term or any Renewal Term of this Agreement.

Section 5. Other.

(a) Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the City:
209 South Main Street
Marysville, Ohio 43040
Attn: Law Director

If to the Township:
9777 Industrial Parkway
Plain City, Ohio 43064
Attn: Fiscal Officer

With copy simultaneously sent or delivered to:
Peter N. Griggs
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

(b) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Township, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Township. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(c) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(d) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

(e) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

(f) Further Actions. The Cooperative Parties agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

(g) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within sixty (60) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(h) Amendments and Modifications. Except as otherwise provided herein, this Agreement may be amended by the Cooperative Parties only in writing and only following formal legislative approval of such amendment by both the Township Board of Trustees and Marysville City Council.

(i) Subject to Appropriation. The financial obligations of the City and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under ORC Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the City and Township, respectively, under this Agreement shall, to the extent funds are then available, be under the continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be executed by their duly authorized officers as of [___], 2022.

TOWNSHIP OF JEROME,
UNION COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF MARYSVILLE, OHIO

By: _____
City Manager

Approved as to form and correctness:

_____
Tim Aslaner, Director of Law

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Marysville, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement have been lawfully appropriated by the City Council of the City of Marysville, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Fiscal Officer
City of Marysville, Ohio

Dated: [___], 2022

TOWNSHIP'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jerome Township, Union County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jerome Township, Union County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Fiscal Officer
Jerome Township, Union County, Ohio

Dated: [___], 2022

EXHIBIT A

MAP OF COOPERATIVE DISTRICT

EXHIBIT B

FORM OF JEDD AGREEMENT

CITY OF MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Agreement") is made and entered into this [___] day of [___], 2022, by and between the CITY OF MARYSVILLE, OHIO (the "City"), a municipal corporation duly organized and validly existing under the laws of, and a political subdivision of, the State of Ohio (the "State") and having an address for purposes hereof at 209 South Main Street, Marysville, Ohio 43040 and JEROME TOWNSHIP, UNION COUNTY, OHIO (the "Township" and, together with the "City", the "Contracting Parties" and each a "Contracting Party"), a political subdivision of the State and having an address for the purposes hereof at 9777 Industrial Parkway, Plain City, Ohio 43064, in accordance with the terms and provisions set forth herein.

WHEREAS, the City and the Township desire to promote cooperative economic development efforts by means of creating a joint economic development district (the "District" or the "JEDD") pursuant to Ohio Revised Code ("ORC") Sections 715.72 through 715.81 (the "Act"), which District shall facilitate economic development to create or preserve jobs and employment opportunities within the meaning of ORC Section 725.72(C), thereby improving the economic welfare of residents of the City, the Township, and the State of Ohio (the "State") generally; and

WHEREAS, pursuant to a Cooperative Development Agreement, dated [___], 2022 (the "Cooperative Development Agreement"), between the City and the Township, the Contracting Parties agreed to negotiate and execute a joint economic development district agreement to promote and support economic development within certain defined territory of the Township; and

WHEREAS, the City and the Township are located entirely within Union County, Ohio ("Union County") and share contiguous territorial boundaries; and

WHEREAS, the legislative authorities of the City and the Township have each approved, authorized and directed the City and the Township, respectively, to make and enter into this Agreement, by and through their respective officers in accordance with Ordinance No. [___], enacted by the City on [___], 2022, and Resolution No. [___], adopted by the Township on [___], 2022.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Contracting Parties agree and bind themselves, their agents, employees and successors as follows:

Section 1. Creation of District and Purpose.

The City and the Township, as contracting parties within the meaning of ORC Section 715.72(A)(1), by their combined action evidenced by the adoption of legislation identified above and by the duly authorized execution of this Agreement, hereby create the District, which shall be known as the "City of Marysville-Jerome Township Joint Economic Development District." The District shall be a joint economic development district under, operating pursuant to, the Act.

Each Contracting Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. that it is entering into this Agreement freely and without duress or coercion;
B. that the creation of the District and the levy of an income tax within the District as provided herein will enable the City, the Township, and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the City, and the Township;
C. that the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve public infrastructure (defined in Exhibit A) and the economic welfare of the people in the State, Union County, the City, and the Township; and
D. that consideration exists to support this Agreement.

Section 2. Territory of the District.

The territorial boundaries of the District are described in Exhibit B attached hereto and incorporated by reference into this Agreement. The territory of the District is located entirely within the territorial boundaries of the Township. The territory to be included in the District is currently zoned as a planned development district, which zoning designation is appropriate to the function of the District.

Section 3. Formation of the District.

It is the intent of the Contracting Parties that this Agreement be approved without an election by complying with the requirements of ORC Section 715.72(M). The Contracting Parties represent and warrant as follows:

A. The resolution approving this Agreement has been approved by a unanimous vote of the Township Trustees;
B. Owners of a majority of the properties and businesses located within the proposed District have requested by means of petition, as contemplated under the Act, that the District be formed; and
C. The territory to be included in the District is zoned in a manner appropriate to the proposed function of the District. The territory to be included does not include any residential properties except within a "mixed-use development," as that term is defined in ORC Section 715.72(A)(9).

The Township shall be responsible for filing with the Director of Development of the State the documents required by ORC Section 715.72(O). Each Contracting Party shall

separately bear its own costs related to the establishment of the District, including professional engineering (including, for example, the costs of any maps that may be necessary in connection with establishing the District), legal counsel, or other services that may be necessary.

Section 4. Term.

The initial term of this Agreement shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with ORC Section 715.72(M)(3), and shall be for a period of fifty (50) years. This Agreement shall automatically extend for two renewal terms of twenty-five (25) years each in duration unless (i) either the Township or City notifies the other Contracting Party in writing at least one year prior to the expiration of the original term that it does not intend to renew this Agreement, or (ii) either the Township or the City notifies the other Contracting Party in writing at least one year prior to the expiration of the original term or any renewal term that it is requesting to extend this Agreement beyond the originally contemplated term of fifty (50) years or the originally contemplated renewal term of twenty-five (25) years, as applicable, in which case this Agreement shall extend in accordance with such written request if such written request is accepted by the other Contracting Party. In the event of any expansion of the District pursuant to Section 6 herein, the Agreement shall begin a new Initial Term, followed by up to two Renewal Terms pursuant to the terms herein.

The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

The provision herein for the initial term and any extension of this Agreement recognizes that the accrual of benefits to the Contracting Parties resulting from this Agreement may take decades.

Section 5. Amendments to the Agreement Other than to Amend to Add Property; Termination.

The Contracting Parties may amend or modify the terms of this Agreement or terminate this Agreement at any time by mutual agreement. An amendment or modification to this Agreement shall not be effective or binding on the Contracting Parties unless the legislative authorities of both Contracting Parties pass the appropriate legislation agreeing to and authorizing the amendment to this Agreement within ninety (90) days of each other.

This Agreement may only be terminated pursuant to its terms in accordance with this Section. If the Contracting Parties mutually agree to terminate this Agreement, such agreement to terminate must provide for the unwinding of this Agreement and must be approved by the legislative authorities of both Contracting Parties within ninety (90) days of each other. Upon termination of this Agreement, the City shall keep and maintain the records of the District in accordance with the City's records retention policy.

If any portion of this Agreement becomes null and void or illegal, or the performance of any provision of this Agreement becomes impossible, through any subsequent change,

amendment or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Agreement to bring the Agreement into compliance with then applicable statutory provisions or case law and to maintain the intent of the Contracting Parties under this Agreement and/or to rebalance the equities between the Contracting Parties consistent with the intent of this Agreement.

In the event that the Contracting Parties are unable to reach a new agreement that is authorized and approved by the legislative authorities of both Contracting Parties, then the Contracting Parties may either mutually agree to terminate this Agreement in accordance with the provisions of the next paragraph, or either Contracting Party may apply to a court of competent jurisdiction to interpret the contract consistent with then applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with then applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition of Property to the District.

Subject to any applicable provisions of the ORC now existing or hereafter adopted, this Agreement, including exhibits hereto, may be amended from time to time to add property to the District. Property may be added to the District upon the filing with either Contracting Party of a request by the majority of the owners of the property to be added to the District and a majority of the owners of the businesses to be added to the District. Upon agreement of both Contracting Parties, the Agreement, including Exhibits A, B, and C hereto, shall be amended to add such property to the territory of the District pursuant to the request of the majority of the owners of that property and a majority of the owners of those businesses. Property added to the District shall meet all of the requirements of Section 3 herein and ORC Section 715.72(E), and all procedures of ORC Section 715.72(L) shall be followed in connection with any such addition of property to the District. Property shall not be removed from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

A. The City shall:

i. Provide municipal water and sewer service to the District in accordance with all City policies, rules, and regulations.

ii. Collect, administer, enforce, and audit the JEDD income tax applicable in the District in accordance with this Agreement.

iii. Through its Finance Director, provide service as fiscal officer to the District, including administration and management of JEDD Board accounts.

iv. As provided in ORC Section 715.72(R), the City hereby agrees that, for so long as this Agreement is in effect, it shall not annex any real property within the District. To the extent not prohibited by law, the City shall not accept any such annexation within the District for so long as this Agreement is in effect.

B. The Township shall:

i. Provide the following services to the District: all usual and customary governmental services furnished by the Township to other unincorporated portions of the Township, including but not limited to maintenance and repair of dedicated and accepted Township roads, police and fire protection, and zoning.

ii. To the extent required by applicable law, be responsible for cooperating with the County with respect to the acceptance, dedication, and maintenance of all existing or future Township roads located within the District.

iii. Have the right to issue and reissue levies in all areas of the Township, including within the District.

C. The Contracting Parties shall:

i. promptly after the first meeting of the JEDD Board, contribute Two Thousand Dollars ($2,000), each, to the JEDD for the purposes of establishing an operating reserve account; and, in each subsequent year thereafter until the first year after Total Revenues in one year equals or exceeds Ten Thousand Dollars ($10,000), contribute One Thousand Dollars ($1,000), each, to the JEDD; provided that, the Contracting Parties shall be required to make the One Thousand Dollar ($1,000) contribution in any year following a year in which Total Revenues do not equal or exceed Ten Thousand Dollars ($10,000).

ii. jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A.

iii. collaborate through the District with respect to capital improvements in the event that the Contracting Parties determine that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District including, but not limited to, and solely upon written joint agreement of both Contracting Parties, paying costs of infrastructure improvements within or otherwise benefitting the District; which infrastructure improvements may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements

directly supporting non-residential development within the District, the Cooperative District, as defined in the Cooperative Development Agreement or, upon the written joint agreement of both Contracting Parties, otherwise benefitting the District, but which infrastructure improvements, except as explicitly provided in the immediately following sentence herein, shall not include ordinary maintenance or repairs (collectively, the "Infrastructure Improvements"). During any fiscal year of the JEDD beginning on or after the twentieth anniversary of the effective date of the JEDD Agreement, the Board may determine through its annual budget to reallocate up to twenty (20) percent of income tax revenue assigned to costs of Infrastructure Improvements for costs of resurfacing or otherwise maintaining roadways within the JEDD District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.

iv. upon approval of the Contracting Parties, pay equal shares of any District administrative costs in excess of income tax revenue received by the JEDD Board each year.

v. take all steps reasonably necessary to secure any amendments to the Union County-Marysville Water/Sewer Service Agreement as may be necessary to support the District.

vi. comply with the Union County Economic Development Incentive Policy (the "EDIP") to the extent adopted by the Township and, pursuant to ORC Section 715.72(U), obtain the express written consent of the other Contracting Party prior to granting any tax exemption for any real property located in the District. The foregoing limitation shall apply solely to tax exemptions set forth in ORC Section 715.72(U), which include exemptions established pursuant to ORC Chapter 1728 and ORC Sections 3735.67, 5709.62, 5709.63, and 5709.632, as applicable.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board shall consist of five members appointed as set forth in ORC Section 715.72(P).

A. The initial City member of the Board shall be the City Manager of the City. Subject to any applicable restrictions in ORC Section 715.72(P), all future City members of the Board shall be appointed by City Council and shall serve at the pleasure of City Council.

B. The initial Township member of the Board shall be a member of the Board of Township Trustees. Subject to any applicable restrictions in ORC Section 715.72(P), all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.

C. One member of the Board shall be a business owner or represent the business owners operating in the JEDD District, when applicable, and shall be appointed by the Township member described in Section 3(b)(ii).

D. One member of the Board shall be a representative of employees working in the JEDD District, when applicable, and shall be appointed by the City member described in Section 3(b)(i).

E. The fifth member of the Board shall be the Union County Engineer.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall have the following officers (hereinafter, the "Officers"): a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The Chairperson shall be the Board Member specified in ORC Section 715.72(P)(1)(e). The Board shall elect the Vice-Chairperson, who shall be a Board Member. The Treasurer of the Board shall be the Finance Director of the City. The Board shall elect the Secretary, provided that the Secretary is not required to be a Board Member. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Board may employ such additional personnel or professional services as may be necessary to assist the Board or the Officers in the performance of their duties.

Section 9. Power, Duties, and Functions of Board.

The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. The Parties shall provide the Board with necessary meeting space. The City shall also provide any necessary clerical and administrative assistance that the Board may need from time to time, including telephone services and a mailing address.

If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. If the Board consists of three members, a minimum of two members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Agreement. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to ORC Section 715.72(P)(5), the Board is a public body for the purposes of ORC

Section 121.22, the Ohio Public Meetings Act. All meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions of ORC Section 121.22 as amended from time to time.

The Vice-Chairperson shall act as Chairperson in the temporary absence of the Chairperson. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Finance Director of the City, as Treasurer of the Board, shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping, and investing, or providing for the receipt, safekeeping, and investment of, funds of the Board and maintaining, and providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

All books, records, documentation and financial information belonging to the Board shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDD shall, to the extent permitted by law, fully cooperative with the City or the Township in fulfilling any such request.

The Board, upon the recommendation of the Finance Director of the City, shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and the expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the long-term maintenance of the District and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, shall:

A. establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Parties to this Agreement, which accounts shall be managed by the Finance Director of the City;

B. authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Agreement;

C. adopt a resolution to levy an income tax within the District in accordance with ORC Section 715.72(F) and Section 10 herein;

D. apply the JEDD Board Revenue, as defined in Section 10(D) herein, which equals sixty percent (60%) of Total Revenues, as follows: fifty-five percent (55%) of Total Revenues for costs of Infrastructure Improvements to be constructed or improved within the District or, upon joint determination by the City and the Township, otherwise directly benefitting the District; and (B) five percent (5%) of Total Revenues for (i) Board administrative expenses, according to the annual budget approved under Section 9 of this Agreement, including costs of marketing

the District if so determined by the Board, and (ii) the balance after taking into account Board administrative expenses, for costs of Infrastructure Improvements.

E. use any other revenues of the District available to the Board to carry out the economic development plan for the District as the same may be modified from time to time by the Contracting Parties under Section 9 of this Agreement;

F. apply for, receive and accept from any federal agency, state agency or other person or entity grants for or in aid of the construction or operation of any District facility, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the benefit of the District and the purposes for which such grants, aid or contributions are made;

G. purchase liability insurance protecting the District, its Board or Officers against any liability and/or to purchase any necessary bonds to insure any Officer;

H. be authorized to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision or governmental entity as may be permitted by law, including but not limited to Union County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements that benefit of the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any economic development program, tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party;

I. be authorized to do all acts and things necessary or convenient to carry out the powers granted in ORC Section 715.72 or any successor provisions thereto; and

J. be authorized to do all acts and things necessary or convenient to carry out the powers granted in this Agreement.

The City and the Township agree that the JEDD Board may use any available revenues of the District to carry out the economic development plan for the District. The City and the Township may, from time to time, modify the economic development plan to better accomplish the public purposes of the District. Notwithstanding anything to the contrary herein, the City and the Township agree that the Board may determine to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision, including but not limited to the City, the Township, and Union County, to provide or facilitate the provision of public infrastructure improvements to benefit the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.

Section 10. Income Tax to be Levied in the District.

A. The Board at its initial meeting, which shall occur no later than 90 days after the effective date of this Agreement, shall adopt a resolution to levy a tax on income earned by persons working or residing within the District and based on net profits of businesses located in the District in accordance with ORC Section 715.72(F) (the "Income Tax Resolution"). The Board shall adopt subsequent Income Tax Resolutions as may be necessary to adjust the Employee/Resident Rate and the Business Rate, as defined herein, to equal the rate levied by the City from time to time. The Income Tax Resolution and any replacement thereof shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to ORC Section 715.72(F), all income tax collected from any business or entity within the District or any person working or residing within the District shall be subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the "Total Revenues"). The income tax shall go into effect as soon as legally permissible.

B. The Income Tax Resolution shall establish the income tax rate for employees working or residing in the District (the "Employee/Resident Rate"), which Employee/Resident Rate shall at all times during the term of this Agreement equal the rate levied in the City. As of the date of execution of this Agreement by the Contracting Parties, the City income tax rate is one and one half percent (1.5%). In each annual Income Tax Resolution, the Board shall adjust the Employee/Resident Rate as necessary so that it matches the rate of income taxation in the City.

C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses located in the District (the "Business Rate"), which Business Rate shall at all times during the term of this Agreement equal the rate levied in the City. In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it matches the rate of income taxation in the City.

D. The Income Tax Resolution shall designate that: (i) sixty percent (60%) of the Total Revenues collected each year (the "JEDD Board Revenue") shall be paid to the JEDD Board pursuant to the terms hereof; (ii) twenty percent (20.0%) of Total Revenues collected each year shall be paid to the City pursuant to the terms hereof, which amount includes payment equal to three percent (3.0%) of Total Revenues to the City for its services administering the JEDD income tax, and which amount may be used by the City for any lawful purpose, including but not limited to expenses related to the District and its purposes; and (iii) twenty percent (20.0%) of Total Revenues collected each year shall be paid to the Township pursuant to the terms hereof to be used by the Township for any lawful purpose, including but not limited to expenses related to the District and its purposes.

E. The Board shall resolve that, pursuant to this Agreement, the City will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the City's rules and regulations currently in effect and as may be amended from time to time regarding the collection, administration, and enforcement of income tax.

F. Pursuant to ORC Section 715.72(F)(5)(C), the Board shall enter into an agreement with the City (the "District Income Tax Collection and Distribution Agreement") as expeditiously as possible upon the District's creation to administer, collect and enforce the income tax on behalf of the District in accordance with this Agreement. The District Income Tax Collection and Distribution Agreement shall provide that the City is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District and that the City shall make an annual written report to be mailed to the Board and the Township within sixty (60) days of the end of the fiscal year detailing the receipt and distribution of the income tax of the District during the previous fiscal year.

G. The Board may establish procedures by which the income tax levied on employee wages earned within the District is to be collected from employees employed within the District or withheld by businesses located in the District, and the Board shall establish procedures by which the income tax on net profits of businesses located in the District is to be collected from one or more businesses located in the District. Such procedures may provide for the payment of withholding or estimated taxes by those employees or businesses and the reconciliation of income taxes paid on net profits of businesses between fiscal years.

Section 11. Defaults and Remedies.

A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party of the event of default and demand to cure the default. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Agreement or for damages or both. This Agreement may not be terminated because of default under the Agreement by either Contracting Party unless termination occurs as provided for in Section 5 of this Agreement.

The Contracting Parties agree that the nature of the Agreement is unique and monetary damages are inadequate to fully compensate a non-defaulting Contracting Party. Accordingly, the Contracting Parties agree that specific performance is an appropriate and available remedy for a breach of contract action brought pursuant to this Agreement in addition to any other remedy available at law and equity. Both Contracting Parties also agree that because monetary damages are inadequate to fully compensate a non-defaulting Contracting Party, a non-defaulting Contracting Party has the right to seek an injunction or other equitable relief to prevent the continued breach of this Agreement by a defaulting Contracting Party.

Section 12. Support of Contract.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 13. Severability.

With the exception of Section 7 or Section 10 of this Agreement, if any other paragraph, provision or section of this Agreement is held to be illegal or invalid for any reason, then:

(i) that illegality or invalidity shall not affect the remainder of any other paragraph, provision or section, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein;

(ii) the illegality or invalidity of any paragraph, provision or section shall not affect any legality or applicability of any other paragraph, provision, or section of this Agreement; and

(iii) each paragraph, provision, or section of this Agreement shall be deemed to be effective, operative, made, assumed, entered into, or taken in the manner and to the full extent permitted by law.

If any paragraph, provision, or part thereof of Section 7 or Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 shall be applicable.

Section 14. Appropriation.

The financial obligations of the City and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under ORC Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the City and Township, respectively, under this Agreement shall, to the extent funds are then available, be under the continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

Section 15. Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, ORC Section 715.72 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District. A copy of ORC Section 715.72 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District is attached hereto as Exhibit C. In the event that any of ORC Section 715.72 is amended or is supplemented by the enactment of one or more new sections of the ORC relating to joint economic development districts, the Contracting Parties shall follow the provisions of ORC Section 715.72 when the owners of property in the District and the owners of business filed their respective petitions consenting to the formation of the District, unless the Contracting Parties agree to amend this Agreement in accordance with Section 5 herein. If any amendment or subsequent enactment of one or more new sections of the ORC relating to joint economic development districts renders any existing sections of ORC Sections 715.72 illegal or impossible, then the provisions of Section 6 of this Agreement shall apply.

Section 16. Miscellaneous.

Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the City:
209 South Main Street
Marysville, Ohio 43040
Attn: Law Director

If to the Township:
9777 Industrial Parkway
Plain City, Ohio 43064
Attn: Fiscal Officer

With copy simultaneously sent or delivered to:
Peter N. Griggs
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

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

This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

TOWNSHIP OF JEROME,
UNION COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF MARYSVILLE, OHIO

By: _____
City Manager

Approved as to form and correctness:

_____
Tim Aslaner, Director of Law

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Marysville, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement have been lawfully appropriated by the City Council of the City of Marysville, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Fiscal Officer
City of Marysville, Ohio

Dated: [___], 2022

TOWNSHIP'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jerome Township, Union County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jerome Township, Union County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Fiscal Officer
Jerome Township, Union County, Ohio

Dated: [___], 2022

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

ECONOMIC DEVELOPMENT PLAN AND SCHEDULE FOR THE COLLECTION OF INCOME TAX

Introduction

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to set forth the economic development objectives of the City of Marysville-Jerome Township Joint Economic Development District (the "District"). This plan serves as a framework for the District's efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in Jerome Township (the "Township") and the City of Marysville (the "City") as well as throughout the region as a whole.

The District is comprised of unincorporated developable land located in growth priority development areas in the southeastern portion of Union County, Ohio, within Jerome Township, along US-33 (Ohio's 33 Smart Mobility Corridor), south of the City of Marysville. Land comprising the District is appropriately zoned for commercial, industrial, manufacturing, business, and similar uses, with the City providing municipal water and sewer services. The District is a collaborative approach between the Township and the City to support and implement the Southern Jerome Innovation area and the US 42 Growth area, each as identified and more fully described in the Union County Economic Development Strategy (2014).

The District is located along the northwestern outer-ring of the Columbus Region, at or near the border of Delaware, Franklin, Madison, and Union Counties. The District is an approximate 30-minute drive from downtown Columbus and has access to major metropolitan amenities. The Township was organized in 1821 and the City was platted in 1819. But most significant growth in the vicinity of the District has occurred during the last 40 years, led by the Honda Marysville Auto Plant's first manufactured Honda Accord in 1982. Union County has experienced rapid growth as a location of choice for new residents and businesses in the rapidly growing Columbus Region; during the period 2018 – 2019, Union County became the fastest growing county in Ohio. According to the Mid-Ohio Regional Planning Commission's insight2050 study (published in 2015 and regularly updated), Union County is expected to grow from approximately 58,000 population (2018) to more than 84,000 by 2050.

Goals

The District represents a collaborative approach to create and preserve jobs and employment opportunities throughout Union County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth, particularly growth that is anticipated to occur on developable land within the Township's boundaries.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

EXHIBIT A

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer;
- Electric;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

All income tax collected from any business or entity within the District or any person working or residing within the District will be included in the total income tax revenue collected within the District (collectively, the "Total Revenues"). Of such Total Revenues, the Board of Directors of the District (the "Board") will receive sixty percent (60%) each year (with such portion referred to as "JEDD Board Revenue"), the Township shall receive twenty percent (20%) each year, and the City shall receive twenty percent (20% each year). The Board will apply the JEDD Board Revenue to pay for new, expanded, or additional services, facilities, or improvements:

- Fifty-five percent (55%) for costs of public infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.

- Five (5%) for the Board's administrative expenses, including any marketing of the District as may be determined necessary by the Board, and any remaining balance to be directed to the costs of infrastructure improvements.

Schedule for the Collection of the Income Tax within the District

The District to be created pursuant to the provisions of the Agreement by and between the City and Township authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the District and the net profits of businesses located in the District at the same rate levied by the City, as that rate may be adjusted from time to time, for distribution as set forth within Section 10 of the Agreement.

EXHIBIT B

LEGAL DESCRIPTION AND MAP
OF TERRITORY TO BE INCLUDED IN
CITY OF MARYSVILLE-JEROME TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT

EXHIBIT B

The City of Marysville-Jerome Township Joint Economic Development District shall include the following parcels, as identified in the records of the County Auditor of Union County, Ohio as of [___], 2022:

Parcel Number

EXHIBIT B

The parcels included in the City of Marysville - Jerome Township Joint Economic Development District are outlined in the following map:

EXHIBIT C

OHIO REVISED CODE SECTION
715.72 EFFECTIVE AS OF DATE OF PETITION

ORDINANCE _____

TO AUTHORIZE THE SALE OF CERTAIN CITY-OWNED REAL PROPERTY IN ORDER TO PROMOTE ECONOMIC DEVELOPMENT AS PART OF THE 33 INNOVATION PARK DEVELOPMENT; AND TO AUTHORIZE THE COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY EXECUTIVE DIRECTOR TO SIGN ANY DOCUMENTS RELATED TO THIS ISSUE ON BEHALF OF THE CORPORATION, AS AGENT OF THE CITY, AND TO DECLARE AN EMERGENCY

WHEREAS, the Council ("Council") of the City of Marysville, Ohio ("City"), pursuant to Ordinance No. 65-17 entered into an Agreement (the "CIC Agreement") with the Community Improvement Corporation of Union County (the "CIC"), appointing the CIC as the economic development agency for the City to, among other things, permit the CIC to sell or lease any lands or interests in lands owned by the City that are determined by the City to be no longer required by the City for its purposes, for uses determined by the City as those that will promote the welfare of the people of the City; and

WHEREAS, the City owns a certain 9 +/- acre parcel of undeveloped real property on Innovation Way in the City of Marysville (the "Property"), the description of which is attached as Exhibit A to that proposed Agreement of Sale ("Sales Agreement") in substantially the form attached hereto as Exhibit A; and

WHEREAS, the City finds that the Property is no longer needed for its public purposes; and

WHEREAS, the City finds that causing the land to be conveyed by the CIC promotes the health, safety, morals, and general welfare of its inhabitants by providing for the industrial, commercial, distribution, and research development in the City; and

WHEREAS, said conveyance of the parcel to the CIC would be in the best interests of the people of the City; and

WHEREAS, the City Manager shall further have the authority to modify the real estate purchase contract as he deems to be in the best interests of the City, however with any such modification requiring prior approval by the Board of Control of the City of Marysville, now; therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City determines that continued ownership of the Property described on Exhibit A to the Sales Agreement attached hereto as Exhibit A, is no longer necessary for the public purposes of the City and that the Property is deemed surplus property.

SECTION II. The City hereby approves the conveyance of the Property by the CIC for the purpose of providing for the industrial, commercial, distribution and research development in

the City, on terms and conditions substantially consistent with the terms set out in the proposed Sales Agreement with Hardy World, LLC, a Pennsylvania Limited Liability Company

SECTION III: The City Manager shall further have the authority to modify the real estate purchase contract as he deems to be in the best interests of the City, however with any such modification requiring prior approval by the Board of Control of the City of Marysville.

SECTION III. Conveyance of the Property will promote the welfare of the people of the City, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision and provide additional opportunities for their gainful employment.

SECTION IV. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council 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 Section 121.22 of the Ohio Revised Code.

SECTION V. This Ordinance is hereby declared an emergency as it is necessary for the immediate preservation of the public health and welfare of the citizens of the City of Marysville, as it will allow the contractor to begin work in the summer of 2022, and maximize the construction season of 2022, which will sooner bring revenue to the City.

1st Reading _____ _____

2nd Reading _____ MAYOR/PRESIDENT OF COUNCIL

3rd Reading _____

Passed: _____ _____

APPROVED AS TO FORM: CLERK OF COUNCIL

_____

Law Director Date _____

AGREEMENT OF SALE

1. **Parties:** This Agreement of Sale is made on this _____ day of _____, 2022 by and between Community Improvement Corporation of Union County as authorized Agent for the City of Marysville, OH Attn: Eric Phillips having a mailing address of 227 E. 5th Street, Marysville, OH 43040 and a telephone number of (937) 642-6279 ("Seller") and Hardy World, LLC, a Pennsylvania Limited Liability Company ("Buyer") having a mailing address of 61 SR 2040, Bentleyville, PA 15314 and telephone number of (724) 201-6600.

2. **Covenant to Sell:** WITNESSETH THAT: Seller and Buyer intending to be legally bound hereby covenant and agree as follows: Seller shall, on the date hereinafter specified, by deed of limited warranty, grant and convey unto Buyer in fee simple, marketable title, clear of all liens and encumbrances, except easements, conditions, and restrictions of record, real estate taxes which are lien but not yet due, rights of the public in any public rights of way, building and zoning regulations and any items agreed to by the parties hereunder ("Permitted Encumbrances"), the following:

3. **Description:** All that certain lot or parcel of property located in the City of Marysville, County of Union, State of Ohio, having an address of 1001 Innovation Way, Marysville, OH containing +/- 9 acres, as more particularly described in **EXHIBIT A** appended hereto and by this reference incorporated herein and made a part hereof (the "Property"). The exact legal description and acreage of the Property shall be determined by the ALTA survey obtained by Buyer pursuant to Section 22 below.

4. **Title Reference:** Instrument No. 201611040009148, And Tax ID Number: 2900230580000.

5. **Items Included in Sale:** The conveyance will be made together with all improvements, covenants, conditions, restrictions, easements, rights-of-way, licenses, agreements and appurtenances whatsoever thereunto appertaining and hereafter erected thereon.

6. **Consideration:** Buyer will purchase the Property and pay therefore the sum of Seventy-Five Thousand Dollars ($75,000.00) per gross acre which shall be defined by an ALTA survey and legal description to be obtained by Buyer pursuant to Section 22 below ("Purchase Price"), payable as follows:

   A. Within five (5) days of signing this Agreement, Buyer will deposit the "Initial Earnest Money Deposit" to be held in a non-interest-bearing account in escrow by Buyer's title insurance company ("Escrow Agent") in the amount of Ten Thousand Dollars ($10,000.00).

   B. In the event that Buyer elects to extend the Original Due Diligence Period (defined below) for either or both of the 1st Due Diligence Period Extension (defined below) or the 2nd Due Diligence Period Extension (defined below), in each case Buyer shall deposit with Escrow Agent an additional Five Thousand Dollars ($5,000)(each an "Additional Earnest Money Deposit" and collectively with the Initial Earnest Money Deposit, the "Earnest Money Deposit") to be held in a non-interest-bearing account in escrow by the Escrow Agent.

   C. Upon closing, Cash or certified funds in the amount of the balance of the Purchase Price.

7. **Real Estate Taxes and Assessments:** Seller hereby represents and warrants that all taxes and assessments on the Property currently due are paid through and including June, 2021 tax year. Any recapture or rollback of taxes on the Property as a result of the intended use of the Property, including

a structure allowing for lower taxes for agricultural use with a recapture due upon discontinuance of such use, shall be paid in full by Seller or deducted from the Purchase Price at Closing.

8. **Seller's Representation & Warranties:** Seller hereby represents and warrants to Buyer, to the best of its knowledge, as to the following matters, such representations and warranties are deemed continuously made during the term of this Agreement and shall survive the Closing and transfer of title for a period of one (1) year following the Closing:

    a. **Assessments**: Seller has not been notified within two (2) years immediately preceding the date hereof of any contemplated improvements by any public authority to the Property, the cost of which is to be assessed as special taxes against such Property in the future;

    b. **Mechanics' Liens:** No unpaid improvements, alterations or repairs that might form the basis of mechanics' liens have been made to the Property, nor has Seller signed or agreed to any contract for such work or services, nor has Seller been notified of any money owed for such work or services;

    c. **Unrecorded Liens and Encumbrances:** Seller has no knowledge of any off-record or undisclosed legal or equitable interest in the Property claimed by any other person or entity; The Property is subject to certain restrictive covenants of record related to the industrial park of which the property is a part;

    d. **Tenants:** The right of tenants or other possessory interest in the Property, if any, has been fully disclosed to Buyer in writing;

    e. **Debts:** Seller has no unrecorded loans, deeds of trust, or mortgages concerning the Property;

    f. **Utilities:** The Property is undeveloped and as such, three are no current utility services or bills related thereto serving the Property. To the best of Seller's knowledge, public utilities for water and sanitary sewer utility service lines, as well as service for natural gas, electric and internet cable/fiber, are installed in the public right-of-way adjacent to the Property. Buyer shall be permitted to tap into such utility services, at Buyer's sole cost and expense, upon compliance with all applicable local rules and regulations relating to such services and payment of all applicable tap-in/connection charges and other applicable fees.

    g. **Use:** No restrictions, regulations, ordinances or conditions on the use of the Property have been violated;

    h. **Condemnation:** No notice has been received of any condemnation or proposed condemnation, or any exercise of eminent domain or appropriation power;

    i. **Adverse Facts:** No material adverse fact, condition, or use relating to the Property or intended use thereof by Buyer, within the knowledge of Seller that has not been specifically disclosed to Buyer in writing;

    j. **Encroachments:** No overlaps, overhangs, improvements or encroachments affect the Property or encroach upon the Property of others;

k. **Zoning and Other Ordinances:** The entire Property has the following Zoning Classification: Industrial, and that the present use is in compliance therewith, and that Buyer has not received any written notice of any uncorrected violations of housing, environmental, wetlands, safety or fire ordinances from applicable federal, State, or local governmental authorities having jurisdiction over the Property.

Buyer acknowledges that it is making its own inspections and conducting Due Diligence (defined below) of the Property and as of Closing, is deemed to be fully aware of the condition, age and size of the same. BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND PRESENT CONDITION, AND EXCEPT AS SET FORTH HEREIN, IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY. NO REPRESENTATIONS, PROMISES, WARRANTIES, EXPRESS OR IMPLIED, SHALL BE BINDING UPON THE SELLER EXCEPT AS THE SAME ARE EXPRESSLY CONTAINED HEREIN OR IN THE CONVEYENCE DOCUMENTS.

9. **Tax Abatement**: Prior to the expiration of the Due Diligence Period, Buyer shall have reached agreement with the City of Marysville, Ohio ("City") and Union County as to the terms and condition of an incentive agreement ("Incentive Agreement"), setting out the conditions on which the Property will qualify for a tax abatement on the improvements constructed by Buyer on the Property following the Closing. Buyer acknowledges that the Incentive Agreement will require the Buyer or its successors to file, on an annual basis as part of the incentive review and from time to time, as reasonably requested by the City, certain economic information to the City as Buyer attempts to procures tenants for the Property, including total number of employees, and total investment in their space.

10. **Settlement:** Unless this Agreement is terminated by Buyer prior to the expiration of the Due Diligence Period, the final settlement and closing ("Closing") shall occur not later than the date that is fifteen (15) calendar days after the expiration of the Due Diligence Period as defined herein (the "Closing Date"). The Closing Date shall occur at a place and time within such 15-day period agreed to by Buyer and Seller.

11. **Proration Items:** If applicable, Buyer and Seller shall prorate all real property taxes and assessments related to the applicable portion of the Property as of the Closing Date, with the day of Closing being treated as a day of ownership by Buyer. Seller shall pay or credit on the Purchase Price all real estate taxes and assessments for years prior to the Closing, and a portion of such taxes and assessments for the year of Closing, prorated to the Closing Date. Proration of undetermined taxes shall be based on a 365-day year and on the most recent available tax rate and valuation giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not officially certified to the appropriate County Officials as of that date. If the final tax bill is not available at Closing, the real estate taxes and assessments shall be prorated based upon the latest available tax duplicate for applicable portion of the Property using the method customary in Union County, Ohio. If the Property was recently subdivided from a larger tax parcel and a separate tax bill is unavailable at Closing, the parties agree to enter into a Tax Proration Agreement whereby they agree to reconcile their respective obligations at such future dates as the tax bills for the Property are issued. If there are any improvements on the tax parcel that are separately valued or assessed, the value of such improvements shall be assigned to the Buyer only if such improvements are located upon the Property. Seller shall be responsible for any CAUV recoupment charge which will be imposed as a lien against the Premises when the Premises are converted from agricultural use to any other non-qualifying use an estimated amount for which shall be calculated at Closing and included as a credit against the Purchase Price. This provision shall survive the Closing.

12. **Possession:** Possession of the Property shall be delivered to Buyer on the Closing Date.

13. **Copies of all Documents:** Seller shall provide to Buyer a copy of all deeds, environmental studies, building plans, leases, surveys, property condition reports, building studies, title abstracts and title insurance binders or policies or any other documentation regarding the Property in the possession of Seller within five (5) days after the execution of this Agreement. The Seller will provide without representation or warranty from Seller the following:
    a. Environmental Site Assessment
    b. Archeological Assessment
    c. Wetland Assessment
    d. Geotechnical Assessment
    e. Endangered Species Assessment
    f. Site Improvement Plans (roadway and storm sewer)
    g. Sanitary Sewer plans
    h. Design Guidelines and CCRS
    i. ALTA Survey for the 206 acres
    j. Final plat and dedication of Innovation Way Phase 1
    k. Any service contracts affecting the Property
    l. Other non-publicly attainable document directly affecting the Property, if any.

14. **Eminent Domain:** If the Property or any part thereof is taken by eminent domain prior to settlement, Buyer shall have the option to: (a) void this Agreement, whereupon all monies paid on account hereof shall forthwith be paid to Buyer and upon such payment, all parties shall be relieved of liability hereunder; or (b) elect to proceed with this Agreement and pay the full consideration, in which event Seller shall assign to Buyer all damages to which Seller may be entitled and/or which may be assigned by Seller pursuant to the applicable Eminent Domain Code.

15. **Seller's Expenses:** Seller shall be responsible for the cost of deed preparation, the costs of the premium for an owner's policy of title insurance, costs to cure any title defects that Seller elects to cure, one-half of escrow costs, one-half of all federal, state, or local documentary or transfer taxes, if applicable. In addition, Seller shall provide a credit to Buyer for actual out of pocket costs, not to exceed $2,500.00 for the ALTA survey and legal description.

16. **Buyer's Expenses:** Buyer shall be responsible for the cost and expense of all Due Diligence items including engineering, soil, feasibility or other similar studies or reports, subject to the credit of $2,500.00 from Seller above, one-half of escrow costs, the costs of any title commitment, and one-half of all federal, state or local documentary transfer taxes, if applicable.

17. **Municipal Improvements:** Seller shall pay for all work and improvements for which a municipal claim may be filed against the Property where an ordinance or resolution authorizing such work or improvements is adopted prior to the Closing Date. Buyer shall pay for all work and improvements for which such a claim may be filed where an ordinance or resolution authorizing such work or improvement is adopted on or after the Closing Date.

18. **Easements:** Seller shall provide to Buyer any easements for drainage, extension of utilities or ingress/egress, if necessary, from Seller's remaining property. It is understood such easements shall be granted at no additional charge to Buyer. The parties agree to execute any and all reasonable documents at the closing necessary to document such easements. Buyer agrees that the Property may be conveyed to Buyer subject to a reservation by Seller, the City, Union County or otherwise, of easements necessary

for public utilities and related services. Any reservation of easements by Seller, shall be subject to Buyer approvals and shall not interfere with the Buyer's standard plans for the Property. In addition Buyer acknowledges that a storm drainage detention/retention pond may be required to be located on the Property in connection with Buyer's project.

19. **Default:**

    a. By Buyer: In the event of default hereunder by Buyer, Seller shall provide written notice of default to Buyer and Buyer shall have thirty (30) days in which to cure. If Buyer fails to cure such default within such thirty-day period, Seller may, as Seller's sole remedy, terminate this Agreement by written notice to Buyer and shall be entitled to retain the Earnest Money as liquidated damages. Upon such termination and delivery of the Earnest Money to Seller, this Agreement shall become null and void, and both parties shall thereupon be released of all further liability hereunder. It is hereby agreed that, without resale, Seller's damages will be difficult to ascertain and the Earnest Money and all monies paid on account of the purchase price constitute a reasonable liquidation thereof and not a penalty.

    b. By Seller: In the event of default hereunder by Seller, Buyer shall provide written notice of default to Seller and Seller shall have thirty (30) days in which to cure. If Seller fails to cure such default within such thirty-day period, Buyer shall be entitled to the prompt and full refund of all Earnest Money paid to or for the account of Seller and shall have the right to compel specific performance of this Agreement and the right to recover damages incurred as a result of Seller's breach and Buyer's direct and actual costs and expenses incurred in enforcing the terms and conditions of this Agreement, up to an amount not in excess of $250,000 for such damages.

20. **Time of The Essence:** Time is of the essence in the performance of the obligations of the parties hereunder.

21. **Title Insurance and Survey:** Buyer, at Buyer's cost, shall have the right to order a title insurance commitment from a title insurance company selected by Buyer. At the Closing, Buyer may obtain an owner's policy of title insurance in the full amount of the Purchase Price, subject only to such exceptions and limitations approved by Buyer. Seller shall pay the cost of the premium for an owner's title insurance policy, and Buyer shall be responsible for the costs of any endorsements or loan policies. Buyer shall have the right to order a topographic and boundary survey of the Property from a surveyor selected by Buyer showing all easements, rights-of-way or other encumbrances shown on the title policy. The survey shall be a complete boundary and topographic survey, shall conform to the ALTA standards, and shall be certified to Buyer and its title insurance company. The cost of the survey shall be borne Buyer with a credit at closing from Seller in an amount of $2,500.00. The cost of any additional surveys or subdivision plats required by governmental authorities prior to the closing in connection with any subdivision and development of the Property shall be paid by Seller.

22. **Examination of Title:** Prior to the expiration of the Original Due Diligence Period, Buyer shall notify Seller in writing of any defects in title to which Buyer raises any objections. Seller shall use reasonable efforts to cure such defects within the earlier of (a) thirty (30) days after receipt of such notice; or (b) the Closing Date in the event the Original Due Diligence Period is not extended by Buyer for the 1st Extended Due Diligence Period. Any monetary liens and encumbrances shall be paid for by Seller and removed at Closing out of the Purchase Price unless otherwise removed by Seller; provided, however that Seller shall not be obligated to cure any monetary liens and encumbrances to the extent the liens exceed the Purchase Price. If Seller has not cured such defects within such cure period, Buyer, at its sole option, may terminate this Agreement by delivering written notice to Seller, or may elect to waive

in writing any such title defects. If Buyer elects to terminate this Agreement, the Earnest Money Deposit and any Additional Earnest Money Deposit shall be immediately paid to Buyer.

23. **Inspections:** Buyer, through its employees, agents, contractors or consultants, shall be permitted to enter the Property and to inspect the same and to conduct certain testing thereon for the purpose of performing engineering, soil, feasibility, environmental or similar studies. Seller authorizes Buyer and its engineer and/or other experts, at Buyer's expense, to go upon the Property, at any reasonable time for the purpose of making inspections. Such inspections shall be performed to cause no damage to the Property or improvements thereon, and Buyer shall repair any damage to the Property or improvements caused by Buyer's or its agent's entry. Buyer agrees to defend and hold Seller and the Property harmless from all claims and liabilities (including reasonable attorney's fees, costs and expenses) for personal injury, physical damage to any person or the Property, or mechanic's or materialmen's liens which may be asserted against the Property solely as a result of any such entry by Buyer, its agents or designees.

24. **Due Diligence:** Buyer shall investigate the feasibility of the Property according to Buyer's plans and budget for such Property. Buyer shall be permitted to conduct any and all feasibility studies that Buyer in its sole discretion may deem reasonable or advisable ("Due Diligence"). The original Due Diligence Period shall be one hundred (100) calendar days from the execution of this Agreement to determine if the Property is feasible at Buyer's sole discretion ("Original Due Diligence Period"). Buyer shall have the ability to extend the Original Due Diligence Period for two (2) additional periods of sixty (60) calendar days each as follows: (a) upon delivery of written notice to Seller of its election to extend the Original Due Diligence Period and payment to the Escrow Agent prior to the expiration end of the Original Due Diligence Period of Additional Earnest Money Deposit in the amount of Five Thousand Dollars ($5,000.00), the Original Due Diligence Period shall be extended for an additional sixty (60) days beyond the expiration of the Original Due Diligence Period ("1st Extended Due Diligence Period); and (b) upon delivery of written notice to Seller of its election to extend the 1st Extended Due Diligence Period and payment to the Escrow Agent prior to the expiration end of the 1st Extended Due Diligence Period of Additional Earnest Money Deposit in the amount of Five Thousand Dollars ($5,000.00), the Due Diligence Period shall be extended for an additional sixty (60) days ("2nd Extended Due Diligence Period"). The Additional Earnest Money Deposit paid by Buyer in connection with the 1st Extended Due Diligence Period and the 2nd Extended Due Diligence Period shall be non-refundable to the Buyer except in the event of Seller's default hereunder or Seller's inability to delivery title to the Property in the condition required hereunder. As used herein, the Original Due Diligence Period, as the same may be extended by the 1st Extended Due Diligence Period and the 2nd Extended Due Diligence Period, are herein collectively referred to as the "Due Diligence Period".

    In the event Buyer, determines, in its sole judgment, that it is not feasible to acquire the Property and construct its intended project, Buyer shall have the right to terminate this Agreement by delivering written notice of termination to Seller in the manner required hereunder prior to the expiration of the Due Diligence Period. Upon such termination, Buyer shall have the right to direct the Escrow Agent to immediately pay to Buyer the Initial Earnest Money Deposit, without any consent by Seller, and Seller shall have the right to direct the Escrow Agent to immediately pay the Additional Earnest Money Deposit to Seller without any consent by Buyer, and this Agreement shall terminate and the parties shall have no further obligations to each other hereunder. Seller agrees to cooperate with Buyer in any applications or similar procedures to obtain any and all such approvals and permits.

25. **Broker:** Seller represents and warrants to Buyer that no person or entity other than Lee & Associates is entitled to a brokerage fee or commission arising out of the sale of the Property. Seller's Broker shall pay a finders fee to Hardy World, LLC pursuant to a separate agreement.

26. **Marketing**: During the term of the Due Diligence Period, Seller grants Buyer permission to market for lease the building to be erected on the Property. Buyer shall be permitted to list the same for lease on LoopNet, Costar and any other commercially reasonable services.

27. **Construction Obligation**: Buyer shall use it good faith commercially reasonable efforts to commence construction on or before six (6) months from Closing Date or as mutually extended in writing by the parties. Buyer shall use its good faith commercially reasonable efforts to complete construction within twenty-four (24) months from the Close Date, subject to any and all force majeure events including but not limited to any items beyond the control of Buyer as a result of labor disputes, strikes, lock-outs, fire, pandemic or any cause which in the opinion of the parties is beyond the Buyer's control.

28. **Buy Back**: At the Closing, Buyer shall grant Seller in writing, a right to repurchase the Property on the terms set out below, in the event that Buyer fails to meet the obligations outlined in Paragraph 27:

    a. The Purchase Price of the Property shall be equal to the sum of (i) ninety (90%) percent of the Purchase Price paid by Buyer; plus (ii) Seventy-five (75%) percent of any and all direct out of pocket expenses paid by Buyer on its inspections and due diligence costs of the Property.
    b. Prior to the exercise of the right of repurchase by Seller, Seller shall provide to Buyer a thirty (30) day cure notice.

29. **Tax Deferred Property Exchange:** Buyer may assign this Agreement, in whole or in part, and Buyer's rights hereunder, without Seller's prior consent, to a qualified intermediary for the purpose of effecting a tax deferred property exchange under Section 1031 of the Internal Revenue Code, as amended; provided that any such assignment shall not release Buyer from its obligations under this Agreement. Seller agrees to assist and cooperate in such exchange for the benefit of Buyer at no cost, expense or liability to Seller, and Seller further agrees to execute any and all documents as are reasonably necessary in connection with such exchange. Seller shall not be obligated to acquire or convey any other property as part of such exchange. Buyer further agrees to indemnify and hold Seller harmless from any cost or liability resulting from Seller's participation in such exchange for the benefit of Buyer.

30. **Assignment:** Buyer may assign all of its rights and obligations hereunder to a nominee or assignee of its choice without Seller's consent, provided, however, that Buyer shall remain liable for the performance hereof. Seller may assign all of its rights and obligations hereunder only with Buyer's written consent.

31. **Notice:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or made when (i) delivered by hand, or (ii) five (5) business days after deposit in the United States Mail, certified or registered, postage pre-paid, return receipt requested, or (iii) the business day immediately following timely deposit with a nationally recognized overnight courier service (which shall include Federal Express) to the parties at the following addresses:

If to Seller, to:

Eric Phillips
Economic Development Director
Union County – Marysville
227 E. 5th Street
Marysville, OH 43040
Email: ephillips@unioncounty.org
Phone: 937-642-6279

With a copy, to:

City of Marysville, Ohio
Attn: Tim M. Aslaner, City Law Director
209 South Main Street
Marysville, Ohio 43040
Email: 937-645-7370
Phone: Tim Aslaner <taslaner@marysvilleohio.org>

If to Buyer, to:

Hardy World, LLC
61 SR 2044
Bentleyville, PA 15314
Attn: Cheri B. Bomar, Esquire
Telephone: 724-201-6600
Fax: 877-333-2291

By notice complying with the requirements of this Paragraph 28, each party shall have the right to change the address for all future notices, or other communications and payments to such party; provided, however, that the designation of a change of addressee or address, or both, by notice given hereunder shall not be effective until actually received. Any addressee designated above to whom copies of notices are designated to be sent shall be provided copies of notices for informational purposes only, any such copies may be sent via regular mail and a failure to give or to receive copies of notices shall not affect the validity of notice given to the parties or otherwise be construed as a failure to give notice.

32. **Entire Contract:** This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

33. **Miscellaneous:** Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

34. **Headings Not Controlling:** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

35. **Severability:** Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as

to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

36. **Execution and Counterparts:** No legal or equitable rights or obligations shall commence unless and until this Agreement is executed by all of the parties hereto and an executed copy is actually delivered to each of the parties. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

37. **Binding Effect:** This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

38. **Ohio Law**. This Agreement shall be construed in accordance with the laws of the State of Ohio.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS the due execution as of this _____ day of _____, 2022.

SELLERS:

COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY

By:_____
Print name: _____
Title:_____

ATTEST:

_____

BUYER:
HARDY WORLD, LLC

By: _____

Its: _____

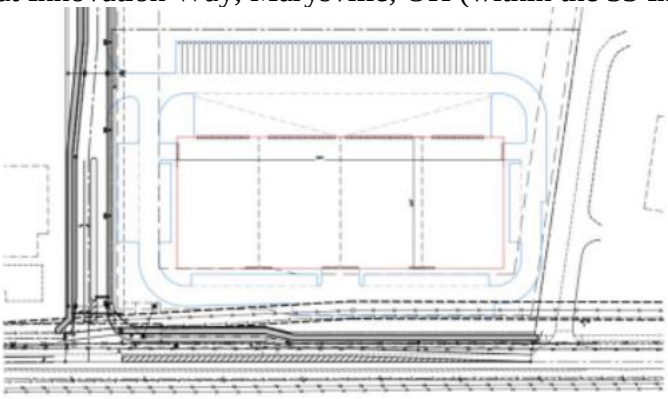
ACCEPTANCE OF EARNEST MONEY DEPOSIT

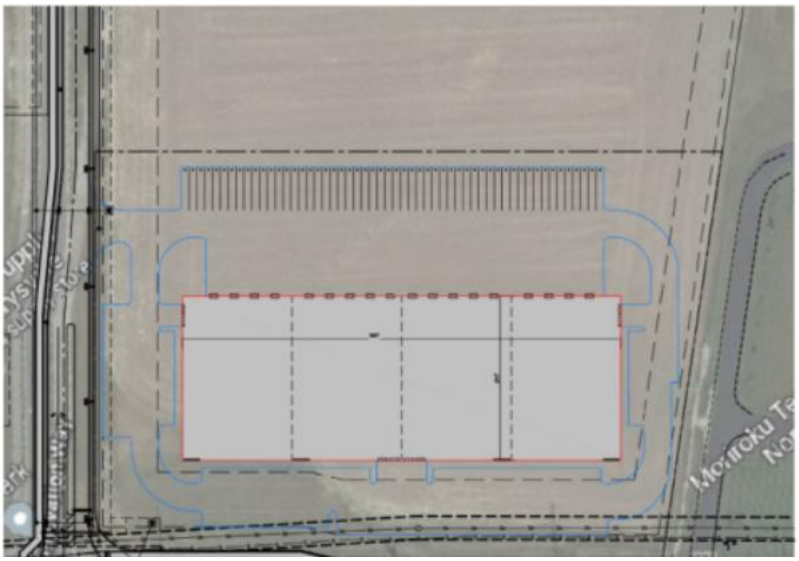
The undersigned hereby accepts that Earnest Money and agrees to act as Escrow Agent under the foregoing Agreement.

Name of Escrow Agent: _____
By: _____
Print Name: _____
Title: _____Date: _____ 20_____

a. **EXHIBIT A**

SUBJECT PROPERTY
9 +/1 acres at Innovation Way, Marysville, OH (within the 33 Innovation Park)





Henk Berbee
Alan Seymour
Aaron Carpenter
Terry Emery

ORDINANCE _____

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR THE ADMINISTRATION – GENERAL FUND IN RELATION TO AN INTERNSHIP IN THE COMMUNICATIONS DEPARTMENT AND MODIFY THE 2022 ANNUAL BUDGET

WHEREAS, the City of Marysville hires interns to assist various departments with tasks and to offer students the opportunity to explore public employment, and

WHEREAS, the City values providing opportunities for those in the community who may require, or desire, experience in their field of study, and

WHEREAS, this supplemental appropriation was supported by the Finance Committee when it was discussed at the March 21, 2022 Finance Committee meeting, now; therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. It is necessary to create new line items to account for Intern payroll costs in various General Fund (Fund 100) departments as follows:

Line Item Number	Department
100103-511019	Interns (Administration)
100105-511019	Interns (Human Resources)
100117-511019	Interns (IT)
100144-511019	Interns (Finance)
100145-511019	Interns (Engineering)

SECTION II. The 2022 Annual Operating Budget of the City of Marysville be amended as follows:

Line Item Number	Line Item	Amount
100103-511019	Interns (Administration)	$4,680.00
100103-521051	PERS	$656.00

100103-521057	Medicare	$82.00

SECTION III. That the 2022 Annual Operating Budget of the City of Marysville be amended as identified above.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE GENERAL FUND AND THE CAPITAL FUND IN RELATION TO THE CONSTRUCTION OF A ROADWAY IN INNOVATION PARK AND MODIFY THE 2022 ANNUAL BUDGET

WHEREAS, an increase of appropriations in the amount of $675,000 to the Capital Fund Line Item 439400-557001 is necessary to extend Innovation Way and to construct the necessary related utility infrastructure; and

WHEREAS, these funds will be transferred from the General Fund; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That there be an increase of appropriations to the Capital Fund and the General Fund line items as follows:

Line Item Number	Line Item	Amount
100190-564017	General Fund	$675,000
439060-460434	Capital Fund	$675,000
439400-557001	Capital Improvements	$675,000

SECTION II. That the 2022 Annual Operating Budget of the City of Marysville be amended as identified above.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE WASTEWATER CAPITAL FUND IN RELATION TO PUMP STATION #2 AND MODIFY THE 2022 ANNUAL BUDGET

WHEREAS, an increase of appropriations in the amount of $2,000,000 to the Waste Water Capital Fund Line Item 536535-557001 is necessary for costs of constructing Pump Station #2; and

WHEREAS, these funds will be transferred from the Waste Water Operating Fund; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That there be an increase of appropriations to the Waste Water Capital Fund Line Item as follows:

Line Item Number	Line Item	Amount
536060-460434	Waste Water Operating Fund: Transfer Out	$2,000,000
535535-564017	Waste Water Capital Fund: Transfer In	$2,000,000
536535-557001	Capital Improvements	$2,000,000

SECTION II. That the 2022 Annual Operating Budget of the City of Marysville be amended as identified above.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

Henk Berbee

ORDINANCE _____

TO AMEND SECTION 110.01, MUNICIPAL POOL PASSES AND ADMISSION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

WHEREAS, the Finance Committee and Utility Rate Working Group have reviewed Section 110.01; and

WHEREAS, it is necessary to modify the definition of "senior" so that it is consistent with other sections of the Codified Ordinances; now, therefore

BE IT ORDAINED BY THE CITY OF MARYSVILLE, STATE OF OHIO, That:

SECTION I: Section 110.01, Municipal Pool Passes and Admission is hereby amended as set forth in Exhibit A, attached and incorporated herein.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

Sec. 110.01. - Municipal pool passes and admission.

	Resident*	Non-Resident**	Active Military Resident****
Pool Season Passes* **			
Individual	$100.00	$150.00	$90.00
Family of 2	$140.00	$180.00	$120.00
Each Additional Family Member (age 5+)	$20.00	$20.00	$20.00
Senior or Child Care Provider	$70.00	$90.00	N/A
Senior Family of 2	$90.00	$115.00	N/A
Daily Admission			
Ages 4 and Under with Adult	Free	Free	Free
Ages 5—18	$5.00	$5.00	$4.00
Ages 19—59	$7.00	$7.00	$6.00
Senior (age 60+)	$5.00	$5.00	N/A
Family of 3	$15.00	$15.00	N/A
Additional Family Member (age 5+)	$3.00	$3.00	N/A
After 5:00 p.m. (age 5+)	$3.00	$3.00	N/A

- The Senior Discount Age will be raised to 61 for 2022, 62 for 2023, 63 for 2024, 64 for 2025 and 65 for 2026. From 2027 and thereafter, the Senior Discount Age will be 65 years of age.

* Resident of the City of Marysville (a person who either lives or works in the City of Marysville).

** Non-resident of the City of Marysville (neither lives nor works in the City of Marysville).

*** 15% Discount on all Season Passes purchased on or before April 15th.

**** In order to receive active military discount, proof of service must be presented by the resident.

Henk Berbee

ORDINANCE _____

TO REPEAL SECTION 931.03, RATES FOR PRIVATE FIRE PROTECTION, OF THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

WHEREAS, the Finance Committee and Utility Rate Working Group have both reviewed Section 931.03 of the Codified Ordinances; and

WHEREAS, imposing these fees have been designed to reimburse the City for the operation and maintenance (O&M) and capital costs for water treatment, supply maintenance, pumping, water tower storage, facility over-sizing and distribution capacity; and

WHEREAS, the Finance Committee and Utility Rate Working Group have determined that the City's capacity fees adequately compensate the City for the costs that the Fire Protection Fees were otherwise designed to cover; now, therefore

BE IT ORDAINED BY THE CITY OF MARYSVILLE, STATE OF OHIO, That:

SECTION I: Section 931.03, Rates for Private Fire Protection, in its entirety, of the Marysville Codified Ordinances is hereby repealed.

SECTION II: The remainder of Chapter 931 of the Codified Ordinance remains intact.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____

Law Director Date _____

_____

MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____

CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO AMEND CHAPTER 945, GARBAGE AND RECYCLING, OF THE MARYSVILLE CODIFIED ORDINANCES

WHEREAS, in order to improve the appearance of the Uptown alleys, the City desires to create an Uptown Refuse District; and

WHEREAS, within the uptown Refuse District, property owners, both commercial and residential, will utilize the City's collection services in lieu of having to privately contract for their own trash collection; and

WHEREAS, the creation of the Uptown Refuse District will result in considerable savings for the property owners and will eliminate the need for each property owner to have their trash toters in the alleys; and

WHEREAS, the Finance Committee has reviewed and supports the creation of the Uptown Refuse District and desires to modify Chapter 945, Garbage and Recycling, of the Marysville Codified Ordinances, as set forth in Exhibit A, which is attached and incorporated herein; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Chapter 945, Garbage and Recycling, of the Marysville Codified Ordinances be amended as set forth in Exhibit A.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

CHAPTER 945. GARBAGE AND RECYCLING[1]

Sec. 945.01. Storage of garbage.

(A) No householder or commercial occupant shall permit to accumulate upon the premises any garbage or other refuse except in covered containers.

(B) All garbage and other refuse shall be placed in the toters provided by the City's garbage and recycling contractor. Where practicable, all garbage shall be drained of liquids and wrapped in papers. All containers shall be washed and treated with a disinfectant as often as necessary to prevent nuisance.

(C) Insofar as practicable, boxes, papers and odd articles shall be crushed and bundled in lengths not to exceed three feet and not to exceed fifty pounds in weight.

(D) No person, unless authorized to do so, shall remove the lid from any refuse container or collect, molest or scatter refuse stored in such container.

(Ord. 56-13. Passed 12-5-2013.)

Sec. 945.02. Collection of garbage and refuse.

(A) The City shall collect, or provide for the collection of all garbage and other refuse from all residential premises within the City at least once a week.

(B) At the discretion of the City may make arrangements to provide for collection of refuse for non-residential accounts where the placement of toters or dumpsters is determined not to be feasible.

(Ord. 56-13. Passed 12-5-2013.)

Sec. 945.03. Disposal of garbage.

(A) All householders in the City shall dispose of all collectable garbage through the municipal collection service and shall not dispose of garbage by any other means, except as otherwise provided in this chapter.

(B) All commercial occupants in the Uptown Refuse District in the City shall dispose of all collectable garbage through the municipal collection service and shall not dispose of garbage by any other means, except as otherwise provided in this chapter.

(C) The City shall be responsible for the collection and disposal of all garbage and other refuse, within reason, created within the City in a manner so as not to cause a public health nuisance or other conditions detrimental to public health and comfort.

[1]Charter reference(s)—Division of Public Works and Streets, Charter § 9.03.

Cross reference(s)—Vehicle loads dropping, sifting, leaking, § 339.08; littering, § 521.08.

State law reference(s)—Collection and disposal of garbage, ORC 715.43, 717.01; employment of scavengers, ORC 3707.39; disposal and transportation upon public ways, ORC 3767.20 et seq.

(D) No person shall interfere with garbage toters containing waste materials, nor shall any person remove garbage toters from the location where placed by the owner thereof, or remove any of the contents of such toters.

(Ord. 56-13. Passed 12-5-2013.)

Sec. 945.04. Service charges.

(A) For trash and garbage service the following monthly rates shall be in effect:

		January 1, 2017	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Householder occupants who are not in excess of 65 years of age	Refuse Fee	$16.00	$16.00	$20.50	$21.00	$21.50	$22.00
Householder occupants who are not in excess of 65 years of age	Sanitation Fee	$5.75	$6.50	$7.00	$7.50	$8.00	$8.50
Householder occupants who are in excess of 65 years of age occupants	Refuse Fee	$10.00	$10.00	$12.75	$12.75	$12.75	$12.75
Householder occupants who are in excess of 65 years of age	Sanitation Fee	$5.75	$6.50	$7.00	$7.50	$8.00	$8.50
Householder occupants in the Uptown Refuse District	Refuse Fee						$7.00
Commercial occupants in the Uptown Refuse District	Refuse Fee						$18.00

Householders desirous of obtaining the reduced pricing for being in excess of 65 years of age are hereby required to make application to the City of Marysville in accordance with City Policy. Approval of the application will be at the discretion of the City after review for: proof of age, residency in the property for which the application is submitted, and other factors as required to determine the person making the application will be the direct beneficiary of the rate reduction.

(B) Anyone desiring to lease an additional trash receptacle from the contracted hauler will be assessed an additional fee per the negotiated contract price ($3.40 per month for the period January 1, 2014—December 31, 2014). This additional fee will be remitted to the contracted hauler as a direct "pass-through" cost for the service provided.

(Ord. 56-13. Passed 12-5-2013; Ord. 46-16. Passed 11-14-2016; Ord. 67-18 . Passed 11-26-2018.)

Sec. 945.05. Collection of service charges; refunds.

(A) All bills for garbage/recycling service delinquent as of July 15th of each year shall have a final written notice issued with full payment due by July 31st. At such time, the Director of Finance may certify such charges, together with a penalty of five percent (5%) thereon, to the County Auditor, who shall place such amount on the tax duplicate and collect such charges as penalties in the same manner as other taxes are collected.

(B) Refunds shall not be made for service discontinued for periods of less than four weeks (one billing cycle). Discontinued service for four weeks or more, spanning over more than one billing cycle, will not be eligible for a refund.

(Ord. 56-13. Passed 12-5-2013.)

Sec. 945.06. Payment of bill; overdue bills.

(A) The owner of the premises served shall be responsible for the payment of all garbage service supplied to their premises.

(B) Bills will be mailed to the address of the premises served unless the owner requests, in writing, that they shall be sent to some other address supplied by him. Failure to receive a bill shall not relieve the owner from obligation to pay for service rendered when due.

(C) Each bill for water service remaining unpaid fifteen (15) days after the bill date shall become delinquent and subject to a five percent (5%) surcharge for late payment.

(D) A customer's bill will be accepted as "on time" if mailed on or before the past due date indicated on the bill. The stamped post office date will determine the mailing date of the customer's payment. The bill will be considered "past due" if it does not meet these stipulations. All past due bills will be assessed a five percent (5%) penalty. The City may assess credit this amount to the customer's account and include this amount within the next billing cycle if sufficient proof is provided and approved by the City.

(Ord. 56-13. Passed 12-5-2013.)

Sec. 945.07. Uncollected garbage a nuisance.

Fermenting, putrefying or odoriferous garbage or other refuse in open containers, or dumped in the open, is declared to be a nuisance and the person responsible shall be liable to prosecution under the provisions of ORC 3767.13 et seq.

(Ord. 56-13. Passed 12-5-2013.)

Sec 945.08. Uptown Refuse District designated.

The following areas are established as the Uptown Refuse District:

(A) South Main Street between Fifth Street and Sixth Street – East side

(B) East Fifth Street between Main Street and Plum Street – South side

Sec. 945.99. Penalty.

Whoever violates any provision of this chapter shall be guilty of a minor misdemeanor.

(Ord. 56-13. Passed 12-5-2013.)

Terry Emery

ORDINANCE _____

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS IN THE SANITATION FUND IN RELATION TO THE UPTOWN REFUSE DISTRICT AND MODIFY THE 2022 ANNUAL BUDGET

WHEREAS, an increase of appropriations in the amount of $3,760 is necessary for the remainder of 2022 for the dumpster to be installed in the Uptown Refuse District; and

WHEREAS, $3,760 is available for appropriation from the Sanitary Operating Fund Balance; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That there be an increase of appropriations to the Sanitary Operating Fund Balance Line Item as follows:

Line Item Number	Line Item	Amount
505505-546012	Contract Services	$3,760

SECTION II. That the 2022 Annual Operating Budget of the City of Marysville be amended as identified above.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO AMEND THE GEOGRAPHICAL BOUNDARY AND HOURS OF OPERATION OF THE DESIGNATED OUTDOOR REFRESHMENT AREA

WHEREAS, on July 23, 2018 City Council passed Ordinance 51-18, which designated property within the Municipal Corporation as a Designated Outdoor Refreshment Area; and

WHEREAS, on January 28, 2019 the geographical boundary of the Designated Outdoor Refreshment Area was amended by Council's approval in Ordinance 03-19 and the map of said area (as amended) is illustrated in Exhibit A, attached and incorporated herein.

WHEREAS, it is the recommendation of City Administration that the geographical boundary of the Designated Outdoor Refreshment Area again be amended to include an expansion to the north and to the south of the current geographical area. This expansion is specifically described and illustrated in Exhibit A; and

WHEREAS, it is also the recommendation of City Administration that the hours of operation change from Thursday – Friday, 4:00 p.m. to 10:00 p.m. and Saturday 2:00 p.m. to 10:00 p.m. to Monday to Sunday (seven days per week) from 12:00 noon to 10:00 p.m.; and

WHEREAS, notice of this proposed amendment of the geographical boundary and hours of operation of the Designated Outdoor Refreshment Area has been published in the local newspaper for two consecutive weeks; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The geographical boundary of the Designated Outdoor Refreshment Area shall be amended as set forth in Exhibit A.

SECTION II. The hours of operation of the Designated Outdoor Refreshment Area shall be Monday to Sunday (seven days per week) from 12:00 noon to 10:00 p.m.

SECTION III. Upon the effective date of this Ordinance, the Clerk of Council shall promptly provide the map of the amended territory and the explanation of amended hours of operation of the Designated Outdoor Refreshment Area to the Division of Liquor Control and to the Investigative Unit of the Department of Public Safety.

Intentionally Left Blank

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

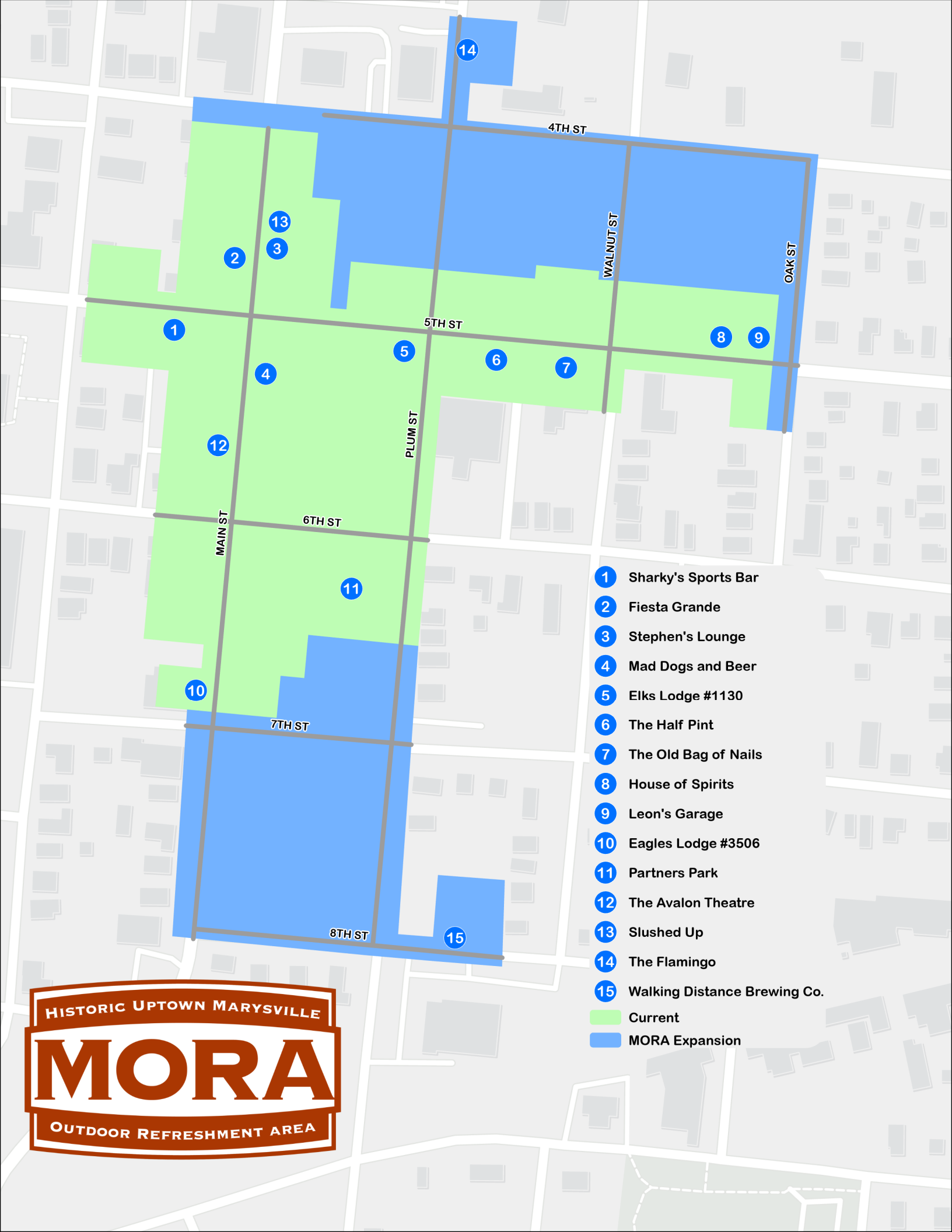
MORA Expansion Boundary Descriptions

North Expansion Boundary

- Consisting of an area beginning between North Court Street and North Main Street, east along Fourth Street, north at North Plum Street, encompassing The Flamingo property, south on North Plum Street to East Fourth Street, east along East Fourth Street, south on North Oak Street past East Fifth Street, west to join to current MORA boundary, north following current MORA boundary just past Leon's Garage, west following current MORA boundary to the place of the beginning.

South Expansion Boundary

- Consisting of an area beginning at West Seventh Street and South Main Street, south along South Main Street on the west side of the street, east on East Eighth Street including the southern sidewalk, north just past the Walking Distance Brewery property, encompassing the property, then heading west, north on South Plum Street including eastern sidewalk, to current MORA boundary, following current MORA boundary west to the place of beginning.


4TH ST
5TH ST
6TH ST
7TH ST
8TH ST
MAIN ST
PLUM ST
WALNUT ST
OAK ST
1 Sharky's Sports Bar
2 Fiesta Grande
3 Stephen's Lounge
4 Mad Dogs and Beer
5 Elks Lodge #1130
6 The Half Pint
7 The Old Bag of Nails
8 House of Spirits
9 Leon's Garage
10 Eagles Lodge #3506
11 Partners Park
12 The Avalon Theatre
13 Slushed Up
14 The Flamingo
15 Walking Distance Brewing Co.
Current
MORA Expansion
HISTORIC UPTOWN MARYSVILLE
MORA
OUTDOOR REFRESHMENT AREA

ORDINANCE _____

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO AMEND PART ELEVEN – APPENDIX, GLOSSARY OF TERMS OF THE PLANNING AND ZONING CODE CONTAINED WITHIN THE CODIFIED ORDINANCES OF THE CITY OF MARYSVILLE

WHEREAS, on March 1, 2022 Administration presented recommended changes to Part Eleven, Appendix, Glossary of Terms of the Planning and Zoning Code contained within the Marysville Codified Ordinances, to the Planning Commission; and

WHEREAS, the Planning Commission reviewed Part Eleven, Appendix, Glossary of Terms of the Planning and Zoning Code of the Marysville Codified Ordinance, and has by Resolution recommended approval of the zoning amendments set forth in Exhibit A, attached and incorporated herein; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant Section 1141.34 of the Planning and Zoning Code; and

WHEREAS, pursuant to Section 1141.35 and 1141.36 of the Marysville Codified Ordinances, City Council has held a public hearing on the aforementioned zoning amendment with the publication of at least seven (7) days notice of said hearing; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Part Eleven, Appendix, Glossary of Terms, of the Planning and Zoning Code contained within the Codified Ordinances of the City of Marysville as set forth in Exhibit A is hereby amended. The remainder of the Appendix Glossary of Terms shall remain intact.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

ATTEST:

_____
CLERK OF COUNCIL

_____
MAYOR/PRESIDENT OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING CODE AMENDMENT TO PART ELEVEN – APPENDIX, GLOSSARY OF TERMS OF THE PLANNING AND ZONING CODE

WHEREAS, the City Planning Commission has reviewed Part Eleven of the Marysville Planning and Zoning Code; and

WHEREAS, The City Planning Commission has recommended APPROVAL for the zoning amendments as set forth in Part Eleven - Appendix, Glossary of Terms, of the Planning and Zoning Code; and the amendments are set forth in Exhibit A, and attached and incorporated herein; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant to Section 1141.34 of the Planning and Zoning Code, now therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Planning Commission recommends to City Council, that the requested zoning code amendment, to rezone Part Eleven – Appendix, Glossary of Terms of the Planning and Zoning Code be **APPROVED** in accordance with the Appendix, Glossary of Terms, to this Resolution.

Passed 3-1-2022

_____
Chairman of Planning Commission

ATTEST:

_____
City Planner

EXHIBIT A

Family: A person living alone, or two or more persons living together as a single housekeeping unit in a dwelling unit, as distinguished from a group occupying a rooming house, motel or hotel, dormitory, fraternity or sorority house, provided, that "family" shall not include more than four persons unrelated to each other by blood, marriage or legal custodial relationships.

Rooming House: Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is provided by the occupant to more than four persons who are not husband or wife, son or daughter, mother or father, or sister or brother of the occupant.

Rooming Unit: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

ORDINANCE _____

TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 2.749 ACRES (PARCEL # 2900130130020) FROM SUBURBAN RESIDENTIAL DISTRICT (SRD) TO SUBURBAN COMMERCIAL DISTRICT (SCD) LOCATED EAST OF STATE ROUTE 4 AND NORTH OF SCOTT FARMS BOULEVARD

WHEREAS, the Planning Commission has reviewed the zoning amendment application to rezone real property parcel # 2900130130020, located east of State Route 4 and north of Scott Farms Boulevard, from Suburban Residential District (SRD) to a Suburban Commercial District (SCD); and

WHEREAS, the City Planning Commission held a public hearing regarding this application and in reviewing the comprehensive plan for the City, has recommended that the aforementioned zoning amendment application be amended; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant Section 1141.34 of the Planning and Zoning Code; and

WHEREAS, pursuant to Section 1141.35 and 1141.36 of the Marysville Codified Ordinances, City Council has held a public hearing on the aforementioned zoning amendment with the publication of at least seven (7) days notice of said hearing; now,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. City Council agrees with the recommendation from Planning Commission, and parcel # 2900130130020, +/- 2.749 acres shall be rezoned from Suburban Residential District (SRD) to Suburban Commercial District (SCD), as set forth in Exhibit A, attached and incorporated herein.

SECTION II. The Clerk of Council shall cause the City's Zoning Map to be modified consistent with this amendment.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director Date _____

_____
MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING CODE AMENDMENT (RE-ZONING) APPLICATION TO THE EXISTING PARCEL: #2900130130020 FROM SRD (SUBURBAN RESIDENTIAL DISTRICT) TO SCD (SUBURBAN COMMERCIAL DISTRICT)

WHEREAS, the City Planning Commission has reviewed an application to amend the existing Parcel: #2900130130020 from SRD (Suburban Residential District) to SCD (Suburban Commercial District).

WHEREAS, on March 1, 2022, the City Planning Commission recommended APPROVAL for the zoning request; and,

WHEREAS, a recommendation from the City Planning Commission is required pursuant to 1141.34 of the Planning and Zoning Code, and said recommendation is to be provided to City Council for approval, now therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Planning Commission recommends to City Council that the requested zoning code amendment to rezone existing Parcel: #2900130130020 from SRD (Suburban Residential District) to SCD (Suburban Commercial District) be APPROVED in accordance with this Resolution.

SECTION II. That the Official City Zoning Map be amended to reflect the aforementioned zoning map amendment request.

Passed _____3-1-2022_____

_____
Chairman of Planning Commission

ATTEST:

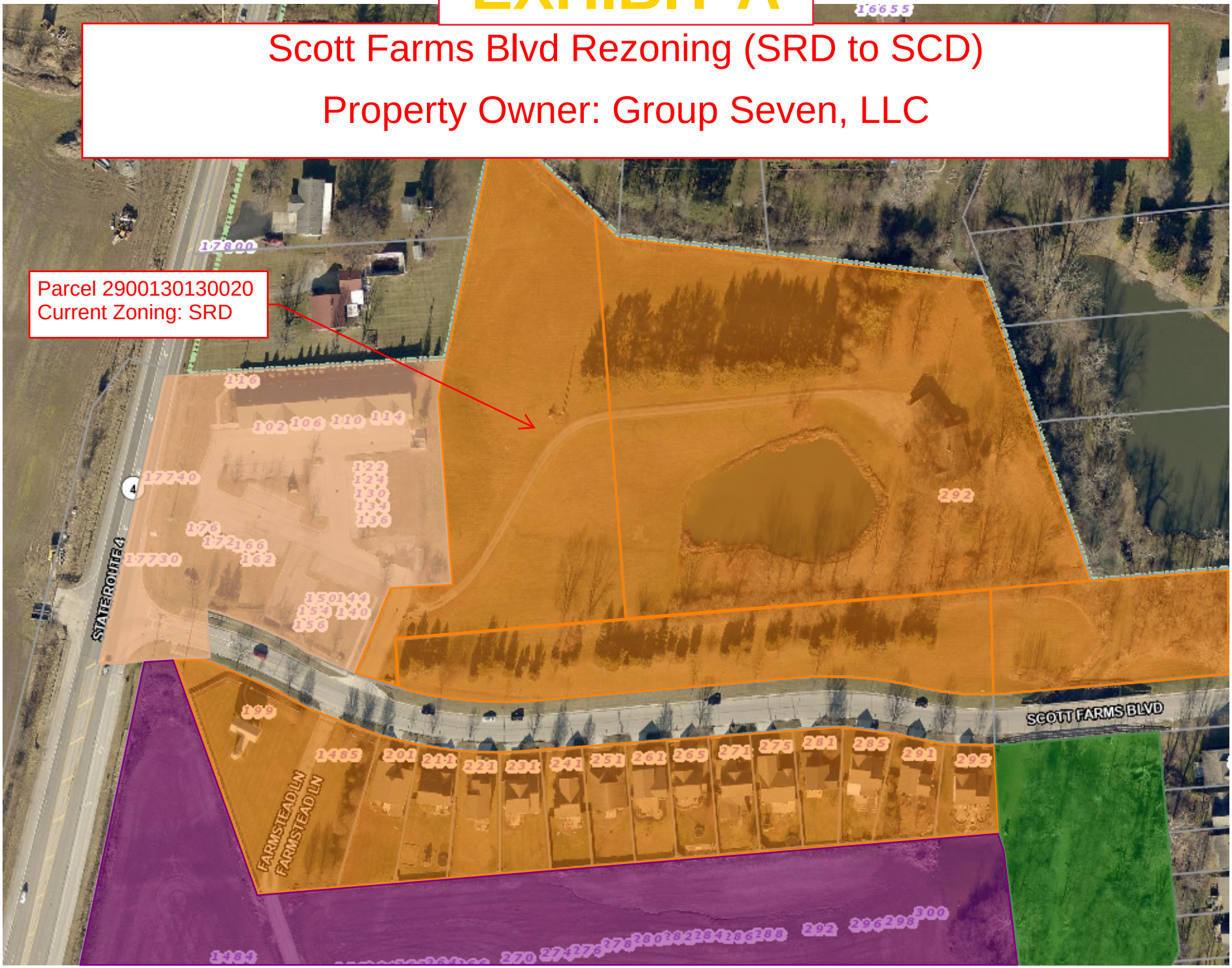
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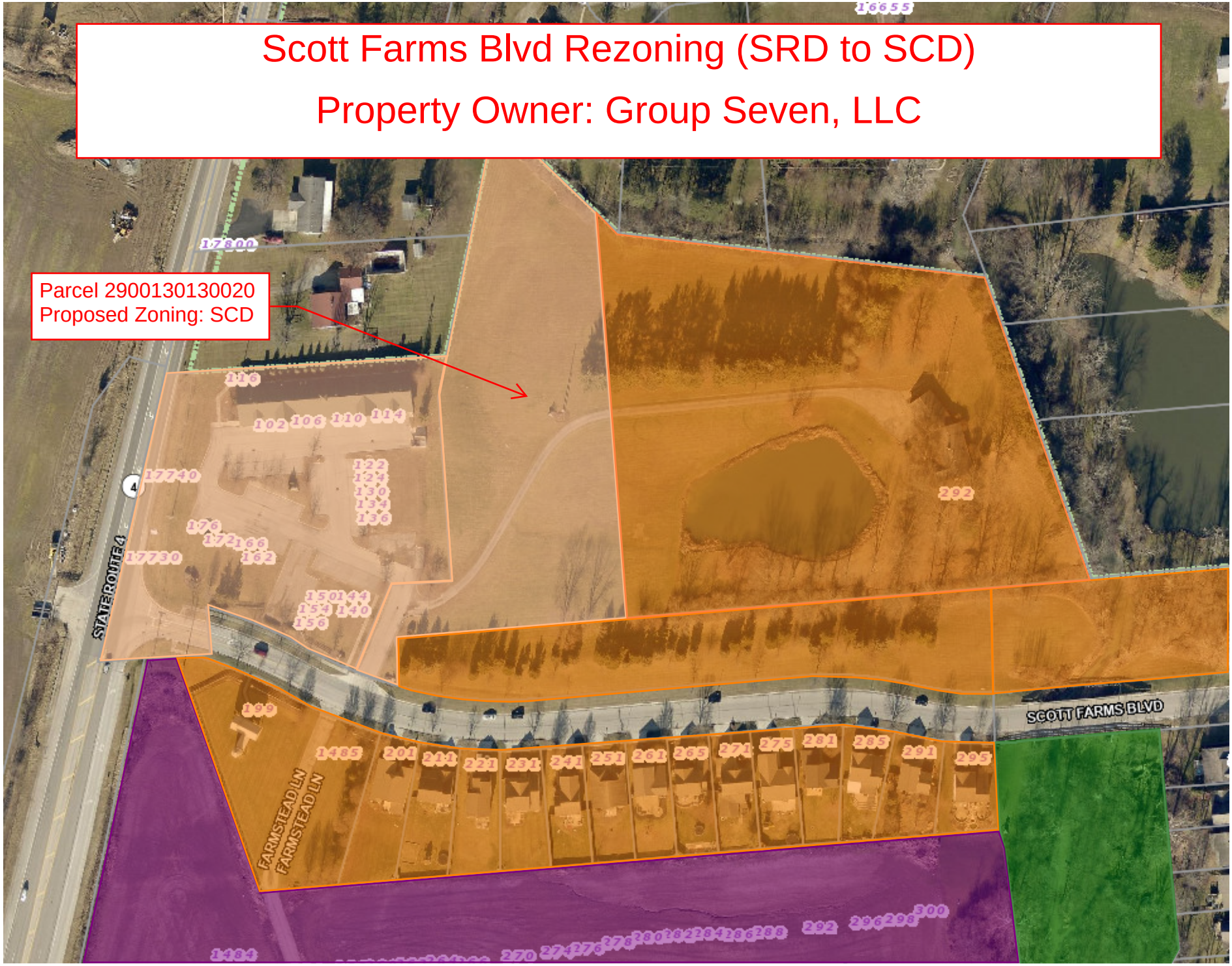
City Planner

EXHIBIT A

Scott Farms Blvd Rezoning (SRD to SCD)

Property Owner: Group Seven, LLC




Scott Farms Blvd Rezoning (SRD to SCD)
Property Owner: Group Seven, LLC
Parcel 2900130130020
Proposed Zoning: SCD
STATE ROUTE 4
SCOTT FARMS BLVD
FARMSTEAD LN
FARMSTEAD LN

Scott Farms Blvd Rezoning (SRD to SCD)

Property Owner: Group Seven, LLC

(Archive Zoning, OR, Previous overlap of commercial & residential zoning)



ORDINANCE _____

TO APPROVE A ZONING MAP AMENDMENT TO REZONE +/- 1.16 ACRES, PARCELS # 2900020970000, 2900020990000 AND 2900020980000 FROM VILLAGE RESIDENTIAL DISTRICT (VRD) TO HOSPITAL MIXED-USE (HMD) LOCATED ON LONDON AVENUE

WHEREAS, the Planning Commission has reviewed the zoning map amendment application to rezone real property parcels # 2900020970000, 2900020990000 and 2900020980000, located on London Avenue, from Village Residential District (VRD) to a Hospital Mixed-Use (HMD); and

WHEREAS, the City Planning Commission held a public hearing regarding this application and in reviewing the comprehensive plan for the City, has recommended that the aforementioned zoning amendment application be amended; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant Section 1141.34 of the Planning and Zoning Code; and

WHEREAS, pursuant to Section 1141.35 and 1141.36 of the Marysville Codified Ordinances, City Council has held a public hearing on the aforementioned zoning amendment with the publication of at least seven (7) days notice of said hearing; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. City Council agrees with the recommendation from Planning Commission, and parcels # 2900020970000, 2900020990000 and 2900020980000, +/- 1.16 acres shall be rezoned from Village Residential District (VRD) to Hospital Mixed-Use (HMD), as set forth in Exhibit A, attached and incorporated herein.

SECTION II. The Clerk of Council shall cause the City's Zoning Map to be modified consistent with this amendment.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____

Law Director Date _____

_____

MAYOR/PRESIDENT OF COUNCIL

ATTEST:

_____

CLERK OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING CODE AMENDMENT (RE-ZONING) APPLICATION TO THE EXISTING PARCELS: #2900020970000, 2900020990000, 2900020980000 FROM VRD (VILLAGE RESIDENTIAL DISTRICT) TO HMD (HOSPITAL MIXED-USE)

WHEREAS, the City Planning Commission has reviewed an application to amend the existing Parcels: #2900020970000, 2900020990000, 2900020980000 from VRD (Village Residential District) to HMD (Hospital Mixed-Use).

WHEREAS, on March 1, 2022, the City Planning Commission recommended APPROVAL for the zoning request; and,

WHEREAS, a recommendation from the City Planning Commission is required pursuant to 1141.34 of the Planning and Zoning Code, and said recommendation is to be provided to City Council for approval, now therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Planning Commission recommends to City Council that the requested zoning code amendment to rezone existing Parcels: #2900020970000, 2900020990000, 2900020980000 from VRD (Village Residential District) to HMD (Hospital Mixed-Use) be APPROVED in accordance with this Resolution.

SECTION II. That the Official City Zoning Map be amended to reflect the aforementioned zoning map amendment request.

Passed _____3-1-2022_____

_____
Chairman of Planning Commission

ATTEST:



City Planner

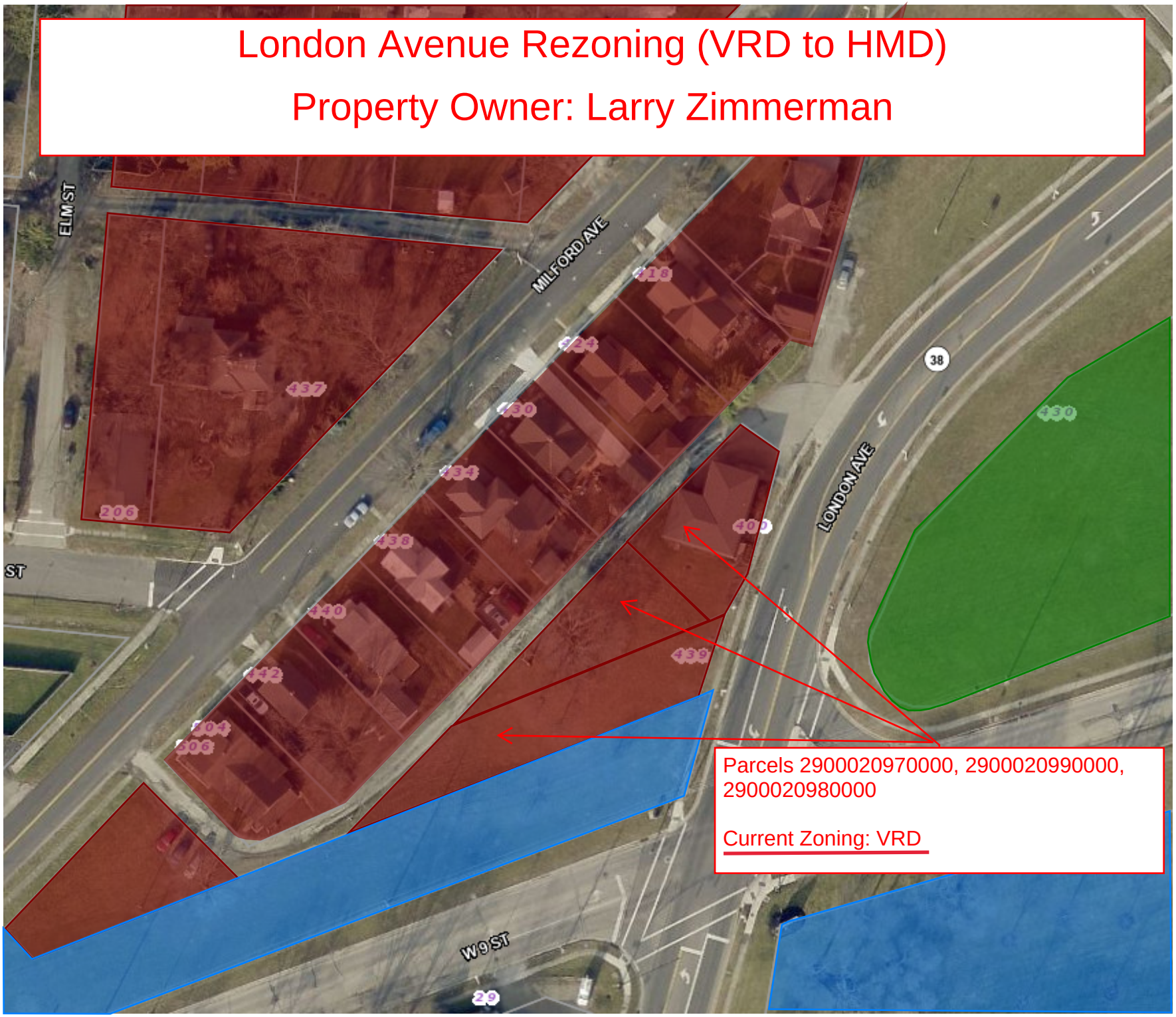
EXHIBIT A

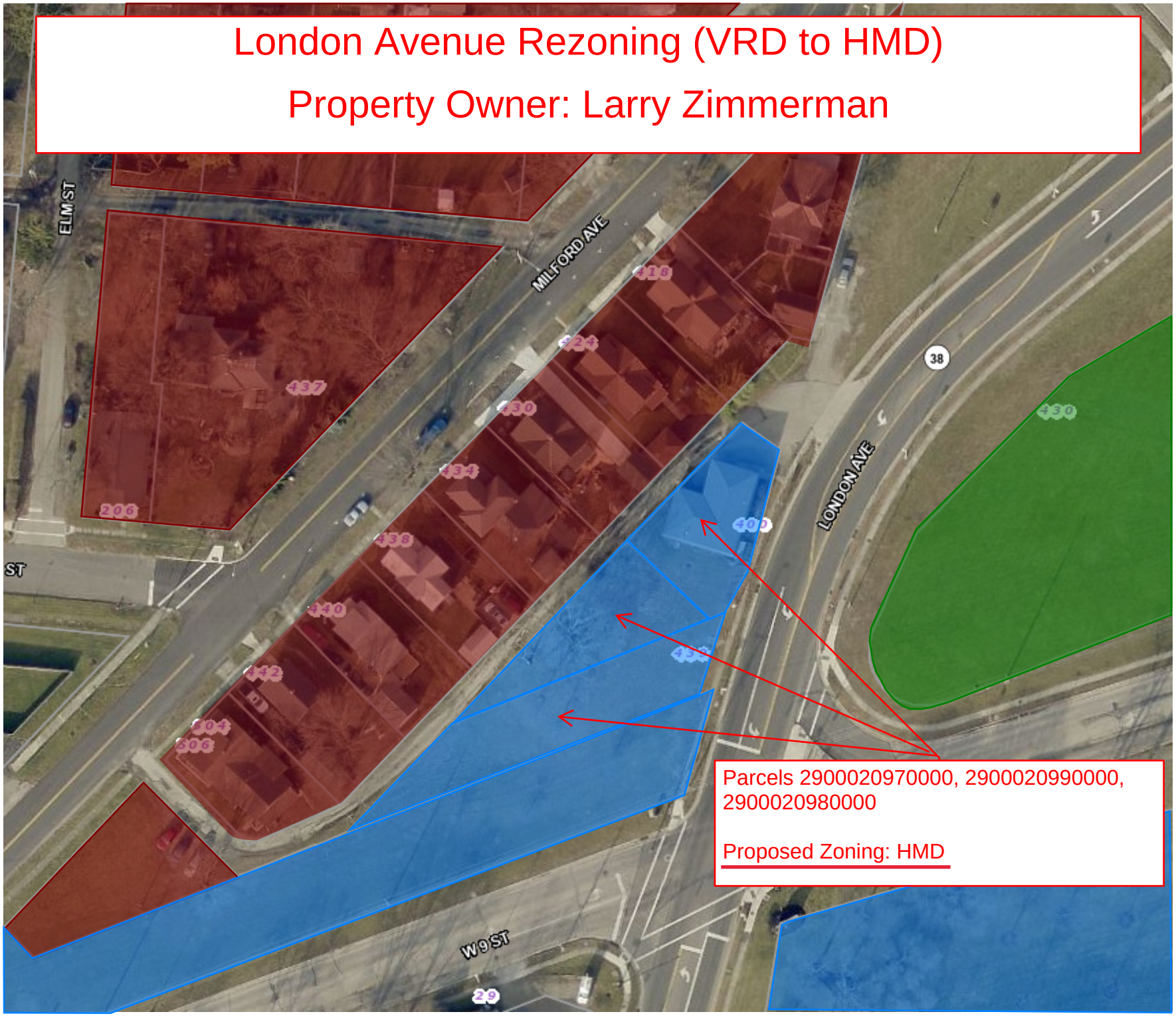
London Avenue Rezoning (VRD to HMD)Property Owner: Larry Zimmerman



London Avenue Rezoning (VRD to HMD)

Property Owner: Larry Zimmerman




London Avenue Rezoning (VRD to HMD)
Property Owner: Larry Zimmerman
ELM ST
MILFORD AVE
LONDON AVE
W 9 ST
ST
38
206
418
424
430
434
437
438
440
442
400
430
29
Parcels 2900020970000, 2900020990000, 2900020980000
Proposed Zoning: HMD

J.R. RAUSCH
TERRY EMERY

ORDINANCE NO. _____

TO DECLARE THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED AT THE MARYSVILLE PLAZA SITE IN THE CITY OF MARYSVILLE, UNION COUNTY, OHIO TO BE A PUBLIC PURPOSE; TO DECLARE SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; TO DESIGNATE SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; TO REQUIRE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; TO ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; TO DELEGATE APPROVAL OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT OR SIMILAR AGREEMENT AND RELATED INSTRUMENTS TO THE BOARD OF CONTROL; AND TO PROVIDE RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(B), 5709.42, 5709.43, 5709.832 AND 5709.85.

WHEREAS, Ohio Revised Code ("R.C.") Section 5709.40(B) provides that this Council may, under certain circumstances, (i) declare improvement to parcels of real property located in the City of Marysville (the "City") to be a public purpose, thereby granting to that improvement an exemption from real property taxation, and (ii) designate specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the parcels for which improvement is declared to be a public purpose; and

WHEREAS, the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") is located in the State of Ohio (the "State"), County of Union (the "County"), and the City, with each parcel of the Property referred to herein as a "Parcel" (whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, the current and future owners of the Property (each an "Owner" and collectively the "Owners") intend to develop the Property by constructing approximately 240 multi-family units and a commerce center with three (3) outlots for future commercial developments, together with related site improvements thereon, and otherwise improving the Property (the "Project"), provided that the appropriate development incentives are available to support this development; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of real property taxes ("Service Payments," as further defined below) with respect to the Property pursuant to R.C. Section 5709.42; and

WHEREAS, the City desires to facilitate the construction of the public infrastructure improvements described in Exhibit B attached hereto and incorporated herein by this reference (the "Public Infrastructure Improvements"); and

WHEREAS**,** this Council has determined to provide for the execution and delivery of a Cooperative Agreement or similar agreement (as defined below) in order to provide the Public Infrastructure Improvements; and

WHEREAS, pursuant to R.C. Section 5709.91 and the Cooperative Agreement, the City intends to require the owner or owners of each Parcel to make minimum service payments on or before the final dates for payment of real property taxes, in the minimum amounts set forth in the Cooperative Agreement; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of the Marysville Exempted Village School District (the "School District") and the Ohio Hi-Point Joint Vocational School District (the "Joint Vocational School District") in accordance with and within the time period prescribed in R.C. Section 5709.83; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I: The Public Infrastructure Improvements described in Exhibit B attached hereto intended to be made or caused to be made by the City are hereby designated as public infrastructure improvements that, once made, will directly benefit the Property.

SECTION II: Seventy-five percent (75%) of the increase in the assessed value of each Parcel within the Property after the effective date of this Ordinance (each of which increase in assessed value is an "Improvement" as defined in R.C. Section 5709.40) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel the earlier of the first day of (a) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined of at least $35,000 (i.e., an increase in true value of $100,000), or (b) tax year 2030, and ending for each Parcel on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43.

SECTION III: As provided in R.C. Section 5709.42, the Owner of any Parcel with an Improvement is required hereby to make annual payments in lieu of taxes to the County Treasurer of Union County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Each such payment (including interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if they were not exempt from taxation (with the payments in lieu of tax, including any penalties and interest, being the "Service Payments"). The County Treasurer shall remit all Service Payments and minimum service payments to the City for deposit in the Marysville Plaza Municipal Public Improvement Tax Increment Equivalent Fund (the "Fund") established in Section 5 hereof. This Council hereby authorizes the City Manager or other

appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of such instruments as are necessary and incidental to collect those Service Payments and minimum service payments and to make such arrangements as are necessary and proper for payment of the Service Payments and minimum service payments. Any late payments shall be subject to penalty and bear interest at the then current rate established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. The Service Payments and minimum service payments shall be allocated and deposited in accordance with Sections 4 and 5 of this Ordinance.

SECTION IV: Pursuant to R.C. Section 5709.91 and the Cooperative Agreement (as defined below), in order to ensure sufficient funds to finance the Public Infrastructure Improvements during the period when the exemption granted by this Ordinance is in effect for each parcel, the Owner or Owners of each Parcel are hereby required to make, and shall make, minimum service payments with respect to the Improvements on each such Parcel to or as directed by the City on or before the dates for such payments directed in the TIF Agreement. Each minimum service payment shall be in the amounts specified in the TIF Agreement and memorialized in a recorded instrument recorded on each Parcel.

SECTION V: This Council hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.43, the Fund, into which shall be deposited all of the Service Payments and minimum service payments distributed to the City with respect to the Improvements to Parcels of the Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.42, and hereby appropriates all of the moneys deposited in the Fund from time to time to pay any costs associated with the Public Infrastructure Improvements approved by the City, including, but not limited to, the "costs of permanent improvements" described in R.C. Section 133.15(B).

The Fund shall remain in existence so long as Service Payments and minimum service payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 2 hereof, after which said Fund shall be dissolved in accordance with R.C. Section 5709.43(D). Upon dissolution, any incidental surplus money remaining in the Fund shall be transferred to the City general fund as provided in R.C. Section 5709.43(D).

The City shall distribute amounts in the Fund after each semi-annual settlement of real property taxes and in the following order of priority:

(a) First, to pay the costs of the Public Infrastructure Improvements, including the costs of financing the Public Infrastructure Improvements, which payment will be accomplished by paying the amount of Service Payments actually received into the Fund, to or at the direction of the Columbus-Franklin County Finance Authority as provided in the Cooperative Agreement or as otherwise determined by the City; and

(b) Second, for any other lawful purpose.

SECTION VI: This Council hereby authorizes the City to negotiate, execute, deliver, and perform a Tax Increment Financing and Cooperative Agreement with Vision Development, Inc. or its affiliates, the Columbus-Franklin County Finance Authority, as bond issuer, and any other proper party (the "Cooperative Agreement"), in such form as may be approved by the Board of Control ("Board"). The Board is hereby authorized to direct the City Manager, for and on behalf of the City, to execute and deliver the Cooperative Agreement in such form as the Board shall approve, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the signature of the City Manager on the Cooperative Agreement. The Board is further hereby authorized to direct the City Manager execute and deliver any additional agreements or instruments as the Board shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, including but not limited to a Service Payment Agreement in substantially the form used by the City in similar prior transactions. The City shall be authorized to perform its obligations under any of those agreements or instruments subject to further action by the Board.

SECTION VII: This Council hereby authorizes the City Manager or other appropriate officers of the City to take such actions as are necessary or appropriate to implement the transactions contemplated by this Ordinance, including the filing of one or more applications for exemption and any related forms in accordance with R.C. Section 5709.911.

SECTION VIII: In accordance with Ohio Revised Code Section 5709.832, the City hereby determines that no employer located in the Property shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

SECTION IX: This Council hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and Joint Vocational School District in accordance with R.C. Section 5709.83, and hereby ratifies the giving of that notice.

SECTION X: This Council hereby designates the tax incentive review council (the "TIRC") established in Resolution No. 17-19, passed August 12, 2019, as the TIRC that shall annually review the exemptions provided pursuant to this Ordinance as required by R.C. Section 5709.85.

SECTION XI: The Clerk of this Council is hereby directed to deliver, not later than 15 days after the effective date of this Ordinance, a copy thereof to the Director of the Department of Development of the State of Ohio and to further deliver to such Director, not later than March 31 of each year during which the tax exemption remains in effect, a status report outlining the progress of the project herein described.

XII: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council 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 XIII: This ordinance shall take effect and be in force at the earliest date permitted by law.

Signed:

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

APPROVED AS TO FORM:

_____

Law Director Date

_____

City Manager/President of Council

Attest:

_____

Clerk of Council

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel No.	Property Owner's Name	Acreage
2900190080000	Marysville Plaza LLC	15.24

MAP OF PROPERTY

Union County, Ohio



LEGEND

Parcels included in Marysville Plaza TIF

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Union County, Ohio

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Infrastructure Improvements may include, but are not limited to the following:

1. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to the Property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore;

2. Constructing and reconstructing public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto;

3. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;

4. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing;

5. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service, including aid to construction fees for gas, aid to construction fees for electric, with related site improvements and appurtenances thereto;

6. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 5;

7. Demolition and excavation, including demolition and excavation on private property when determined to be necessary to promote economic development purposes;

8. Professional fees, including architectural, engineering, contract administration, and legal costs;

9. All inspection fees and other governmental fees related to the foregoing; and

10. Any other costs for the aforesaid Public Infrastructure Improvements as permitted by law.

The Public Infrastructure Improvements above specifically include the costs of financing the Public Infrastructure Improvements, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be "public infrastructure improvements" as defined in Ohio Revised Code Section 5709.40(A)(8) and are intended to benefit the real property described in Exhibit A.