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

MARYSVILLE CITY COUNCIL AGENDA
January 27, 2025 at 7:00 P.M.
Council Chambers – 209 S. Main Street – 2nd Floor

This meeting is available to watch live or archived by clicking here

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

ROLL CALL:

APPROVAL OF MINUTES: January 6, 2025 Council Work Session Meeting Minutes.
January 13, 2025 City Council Meeting Minutes.

APPOINTMENTS:

ADMINISTRATIVE REPORT:

REPORT OF CLERK OF COUNCIL:

PLANNING COMMISSION REPORT:

DESIGN REVIEW BOARD REPORT:

HEARING OF CITIZENS:

RESOLUTIONS:

Res. A	1st Reading Title Only	TO AUTHORIZE THE UPTOWN MARYSVILLE FACADE IMPROVEMENT GRANT PROGRAM FOR 2025
		Administration:
		Council:

Res. B 1st Reading Title Only — A RESOLUTION AUTHORIZING THE HOME IMPROVEMENT REIMBURSEMENT GRANT PROGRAM

Administration:

Council:

ORDINANCES:

Ord. A 1st Reading Title Only — 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

Administration:

Council:

Ord. B 1st Reading Title Only — TO APPROVE PLANNING COMMISSION'S RECOMMENDATION FOR A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1121.08 SUBURBAN COMMERCIAL DISTRICT, SECTION 1121.11 NEIGHBORHOOD COMMERCIAL DISTRICT, 1121.15 REGIONAL MIXED-USE DISTRICT, SECTION 1123.33 SMALL BOX DISCOUNT RETAIL STORES AND THE APPENDIX – GLOSSARY OF TERMS

Administration:

Council:

Ord. C 1st Reading Title Only — TO APPROVE PLANNING COMMISSION'S RECOMMENDATION FOR A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1123.19 ENCLOSED ACCESSORY STRUCTURES IN THE SUBURBAN RESIDENTIAL DISTRICT (SRD), VILLAGE RESIDENTIAL DISTRICT (VRD), NEIGHBORHOOD COMMERCIAL DISTRICT (NCD), AND AGRICULTURAL RESIDENTIAL DISTRICT (ARD)

Administration:

Council:

Ord. D 1st Reading Title Only — TO AMEND THE GEOGRAPHICAL BOUNDARY OF THE DESIGNATED OUTDOOR REFRESHMENT AREA, KNOWN AS THE MARYSVILLE OUTDOOR REFRESHMENT AREA "MORA" IN THE CITY OF MARYSVILLE

Administration:

Council:

Ord. E	2nd Reading Public Hearing	TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION FOR THE CONSTRUCTION OF THE RESERVOIR CONNECTOR TRAIL PHASE 2 PROJECT Administration: Citizens: Council:
Ord. F	2nd Reading Public Hearing	TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT KNOWN AS THE MEMORIAL HEALTH, JEROME VILLAGE EXPANSION AMENDMENT Administration: Citizens: Council:
Ord. G	3rd Reading Title Only	TO AUTHORIZE THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED $3,335,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF (I) ACQUIRING, DESIGNING, IMPROVING AND CONSTRUCTING VARIOUS PUBLIC SERVICE RELATED PROJECTS, (II) CONSTRUCTING AND INSTALLING ROAD AND TRAFFIC SIGNALIZATION IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING, RECONSTRUCTING, WIDENING, OPENING, IMPROVING, RESURFACING, AND PAVING VARIOUS STREETS, ROADS, CURBS AND SIDEWALKS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, AND (IV) CONSTRUCTING AND RECONSTRUCTING VARIOUS CAPITAL PROJECTS IN INNOVATION PARK, INCLUDING ELECTRICAL, LANDSCAPING AND STREETSCAPING IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; AND RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND AUTHORIZING AND APPROVING RELATED MATTERS Administration: Council:

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

ADJOURN:

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

CITY COUNCIL WORK SESSION MEETING MINUTES
Monday, January 6, 2025 – 6:00 p.m.
Police & Court Facility, 1250 W. Fifth Street, Marysville, Ohio

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

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

INVOCATION: President Boerger asked for a moment of silence to remember the lives lost and injuries from the January 6, 2021 insurrection.

CITY COUNCIL MEMBERS PRESENT: Donald Boerger, Henk Berbee, Mark Reams, Zack Bordner, Scott Hunter and Steven Wolfe. There is one vacant At Large City Council Member seat.

CITY ADMINISTRATION PRESENT: *City Manager* Terry Emery, *Law Director* Tim Aslaner, *Police Chief* Tony Brooks, *City Engineer* Kyle Hoyng, *Human Resources Director* Brian Dostanko, *Director of Economic Development* Eric Phillips, and *Clerk of Council* McKenzie Proudfoot.

ADDITIONAL PERSONS PRESENT: *Marysville Journal Tribune* Mike Williamson and Kathy Young.

FINANCE COMMITTEE REPORT: Councilman Berbee stated that during the December 16, 2024 Finance Committee Meeting, the November 2024 Financials were reviewed and approved. He said there continues to be a good balance of understanding with regard to needs versus wants. The City and City Council do a good job ensuring needs for the City of Marysville are met.

PUBLIC SAFETY/SERVICE COMMITTEE REPORT: Councilman Hunter stated the December Public/Safety Service Committee meeting was cancelled. There was potentially going to be a student presentation, but that was rescheduled, so we were able to engage in the Marysville Tree Lighting Ceremony. Councilman Hunter asked for more information regarding what the student presentation will be about. Engineer Hoyng said Public Service Director Jeremy Hoyt engaged students at the Early College High School to complete a project regarding how they would make the 5th Street corridor better. The students will present their feedback.

AGENDA ITEMS:

- **Review of the Rules of Council:** Potential edits to the Rules of Council were discussed. A summary of the potential amendments, as a reflection of the dialogue, is provided in Exhibit A. It was decided that this topic will be presented again at the February 3, 2025 Council Work Session.

- **MORA Boundaries Discussion**: Councilman Bordner expressed interest to expand the Marysville Outdoor Refreshment Area (MORA) boundaries to include Happenstance Brewing Project. He said he spoke with the owners about a month ago and they asked how to be included. He said he is following-up on their request. The current boundary ends at Leon's, and by not extending the boundary, they are almost at a competitive disadvantage. It would be mutually beneficial for them, and for other businesses, to include Happenstance. Manager Emery asked if we should include the Silo area as well, given that area will be added in the coming years. Or, we can just come back to Council at that time. There was general dialogue and it was decided to proceed with only including Happenstance Brewing Project into the MORA at this time. President Boerger said he would like to see a vision put together for the MORA boundaries to define what the boundaries should be, instead of just adding arms to the MORA every time a business opens. It was decided that a working group would be put together.

THE POTENTIAL TO ADJOURN TO EXECUTIVE SESSION TO CONSIDER THE APPOINTMENT OF A PUBLIC OFFICIAL: President Boerger said there is no longer a need to adjourn to Executive Session to consider the appointment of a public official. However, there is a need to adjourn to Executive Session to discuss the purchase of property. Additionally, he stated that the vacancy on Council is open until January 13, 2025 at 5:00 p.m. Following the close, if there are more than seven candidates, the President and Vice President of Council will narrow the list down. As of now, interviews are scheduled to occur on the evening of January 21, 2025.

At 8:50 p.m., Councilman Wolfe moved to adjourn to Executive Session to consider the appointment of a public official, Councilman Hunter seconded, and the question put, stood:

Mr. Berbee YES;	Mr. Boerger YES;	Mr. Hunter YES;	Mr. Reams YES;
Mr. Bordner YES;	Mr. Wolfe YES.		

Vote 6-0; Motion carried.

At 9:10 p.m., Council adjourned to Open Session.

ADJOURN: There being no further business to bring before Council, Councilman Wolfe moved to adjourn the meeting. Affirmative voice vote in favor was unanimous. The meeting adjourned at 9:10 p.m.

EXHIBIT A

Below reflects the Rules of Council that were reviewed on January 6, 2025. The red text and the comments on the right indicate feedback provided prior to the meeting. Blue text indicates a summary of the dialogue that occurred during the meeting and the next steps that were decided upon.

SECTION I **GENERAL AUTHORITIES AND APPLICABILITY**

Rule 1.0 **Rules of Council:** These Rules of Council apply when not in conflict with the Charter of the City of Marysville, the City Code of Ordinances or the Rules of the State of Ohio. Until such time as they are amended or new rules are adopted by Resolution, these Rules govern the order and conduct of business of the Council.

Rule 1.1 **Violation of Rules:** During legislative body meetings, any member who thinks the Rules are being violated may make a point of order to call for the presiding officer to enforce the Rules.

Rule 1.2 **Review of Rules:** Council shall review and revise these Rules at least annually, or as needed at a Work Session. Any annual review that requires amendment(s) to the Rules of Council shall be presented as a One Reading Resolution presented to Council by the first regularly scheduled Council Meeting in March. Any changes will be in effect immediately following the passage of the One Reading Resolution ~~supported by a majority of Councilmembers~~. ~~If the changes are not approved by a majority of members, the existing Rules of Council shall remain in effect.~~ Director Aslaner said this potential edit provides clarification. Councilman Border recommended removing the last sentence as well. Edits were agreed upon by Council.

Rules of Council may be adopted, amended or repealed at any time as deemed necessary by Council by Resolution (one reading only) ~~by a majority vote of Council~~. Edit was agreed upon by Council.

Rule 1.3 **Items not Addressed in the Rules:** To the extent these Rules do not address an issue of parliamentary procedure for legislative body meetings, Roberts Rules of Order shall apply.

SECTION II **RULES AND PROCEDURES OF CITY COUNCIL MEETINGS**

Councilman Hunter said he desires to have more concise process for excusing absences. He said the process the City of Dublin follows is listed in the comment with this section. If amended, Section 11.1.4 would also have to be amended. Currently, if a Council Member is going to miss a meeting, they tell Clerk Proudfoot and then during the Roll Call for the meeting, Clerk Proudfoot states the Council Member is excused. Councilman Bordner asked how we govern what an excused absence is? Are we not going to excuse an absence because the Council Member has already missed two meetings in the year? Councilman Hunter said it is more about having a process for excusing that is important to him. Director Aslaner said it is not recommended that Council gets into a debate regarding what constitutes an excused absence. It was decided to bring this potential amendment back to the February 3, 2025 City Council Work Session.

Commented [MP1]: Hunter: Amendment Proposal: Members shall be present during all regular and special meetings. Excused absences shall be granted by motion of Council when a member is ill, when the member is in quarantine or otherwise acting pursuant to a health care provider's recommendation, there is sickness or death in a member's family, when a member is absent from the City or on vacation, when job requirements demand immediate attention, or on special leave. If possible, the member shall notify both the President of Council and the Clerk of Council of an absence in advance of the meeting the member will miss.

Rule 2.0 **Meeting Time and Dates**: The day and hour of the regularly scheduled City Council meetings shall be the second and fourth Monday of each month at 7:00 p.m., unless modified by a majority of Councilmembers present. If a meeting falls on a holiday for which City offices are closed in observance, the meeting will take place on the following day (Tuesday) at the same place and time.

Rule 2.1 **Emergency Meetings:** The President, or majority of the Councilmembers, may call an Emergency Meeting by providing 24 hours (when practicable) advance notice of meeting to all members, the City Manager and to all media outlets during or outside of a public meeting.

Rule 2.2 **President and Vice-President**: The officers of Council shall be the President and Vice-President who shall be elected by a majority of Councilmembers present which shall take place at the first regularly scheduled meeting in January (excluding Work Sessions, Special and/or Emergency meetings) and begin acting immediately following the close of the meeting. Vote shall be taken by roll call vote. If there is a tie vote for the President and/or Vice-President, the current President and/or Vice-President shall continue to serve until the tie can be broken.

The President of Council will preside at all the meetings unless absent, at which time the Vice-President will preside. The most senior Councilmember will preside in the absence of the President and the Vice-President.

There was considerable dialogue regarding what constitutes a regularly scheduled meeting. To Councilman Reams, it means the Work Session is the first Regularly Scheduled Meeting, to Director Aslaner, it means the City Council Meetings that take place the second and fourth Monday of the month, which are required, as outlined in Section 3.04 of the City Charter. Councilman Reams said if the President and Vice President were chosen during the Work Session, it would make it easier appoint Committee and other assignments. Whereas, now there is a delay in that process. Since the President and Vice President will not be chosen until January 13th and then Committee and other assignments will not occur until January 27th, when both Committee meetings for the month have already occurred. Director Aslaner said that is a good point and the terms are definitely ambiguous. We have regular meetings, the second and fourth Monday of the month, and there are Work Sessions, Special Meetings and Emergency Meetings. We could say “excluding Work Sessions, Special and/or Emergency Meetings.” to clarify. Councilman Wolfe said he prefers to choose the President and Vice President at the Regular, 2nd Monday of the month meeting because there is generally more visibility with those meetings. More people are in attendance and the meeting is able to be watched live or on-demand. Whereas with Work Sessions, they are meant for more open dialogue between Council and Staff, and no voting generally occurs. Councilman Bordner said it has historically been decided at the first Regularly scheduled meeting, and from a Committee and leadership perspective, there is overlap. He doesn’t see why we would choose the President and Vice President at a Work Session. Councilman Hunter said while he sees the points made by Councilman Reams, he is okay to choose the President and Vice President at the first Regularly scheduled meeting. Edit was agreed upon by Council.

Both the President and Vice-President shall serve one-year terms, and may serve consecutive terms.

In the event that the President resigns as an officer of Council or is no longer able to serve as President, the Vice-President shall assume the role of the President for the remainder of the unexpired term. With the vacancy created by the Vice-President becoming President or if the Vice-President is unable to serve, Council shall vote to fill the Vice-President position at the next scheduled meeting.

In the event the Vice-President resigns as an officer of Council or is no longer able to serve as Vice-President, Council shall vote to fill the Vice-President position at the next scheduled meeting.

Rule 2.3 **Order of Business:** The order of business of City Council meetings shall be:

A. Call to Order
B. Pledge of Allegiance
C. Invocation
D. Roll Call
E. Approval of Minutes
F. Commendations, Proclamations, Appointments and/or Special Announcements (in the order shown if one or more occur at the same meeting).
G. Reports
    a. Administrative Report
    b. Report of Clerk of Council
    c. Report of Economic Development (1st meeting of month)
    d. Parks and Recreation Commission Report (1st meeting of the month)
    e. Planning Commission Report (2nd meeting of month)
    f. Design Review Board Report (2nd meeting of month)
H. Hearing of Citizens: For topics not listed on the Agenda.
I. Resolutions: Legislation is read by either the Clerk of Council or the President of Council when three readings are required. Edit agreed upon by Council. Generally, there are three readings:

    a. 1st Reading, Title Only, hears comments from Administration and Council.
    b. 2nd Reading, Public Hearing, hears comments from Administration, Council and Citizens.
    c. 3rd Reading, Title Only, hears comments from Administration and Council.

General dialogue occurred regarding the change recommended by former Councilman Rausch. It was decided that overall, this makes sense because in Roberts Rules of Order, Old Business is heard first, and then New Business. Additionally, often times, when citizens come for Council meetings, they want to hear the vote and then leave, same with developers. Generally, there is less dialogue with third readings and only the vote occurs. While it is nice to have an audience stay longer with the current process, and the change will just switch which meetings interested parties attend longer, it was decided that this change makes sense. Edit agreed upon by Council.

Councilman Wolfe stated by allowing public comment at the Third Reading in addition to the Second Reading, it would allow citizens more access to speak with Council and they would have less hoops to jump through to speak at the Third

Commented [MP2]: Rausch: Hear 3 reading, then 2nd, then first. Rationale is that usually meeting agendas deal with old business first and then new business. Also, this would be good for residents and developers who are in attendance for certain votes, moving them forward in the agenda.

Commented [MP3]: Wolfe: Allow public comments at 3rd Reading as well.

Reading. He said he doesn't see many cases where citizens would choose to speak at the third reading. Councilman Bordner said there is a process in place for people to come speak at the Third Reading if they were unable to speak at the Second Reading. By opening comments at the Third Reading, you've just extending the entire process. Councilman Reams said when the Rules of Council were not followed years ago, people were allowed to speak at Second and Third Readings. The meetings went on forever and people would purposely drop bomb shells at the Third Reading. As a result, Council Members were put in a very difficult situation. If you then voted in favor, it would appear as though you thought that person was a liar or that you didn't care. If it was delayed, it was later found that the information was false and the entire process was delayed when it didn't need to be. Councilman Hunter said he agrees with the sentiment of Councilman Reams. Not proceeding with the edit was agreed upon by Council.

J. Ordinances: Legislation is read by either the Clerk of Council or the President of Council. Generally, there are three readings:

   a. 1st Reading, Introduction~~Title Only~~, hears comments from Administration and Council.
   b. 2nd Reading, Public Hearing, hears comments from Administration, Council and Citizens.
   c. 3rd Reading, Vote~~Title Only~~, hears comments from Administration and Council.

See above reading comments from Councilman Rausch and Councilman Wolfe. Councilman Berbee said he prefers to call the first reading the Introduction, because First Reading, Title Only can be confusing. Councilman Reams suggested the edit as shown above. Edit agreed upon by Council.

K. Comments from the City Manager and Councilmembers
L. Adjournment

Commented [MP4]: Rausch: Hear 3 reading, then 2nd, then first. Rationale is that usually meeting agendas deal with old business first and then new business. Also, this would be good for residents and developers who are in attendance for certain votes, moving them forward in the agenda.

Commented [MP5]: Wolfe: Allow public comments at 3rd Reading as well.

Rule 2.4 **Council Speaking**: Each Councilmember, before speaking upon any subject, shall address the presiding officer and be recognized. Hunter: No member may filibuster. No member may speak for more than ten minutes continuously, except by leave of the President of Council. The decision by the President of Council in this matter is final. The President of Council shall regulate debate in any other manner that they deem necessary, provided that the rights of all persons to express their views are respected. By a motion duly made by a majority of members present, Council may overrule any limitation of debate by the presiding officer and allow a member to speak for an additional five minutes.

Councilman Hunter said this is also from the City of Dublin's Rules. He said he is not saying this is an issue now, but he is recommending putting this in place to avoid an issue from occurring. Councilman Reams asked if the time starts over if the same Council Member speaks again. Additionally, what if there is dialogue with City Staff, how is that time kept and overall, who is keeping time? Councilman Hunter said the point this would prevent is keeping one Council Member from taking over a meeting. Director Aslaner said if that were to happen, the President of Council has the authority to control the meeting. In the 25 years he has been doing this, this hasn't been an issue. There is nothing wrong with being proactive, but if this becomes an issue,

the presiding officer can put a stop to it. Not proceeding with the edit was agreed upon by Council.

Rule 2.5 **The Public Addressing City Council**: Anyone, other than a Councilmember, may address the Council by the consent of the presiding officer and shall be limited to five minutes unless approved by a majority of the Councilmembers present. Members of the public must approach the podium when recognized by the presiding officer and speak only from the podium. While members of the public may speak their opinions on City business, personal attacks on Councilmembers and City officials, use of swear words, and signs or displays of disrespect for individuals are prohibited as they impede good communication with the Council. When the public addresses City Council, it is not intended to be a dialogue where Council or Administration respond back and forth with the speaker.

Boerger: Speaker sign-in slip process. From Worthington:

Speaker Slip - Sign-in Procedure

To provide for an orderly meeting and to assure that time is allowed for Agenda and Non-Agenda visitors to address City Council, the following procedure will apply:

1. Each visitor who desires to address City Council shall fill out a speaker slip provided by the Clerk of Council; the visitor shall return it (together with any attachments) to the Clerk of Council prior to the beginning of the City Council meeting. The speaker slip, a copy of which is set forth below, must provide all of the information requested (except spaces marked "Optional") or the visitor will not be allowed to address City Council.
2. While City Council does not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, visitors are asked to confine their remarks to approximately five (5) minutes and to avoid being repetitious by offering points of view already addressed by other speakers.
3. The President of City Council presides over Meetings of City Council and has the authority and responsibility to manage the meeting and to maintain order. Using the speaker slips, the President of Council will call on visitors to address City Council at the appropriate time on the Agenda. The President of City Council has the authority to set time limits on remarks by visitors.

President Boerger said he wants to elevate the process for when people come to the podium to speak. Having them sign a sign-in slip would allow for accuracy in the meeting minutes. He recognized that there has never been a complaint, but that this would add another level of respect to the process. Items to be included on the slip can be name, what they plan to talk about, email, phone number, etc. They can fill this out after they speak. Councilman Bordner said the slip would need to be filled out prior to speaking, as they would likely forget to complete it if they don't. Councilman Berbee said when people attend the meeting, they have to use the sign-in sheet. We could add information to that sheet, which could be provided to Clerk Proudfoot. Councilman Berbee said this will limit the number of people who are speaking, and the ones that do, will be more engaging because they planned to speak prior to attending the meeting, versus being compelled to do so based on the dialogue that occurred. Director Aslaner asked how Council would respond if a citizen decides they want to speak and didn't sign-up. Councilman Berbee said we would be preventing an impulsive expression of concern. Councilman Wolfe said this seems like a good idea, and when its time to allow citizens to speak,

the President of Council can call upon people. Then, if anyone else that didn't sign up wants to speak, they could, but this would allow the opportunity for those that planned to speak the ability to do so first. Councilman Reams said of the municipalities that do this, they all do it a little differently. If Council is going to consider this, we need to take the time to do this right. Additional research should be conducted. It was decided to bring this potential amendment back to the February 3, 2025 City Council Work Session.

In further interest of time, speakers may be asked to limit their comments to new information and not repeat what prior speakers said.

Rule 2.6 **Voting and Abstention**: Each member of Council shall be required to vote upon all questions before the Council unless a member abstains due to a conflict of interest. An abstention reduces the number of members of the legislative body by the number of Councilmembers who abstain.

Rule 2.7 **Quorum**: A majority of all members of Council shall be considered a quorum for the conducting of business, and a majority vote of all members of Council is necessary for the passage of ordinary legislation. If a lesser number is present than is needed to have a quorum, those present shall adjourn and meet at the next regularly scheduled date and time.

Rule 2.8 **Agenda**: The President will review and finalize the Agenda for City Council Meetings. However, the President of Council shall not exclude from any agenda properly sponsored legislation, unless consent of the sponsor is given to delay. The Clerk of Council will prepare and make available to each Councilmember, City Administration and the general public, the agenda of regularly scheduled Council meetings at least three business days prior to each regular meeting. Persons desiring to introduce legislation will deliver the original of such legislation to the Clerk of Council by noon, four business days preceding the regular meeting. Proposed legislation submitted later than noon, four business days prior to the meeting, will be placed on the agenda for the next subsequent regular Council meeting, unless the legislation is of an emergency nature, in which case, if Council consents, requires a three-fourths vote of all Councilmembers present, it shall be presented at the meeting for which the filing deadline was not met. If practicable, the Clerk shall give advance notice to Councilmembers of the consent legislation prior to the meeting at which it will be presented. Council may not present to the Clerk any changes to the proposed minutes of the preceding meeting after 5:00 p.m. on the day before Council is scheduled to vote to approve said minutes.

SECTION III RULES AND PROCEDURES OF CITY COUNCIL WORK SESSIONS

Rule 3.0 **Purpose:** The primary purpose of Council Work Sessions is to familiarize City Councilmembers with issues, projects, and other matters to include (but are not limited to):

A. Discussion of legislative proposals;
B. Receipt and review of committee reports;
C. Receipt and review of legislative requests and communications from the members of Council and executive departments/divisions.

Rule 3.1 **Meeting Time and Dates**: The day and hour of regularly scheduled Work Session meetings shall be the first Monday of each month at 6:00 p.m., unless modified by a majority of Councilmembers present. If a meeting falls on a holiday for which City offices are closed in

observance, the meeting will take place on the following day (Tuesday) at the same place and time.

Rule 3.2 **Order of Business:** The order of business of City Council Work Session meetings shall be:

A. Call to Order
B. Pledge of Allegiance
C. Invocation
D. Roll Call
E. Commendations, Proclamations, Appointments and/or Special Announcements, (in the order shown if one or more occur at the same meeting).
F. Approval of Minutes (if needed, otherwise, minutes are generally only approved at City Council meetings).
G. Finance Committee Report
H. Public Safety/Service Committee Report
I. Resolutions (if needed, otherwise, Resolutions are generally only presented at City Council meetings).
J. Ordinances (if needed, otherwise, Ordinances are generally only presented at City Council meetings).
K. Agenda Items
L. Adjournment

Rule 3.3 **Agenda**: The President of Council will review and finalize the Agenda for City Council Work Session Meetings. However, the President of Council shall not exclude from any agenda properly sponsored legislation, unless consent of the sponsor is given to delay. The Clerk of Council will prepare and make available to each Councilmember, City Administration and the general public, the agenda of regularly scheduled Council Work Session at least three business days prior to each regular meeting. Persons desiring to introduce legislation will deliver the original of such legislation to the Clerk of Council by noon, four business days preceding the regular meeting. Proposed legislation submitted later than noon, four business days prior to the meeting, will be placed on the agenda for the next subsequent regular Council meeting, unless the legislation is of an emergency nature, in which case, if Council consents, requires a three-fourths vote of all Councilmembers present, it shall be presented at the meeting for which the filing deadline was not met. The Clerk shall give advance notice to Councilmembers of the consent legislation prior to the meeting at which it will be presented. Council may not present to the Clerk any changes to the proposed minutes of the preceding meeting after 5:00 p.m. on the day before Council is scheduled to vote to approve said minutes.

Rule 3.4 **Legislation**: City Council reserves the right to read, deliberate, and/or vote on the passage of legislation at a Work Session. If, at a Work Session, a piece of legislation to be heard at first reading had not been placed on the agenda, it may only be heard by consent, requiring a three-quarters vote of all members of Council present. Legislation scheduled at a subsequent Council meeting for second or third reading may not be heard by consent at a Work Session.

SECTION IV LESIGLATION: RESOLUTIONS AND ORDINANCES

Rule 4.0 **Resolution:** A Resolution is the formal, written enactment of a municipal legislative authority of a less permanent nature, not prescribing any permanent rules of conduct and usually required or applied to the preliminary declaration of legislative intent to be effectuated by the subsequent passage of an Ordinance, or for the disposition of a specific matter not required by statute or charter provision to be done by Ordinance.

Resolutions which do not involve the expenditure of money may be adopted by a majority vote of the members of Council following a single reading by title only, and such Resolutions shall become effective immediately upon their adoption. However, if passed by a majority vote of members present, such Resolutions may also be read at a second and/or third subsequent meeting. Resolutions which involve the expenditure of money shall require three readings on three separate days, unless a reading has been dispensed with by a three-fourths vote of all members of Council.

Rule 4.1 **Ordinance:** An Ordinance is the formal, written enactment of the legislative authority of a municipality in the exercise of a governmental power vested by the Constitution or statutes in the municipality for the regulation of the conduct of its citizens or others subject to its control, and intended to be of permanent duration.

A. On First Reading

   a. Legislation is introduced to Council and the public.
   b. Administration and Council comments are heard.

B. On Second Reading and Public Hearing

   a. Legislation may be read in full and comments from the Administration, Citizens and Council are heard.

C. On Third Reading

   a. Legislation shall be voted on for passage by Council.

      Exception 1: Pursuant to Chapter 1131 of the Codified Ordinances of the City of Marysville, a public hearing must be held for all zoning amendments, which because of notice requirements, may be held at Council's Third Reading.

      Exception 2: There may be exceptions where a citizen's comments may be heard at 3rd Reading. Citizens wishing to speak at 3rd Reading are required to contact the Clerk by 5:00 p.m. on the Friday before the meeting, and may only be heard with the consent of the presiding officer.

Rule 4.2 **Presentation to Council and Sponsorship:** Ordinances and Resolutions shall be introduced to the Council only in typewritten form, with name of the Councilmember(s) or the City Manager introducing the same endorsed thereon.

Planning Commission may sponsor legislation specific only to zoning amendments or mandated recommendations to Council, only if unable to secure a sponsor from the City Manager or Councilmembers.

Rule 4.3 **Form:** The enacting clause of all Ordinances shall be "BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO", except those submitted by initiative petition, which shall be "BE IT ORDAINED BY THE PEOPLE OF THE CITY OF MARYSVILLE". The enacting clause of all Resolutions shall be "BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO", except those submitted by initiative petition, which shall be "BE IT RESOLVED BY THE PEOPLE OF THE CITY OF MARYSVILLE". All legislation before introduction shall be presented by the Clerk of Council in typewritten form. No Ordinance or Resolution or section thereof shall be revised or amended unless the new Ordinance or Resolution contains the entire Ordinance or Resolution, or section revised or amended, and the original Ordinance, Resolution, section, or sections so amended shall be repealed by a majority of Councilmembers present.

Rule 4.4 **Emergency Measure:** If any emergency measure attached to an Ordinance or Resolution fails to receive a two-thirds affirmative vote of all members of Council, such measure shall cease to be before the Council as an emergency measure and shall have the standing that a measure would have had if it had not been read as an emergency measure.

Rule 4.5 **Three Readings:** No Ordinance or Resolution shall be passed until it has been read on three separate days, unless the reading on three separate days has been dispensed with by a three-fourths vote of all members of Council. An exception to this rule is a Resolution which does not involve an expenditure of money, to which there is only one reading.

Furthermore, all Resolutions and Ordinances shall be read by title only unless Council, by majority vote of all its members, requires a reading in full.

At the second reading, comments from the public shall be heard.

As an exception to the forgoing, matters of condolence, commendation, recognition, proclamation, or congratulations shall be read in full, adopted by voice vote, and upon acceptance by Council, shall be included in full in Council minutes.

Rule 4.6 **Referral to a Committee, Board or Commission on First Reading:** All Ordinances and Resolutions shall be read by title only the day when introduced. Such legislation may be referred by the presiding officer to a legislative body or may be referred by a vote of three members of Council. Such referral shall be reported back to Council on a date certain determined at time of referral, where it shall be heard on second reading. The legislative body so referred shall, after due consideration, report the same back with or without proposed amendments and with recommendations for approval or disapproval. Written reports, including a minority report, if any, may be prepared and given to the Clerk of Council in time to be placed in Council's packet for the next regularly scheduled meeting.

Rule 4.7 **Referral to Committee, Board or Commission on Second or Third Reading:** Any pending legislation that is on the table for 2nd or 3rd Reading may, by a vote of a majority of the members present on Council, be referred to any legislative body under these rules, or to any appropriate

legislative body designated in the motion to refer. When referred back to the Council, such legislation shall have the same standing as it had at the time when referred.

Rule 4.8 **Other Matters Referred:** Other matters, not yet in prepared legislation, may be referred by a Councilmember or the City Manager, to a committee and shall be placed on the respective agenda. Following the referral, if legislation is recommended, it shall be placed on Council's agenda for first reading when it is reported to Council.

Rule 4.9 **Amendments:** It shall be in order to amend an Ordinance or Resolution at any time when not in the hands of a legislative body; but if amended on or after its second reading, it shall again be read as the second reading thereof, which may occur at the same meeting. Errors in copying or writing, apparent on the face of an Ordinance or Resolution, or which do not affect its substance, may be corrected by the Clerk of Council without a Motion to Amend. A majority vote of Councilmembers present shall be necessary for the adoption of an amendment to any legislation pending before the Council.

Section V **MOTIONS**

Rule 5.0 **Purpose and Form**: Motions shall be used only to expedite the orderly transaction of the business of Council and shall not be substituted for Resolutions or Ordinances. No second shall be required for any motion except as specifically provided for in a rule. Upon demand of the presiding officer, any motion shall be reduced to writing. Any such motion may be withdrawn by the maker before it has been amended or voted upon. When a motion is made, it shall be stated by the presiding officer before any debate shall be in order. All motions shall be included in the minutes.

Rule 5.1 **Motions and Voting Procedure:** Appendix A, attached and incorporated herein, sets forth Council voting requirements for City Council and Work Session Meetings. These rules also uniformly apply to all legislative bodies within the City of Marysville, unless otherwise indicated by the legislative bodies individual Rules of Procedure.

Rules 5.2 **Precedence of Motions:** When a question is before the Council, no motion shall be entertained except the following:

A. To adjourn
B. To fix the hour of adjournment
C. For the previous question
D. To postpone (or table) to a day certain
E. To postpone (or table) indefinitely
F. To refer to a committee
G. To amend

RULE 5.3 **Motion to Adjourn into Executive Session:** After a motion to adjourn into Executive Session, there must be a second to the motion.

RULE 5.4 **Motion for the Previous Question:** The motion for the previous question shall require a majority vote of all members present on Council; shall be considered only once; may be renewed after intervening business; shall take precedence over all debatable questions and shall be in order to

prevent amendment of undebatable questions. When the previous question is moved, it shall be put as follows: "Shall the main question be now put?". There shall be no further amendment or debate, but pending amendments shall be put in their order before the main question. If the question, "Shall the main question be now put?" be decided in the negative, the main question remains before the Council.

RULE 5.5 **Motion to Postpone to a Day Certain:** A motion to postpone to a day certain shall require a majority vote of the members present; shall be subject to reconsideration; may be renewed after intervening business; shall be debatable as to the propriety of the postponement but not upon the merits of the legislation; and may be amended by changing the date. Upon the arrival of the date to which postponed, the legislation shall be considered in the regular order of business of that day.

RULE 5.6 **Motion to Postpone Indefinitely:** The motion to postpone indefinitely shall have the same effect as motion to lay on the table, and shall require a majority vote of all members present on Council. Motion to postpone indefinitely shall not be reconsidered; shall be debatable and shall open the legislation to debate; may be renewed after intervening business and may not be amended or laid on the table, and shall be subject to previous question.

Rule 5.7 **Reconsideration**: After the decision of any question, any member who voted with the prevailing side may move a reconsideration of any action at the same or the next regularly scheduled ~~succeeding~~ meeting, (not including ~~a~~ Work Sessions, Special and/or Emergency Meetings) provided, however, that a Resolution authorizing or relating to any contract may be reconsidered at any time before the final execution thereof. A motion to reconsider shall require a majority vote of all the members present on Council. After a motion for reconsideration has once been acted upon, no other motion for reconsideration on the same question hereof shall be made without a three-fourths vote of members present of Council. Edit agreed upon by Council.

SECTION VI **COMMITTEES, BOARDS AND COMMISSIONS OVERVIEW**

Rule 6.0 **Committee Assignments:** The President of Council will assign all committee members and nominate committee chairpersons not later than the second council meeting in January of each year. Committees shall not have exact duplication of membership. President and Vice-President shall not be assigned to more than one committee. The nomination of the chairperson will be confirmed or denied by the members of the committee at the first meeting. If the majority votes against the nomination, the committee members will nominate and vote upon their choice for chairperson at the same meeting. Committee meetings shall be open to the public. A Councilmember who is not assigned to a Committee standing or otherwise, may attend only for informational purposes and may not participate (discuss, inquire, or deliberate) in the meeting.

Rule 6.1 **Standing Committees:** The following committees shall be the standing committees of this Council, which standing committee will have referred to it legislation or items for consideration for legislation concerning the divisions and departments of the City, or as otherwise suggested in the referral. No standing committee shall be comprised of solely at-large Councilmembers or ward Councilmembers during their respective election years.

Rule 6.2 **Finance Committee:**

A. Responsibilities: Finance/Audit Committee, Review and Accept monthly finance report per voice vote, Boards, Commissions, Committees and Recognition Resolutions and Personnel Issues.

Rule 6.3 **Public Safety/Service Committee**

A. Responsibilities: Streets Division (Sanitation), Engineering Department, Wastewater Division, Parks and Recreation Division, Water Division, Police Division and Fire Division.

Rule 6.4 **Ad Hoc Committees**: The President of Council may appoint Ad Hoc committees as necessary to deal with matters that do not fall under the purview of standing committees or with affairs that involve a single unusual instance or matter needing attention. An Ad Hoc committee is a temporary committee of the Council established for a special purpose and of limited duration.

Rule 6.5 **Committee Agendas**: An agenda for each meeting shall be made available to the public prior to a scheduled meeting. Minutes shall be recorded and made available to the public.

Rule 6.6 **Boards and Commissions:** The President of Council may appoint a single Councilmember to act as a liaison between Council and one or more City Boards and Commissions and shall be authorized to assign specific duties as they deem necessary.

Boerger from Dublin Rules:

10.03 Council Liaisons to City Boards and Commissions

a. Council may assign a member as a liaison to any of the City's boards and commissions.
b. Liaisons are not members of the assigned board or commission and shall not have voting rights, except as otherwise provided by Revised Charter Section 7.03(a), which pertains to the Planning and Zoning Commission.
c. The primary role of a liaison is that of facilitator of communications between the board or commission and Council. The liaison shall serve as the designated channel of communication between the board or commission and Council and help identify training and planning opportunities, such as coordinating joint work sessions to address topics of interest. The liaison shall work to ensure that Council is regularly updated on the work of the board or commission.
d. Liaisons act as a representative of the full Council and, as such, can only provide guidance that clearly represents the guidance of the full Council.
e. Members who serve as liaisons shall not unduly influence any decision of the board or commission including any active cases. The liaison may, however, assist and provide information regarding Council goals, vision, policy and legislative history.
f. The liaison should regularly meet with the chair and vice-chair of the board or commission, Planning staff and Legal staff in agenda meetings as the workload requires. However, the liaison should generally not regularly attend board and commission meetings.
g. Council shall appoint liaisons at the first regular meeting of Council in each even-numbered year (the organizational meeting).

10.04 Council Liaisons to Another Public Entity or An Organization

a. Council may assign a member as a liaison to another public entity or an organization.

b. Liaisons act as a representative of the full Council and, as such, can only provide guidance that clearly represents the guidance of the full Council.
c. The liaison shall serve as the designated channel of communication and facilitate collaboration and coordination between the organization and Council.
d. The liaison shall work to ensure that Council is regularly updated on the work of the organization.

President Boerger said this would streamline developments because there would be a better understanding of the development before it gets to Council. It would also clean-up City Council Meetings and the legislation before it gets to the public record. Councilman Reams asked which Boards and Commissions would have an appointee. President Boerger said just Planning Commission. There was general dialogue regarding the City of Dublin's approach to this process. Manager Emery said the liaison could attend the Planning Commission meetings, interact with Staff on Agendas and report to Council on what has taken place at the Planning Commission Meetings. Right now, we have two Council Members, President Boerger and Councilman Hunter, who are meeting with two Planning Commission Members on a regular basis to go over potential Code updates. Those meetings have served well so far. Councilman Hunter said the actual interworking's of how this process would work will require additional dialogue. He said he would find it difficult to represent all Council Members, as we are each one of seven. Director Aslaner said the role would need to be defined. Council Members would not be able to make assertions during a Planning Commission Meeting. The role of this person is a liaison, not to interject their thoughts to the independent citizen Planning Commission. The role of the liaison would be to report back to City Council, not to have an impact on the decisions of the Planning Commission. Councilman Bordner said the Planning Commission is held to the Zoning Code, if we don't like the developments that come forward, then changes need to be proposed. General dialogue continued and President Boerger stated that more information is needed from Dublin regarding how their process works which can be brought to the February 3, 2025 City Council Work Session.

SECTION VII **CITY BOARD AND COMMISSION PROCEDURES**

Councilman Hunter said similar to how we have requirements for posting meetings, we should spell out what we will do if there is a vacancy on Council in terms of where to post the information about the opening. Councilman Reams said all situations are different and we don't want to be in a situation where were so strict that the Rules cause issues with the ability to fill an opening. An example would be if someone loses the election in November and decides to vacate their seat, we would want to appoint the person that was elected, versus being required to go through a posting process. Councilman Bordner said he has a similar sentiment to Councilman Hunter, the goal is to reach as many people as possible. Director Dostanko cautioned that widening the net doesn't necessarily create a better process. Councilman Bordner said it is a matter of being transparent. He doesn't want someone in his Ward to not know that there was an opening. Director Dostanko said we don't run ads when Council Members terms are up. People who are engaged with the City will know about the opening. If someone says they didn't know, that means they're not involved. Director Aslaner said the more detailed a process is, the less flexibility Council has. An option could be to put into the Rules of Council information regarding the vacancy notice process, while not getting into the procedure. Councilman Hunter agreed, getting into the process wasn't the intent. Director Dostanko said he can put into writing what has been done in the past. It was decided to bring this potential amendment back to the February 3, 2025 City Council Work Session.

Commented [MP6]: Hunter: If possible, I would like to outline some general process for notifying the public when there's a vacancy of a council seat. In addition to the notification, rules could outline some of the types of information to be received from potential candidates, and a process through which council could screen candidates for consideration.

Rule 7.0 **Boards and Commissions:** Section 9.03 of the City Charter and the applicable City Codified Ordinances establish the City's various Boards and Commissions. This section of the Rules of

Council establishes the procedures for the recruitment, appointment and management of the Members serving on the City's Boards and Commissions.

Rule 7.1 **Clerk of Council:** The Clerk of Council is the central position assigned to track the recruitment, appointment and process management procedures and to provide status of such as required by City Council.

Rule 7.2 **Subject Matter Experts (SME)**: Each Board and Commission will have a City employee assigned as the primary and alternate SME. The SME acts as a point of contact regarding the assigned Board or Commission. The Clerk of Council will maintain a list of all Board and Commission SMEs and distribute said list to Council and City Administration periodically or upon request.

Rule 7.3 **Human Resources Department (HR):** The Human Resources Department shall provide procedural support in the area of basic HR procedures and as defined by this Section.

Rule 7.4 **Selection Team:** The Selection Team shall generally consist of the President of Council, Vice President of Council, SMEs, and HR. No more than two members of Council are permitted to be a part of the Selection Team.

Rule 7.5 **Duties and Qualifications List (DQL):** The SME will establish and maintain a DQL for the Board or Commission. The DQL is developed under the guidance of HR. The DQL is essentially a job description and forms the basis for the recruitment and management of the Members.

Rule 7.6 **Member Recruitment and Appointment:** There are two situations that can create a vacancy on a Board or Commission; (1) an "Opening" is created by the resignation of a currently serving Member or when a term limit has been reached and (2) a "Reappointment" which pertains to a current Member's term ending.

A. Opening: The SME is generally notified by the resigning Member of that Member's resignation. When a term limit has been reached, the Clerk of Council shall notify the Selection Team of a Member's expiring term prior to 90 days before the term's expiration. Regardless, the Clerk of Council shall set in motion the steps outlined below:

a. The applicable SMEs shall review the DQL with HR and make updates as necessary, informing the Clerk of Council if/when updates are made.
b. HR shall ensure the DQL is posted on the City website and other forms of media as necessary to inform the general public of the opening/opportunity.
c. Candidates must submit a Letter of Interest (LOI) and resume for the opening. These documents are collected by the Clerk of Council. Each DQL will also detail the requirement for the submission of the LOI/resume and the process of submission to the Clerk of Council.
d. DQLs may also be posted perpetually on the City website in an effort to generate general interest or LOI/resume submissions without the existence of an actual opening.
e. The Clerk of Council shall track the general interest candidates along with candidates applying for an opening on one candidate list.
f. The Clerk of Council shall supply the LOI/resumes to the Selection Team periodically or upon request.

g. The Clerk of Council shall coordinate with the Selection Team a review of the candidates LOI/resumes. The Team shall then mutually agree to a list of candidates to interview.
h. HR shall contact each candidate and coordinate the interview process with the Selection Team. These interviews may be in-person or virtual.
i. HR shall help formulate questions for the interview.
j. The interview process should result in a recommended candidate for the opening. If a candidate is not identified, the process continues until a recommendation is made.
k. The Clerk of Council will invite the candidate to the City Council Meeting where they are to be recommended for appointment.
l. The Clerk of Council shall notify all candidates who submitted LOI/resumes and/or who were interviewed of the process outcome.
m. After appointment, HR shall ensure all of the necessary employment paperwork is completed.

B. Reappointment: The Clerk of Council shall notify the Selection Team of a Member's expiring term prior to 90 days before the term's expiration. The following steps shall then occur:

n. The SME shall provide input regarding the potential reappointment of the candidate to the Clerk of Council within two weeks of receiving notice.
o. The Clerk of Council shall follow-up with the President of Council regarding the input received.
p. If this process results in a decision to reappoint, the Clerk of Council shall invite the candidate to the City Council Meeting where they are to be recommended for reappointment.
q. If this process results in a decision to not reappoint, the Clerk of Council shall notify the Member. The Clerk of Council shall then initiate the process to fill the opening as outlined in Rule 7.6 A.

Rule 7.7 **Member Continuity/Guidance Folder:** The Clerk of Council shall maintain a continuity/guidance folder for each Member of each Board and Commission (as applicable). The Clerk shall provide these folders to each Member prior to their first meeting. These folders are updated by the Clerk of Council as required.

SECTION VIII EVALUATION OF CITY MANAGER AND CLERK OF COUNCIL

Rule 8.0 **Responsibilities:** City Council shall be responsible for completing the annual evaluations of the City Manager and Clerk of Council and providing the finished forms to Human Resources (HR). The evaluations are based on the calendar year. HR shall provide a "reminder" to the President of Council, each year on or around November 15th and no later than the second Council meeting of November to prompt the start of the evaluation process. This HR reminder shall be by email and will include the appropriate forms. Form HR-2/CM is used for the City Manager and form HR-2 is used for the Clerk of Council. This email shall include a courtesy copy to each Councilmember so they are made aware the process has started. The President of Council, in coordination with HR, is responsible for collecting input from each Councilmember regarding the evaluations. HR will also notify and remind the City Manager and Clerk of Council of the process around November 15th. This reminder will include the forms used and trigger both the

City Manager and Clerk of Council each to submit any input (projects, facts, process data, and proposed goals for the following year), to each Council member (email) by December 1st. This input is to provide possible content for the process and the finished evaluations.

Rule 8.1 **Evaluation Process Purpose/Goals:** The evaluation process will be formal, productive and measure the employee's work/results based on their job responsibilities detailed in the applicable performance plan (see HR for current plans). The four goals of this process are; (1) to promote communication and provide useful feedback about job performance, (2) to facilitate better working relationships, (3) to create a professional historical record of performance, and (4) to contribute to the employee's professional development.

Rule 8.2 **Recommendations and Group Norming Session:** Each Councilmember shall provide their written recommendation/draft to HR by December 15th (or sooner as designated by the President of Council) of the reporting period for both the City Manager and Clerk of Council, and using the appropriate forms provided by HR. Council recommendations/drafts may include a rating under each Performance Factor (the 1 through 15 rating, under Section 2), a rating for an Overall Performance (also the 1 through 15, under Section 3), and/or comments to be placed in Section 4 of the forms. On or before the second council meeting in December, Council will meet to discuss/norm the evaluations of both employees. HR (anyone except the HR Director) attends this meeting and distributes all Council drafts to each Councilmember. The President will lead a review of the input from the employees (and potential goals for the following year), a review of Councilmember comments, and a discussion on the evaluation grades for each factor and the final rating. Councilmembers will come to a majority agreement on all scoring and the content of each evaluation in this session.

Rule 8.3 **Final Evaluation**: HR provides (by email) the final documents from the group norming session to the President of Council in no more than two (2) workdays following the session. The President of Council will ensure the accuracy of the final evaluations. This shall become the single and final evaluation form for both employees.

Rule 8.4 **Completion**: The final completed evaluation forms shall be used during respective meetings between the President of Council and City Manager and Clerk of Council, to review their annual evaluations. The separate meetings with the City Manager and the Clerk of Council will include the President, the Vice-President and the senior member of Council (defined as most total years serving on council) to be included in the meeting. This review shall be accomplished by December 31st. The President of Council shall route the completed forms to HR and make the final version available to all Councilmembers. HR shall ensure the form is filed and considered for executive merit program as applicable per City Policy.

Rule 8.5 **Mid-Year Review:** Council shall, meet sometime between the months of June through August, meet to discuss the performance of the City Manager and Clerk of Council. This will include a review of the possible goals that were established for the year. The outcome of this session may result in subsequent meetings (as necessary) between the President of Council, other council members (as deemed appropriate) and the City Manager and Clerk of Council to meet the process purpose/goals as defined in Rule 8.1.

SECTION IX COUNCIL COMPENSATION

Rule 9.0 **Compensation**: In accordance with Ordinance 35-19, beginning in 2021, Council shall formally review compensation for its members prior to May 1st on a biennial basis.

SECTION X **COUNCIL CORE VALUES AND DIVERSITY, EQUITY AND INCLUSION STATEMENT**

Commented [MP7]: Wolfe: Add a Code of Conduct/Ethics

Councilman Wolfe said he doesn't have any specific language for the potential amendment, but he had a resident bring this topic up to him. Additionally, he has looked at what a few other municipalities do. The hope would be that the Code of Conduct/Ethics would not have to be used, but that it would be in place in case it were ever needed. Councilman Hunter said we are subject to Ohio Ethics Laws. Councilman Bordner agreed and said we don't need to rewrite the rules, given they already exist. Director Aslaner spoke to Section XI of the City Council Rules, which outlines the process is in place for expulsion. Not proceeding with the edit was agreed upon by Council.

Rule 10.0 **Purpose**: Council recognizes the fact that all City employees must follow the long-established city policy of professionalism and our core values. The following core values define our culture and are our expectation as to how every employee will approach their respective job. Council is equally committed to these core values and that culture.

- Quality Customer Service
- Accountability Throughout the Organization
- Respect
- Proactive Communication
- Teamwork

Rule 10.1 **Diversity, Equity and Inclusion Statement:** Our municipality is committed to fostering a community where every resident feels valued, respected, and included. We believe that our strength lies in the diversity of our people, perspectives, and experiences. As stewards of this community, we are dedicated to ensuring that all individuals have the opportunity to contribute to and benefit from our shared prosperity.

We recognize that a thriving community is one where all voices are heard, and all citizens have access to the resources they need to succeed. By promoting a culture of respect, fairness, and opportunity, we honor the principles of liberty and justice that are foundational to our society.

Our approach to diversity, equity, and inclusion is grounded in our commitment to uphold the dignity of every person, support our local economy, and strengthen the bonds that unite us as neighbors. We are dedicated to working together, across differences, to create a community where everyone can flourish.

SECTION XI **EXPULSION OF CITY COUNCIL MEMBERS FROM ELECTED OFFICE**

Rule 11.0 Under the authority of the Ohio Revised Code, Section 731.45 entitled "Rules – journal – expulsion of members," City Council establishes the grounds and process for the expulsion of a Councilmember from office.

Rule 11.1 **Grounds for the Expulsion from Office:** A councilmember may be expelled from office upon determination that the councilmember:

Rule 11.1.1: while in office has pled guilty or no contest to or has been convicted of a felony;

Rule 11.1.2: while in office has pled guilty or no contest to or has been convicted of any crime of moral turpitude, violence, fraud or dishonesty;

Rule 11.1.3: while in office has pled guilty or no contest to or has been convicted of any crime involving dereliction of duties as a Councilmember;

Rule 11.1.4: has failed to attend at least four consecutive regularly scheduled meetings of Council without being excused by the President of Council;

Rule 11.1.5: lacks, or is found to have lacked at any time, any eligibility requirement prescribed by the City of Marysville Charter Section 3.02;

Rule 11.1.6: has neglected their duty as a Councilmember or committed misfeasance, malfeasance, or nonfeasance, as a Councilmember.

Rule 11.2 **Notice and Public Hearing:** Upon Council's finding that grounds exist under Rule 10.2 which subject a Councilmember to expulsion of office, the President (or Vice-President in their absence) of Council shall instruct the Clerk to notify the Councilmember of Council's findings and the Clerk shall further ensure that the Councilmember receives such notice in writing. A member so notified shall receive a public hearing before Council to be held no earlier than ten days nor later than thirty days after notice of such findings has been received. This public hearing may be held during a Work Session, during a regularly scheduled or a special Council meeting.

Rule 11.3 **Final Determination:** Council shall make a final determination by motion to approve the expulsion of the Councilmember from office. The Councilmember subject to expulsion of office shall be entitled to vote. A vote of two thirds of all Council Members is required to pass the motion. Upon passage of the motion, the office shall be deemed vacant, and Council shall fill the vacancy as provided in the City of Marysville Charter Section 3.02.

LEGISLATIVE HISTORY

- The above rules of Procedure were adopted at the May 13, 1982 meeting of Council.
- Rule 1.1 was added; Rule 19 was amended; Rules 19.1 and 19.2 were added during March 24, 1983 meeting of Council.
- Rule 2 was amended; Rule 12 was amended; Rule 16 was amended; Rule 19 was amended; Rule 24 was deleted during March 14, 1985 meeting of Council.
- Rule 2A., E. and F. were amended during April 1986 meeting of Council.
- Rule 25 was amended February 9, 1989.
- Rule 15 amended January 10, 1991.
- Rule 8 and Rule 9 amended June 27, 1991.
- Rule 26 added July 11, 1991.
- Rule 3 amended January 9, 1992
- Rule 19 amended January 9, 1992

- Rule 8 amended January 13, 1994
- Rule 19.2 amended August 11, 1994
- Rule 26 amended December 8, 1994
- Rule 1.1 amended November 9, 1995
- Rule 1.1 amended October 24, 1996
- Rule 2(c)(7)(8) amended October 24, 1996
- Rule 26 amended December 12, 1996
- Rule 1.1 amended June 14, 2001
- Rule 1.2 and 1.3 added June 14, 2001
- Rule 2, C & G amended June 14, 2001
- Rule 5 amended June 14, 2001
- Rule 8 amended June 14, 2001
- Rule 9 amended June 14, 2001
- Rule 16 amended June 14, 2001
- Rule 19.1 amended June 14, 2001
- Rule 19.2 amended June 14, 2001
- Rule 20 amended June 14, 2001
- Rule 21 deleted June 14, 2001
- Rule 24 amended June 14, 2001
- Rule 25 amended June 14, 2001
- Rule 1 amended June 27, 2002
- Rule 21 added June 27, 2002
- Rule 22 amended June 27, 2002
- Rule 1.2 amended July 11, 2002
- Rule 8 amended January 23, 2003
- Following rules were amended June 27, 2004: Rules 1, 1.1, 1.2, 2(C, E, F, G) 4, 10, 12, 14, 15, 16, 19, 19.1, 20, 23*, 25*, 26*
- Following rules were deleted June 27, 2004: Rule 7*, 22*, 24*
- Following rules were added June 27, 2004: Rules 6*, 10.1, 27*
  **Due to the addition of Rule 6, rule numbers were adjusted accordingly.*
  **Due to the deletion of Rules 22 and 24, the rule numbers were adjusted accordingly.*
- Rule 2 amended March 24, 2005
- Rule 22* added March 24, 2005
- Rule 26 amended March 24, 2005
  Due to addition of Rule 22, rule numbers were adjusted accordingly.
- Rule 2. C. amended February 9, 2006
- Council Voting Procedure amended February 9, 2006
- Rule 2, G. amended January 25, 2007
- Rule 1.2. amended October 8, 2009
- Rule 2, E. amended November 3, 2009
- Rule 23 amended March 11, 2010
- Rule 24 amended March 11, 2010
- Following rules were amended February 24, 2011: Rules 1.1, 2, 5, 8, 15, 19
- Following rules were amended March 10, 2011: Rules 1.3, 19, 26
- Rule 2 amended April 14, 2011
- Council Voting Procedure amended February 24, 2011

- Following rules were amended March 8, 2012: Rules 2A, 2B, 2.H.1, Rule 23
- Council Voting Procedure amended March 8, 2012
- Following rules were amended on February 14, 2013: Rules 8, 25, 26
- Rule 9 repealed February 14, 2013
- Following rules were amended on March 28, 2013: Rules 2.G., 7, 18, 23
- Following rule was amended on September 12, 2013: Rule 19
- Following rule was amended on March 13, 2014: Rule 8 Following rule was amended on April 10, 2014: Rule 2, H. 2.
- Following rules were amended on March 26, 2015: Rule 19.1 and 26
- Following rule was amended on May 28, 2015: Rule 19 Following rules were amended on January 28, 2016: Rule 1; Rule 1.1; Rule 1.2; Rule 8; Rule 10; Rule 26
- Following rules were amended on February 27, 2017: Title, Rule 19
- Following rules were amended on June 11, 2018: Rule 2E; Rule 8; Rule 19; Rule 20; Rule 27; Rule 28; Rule 29; Rule 30
- Following rules were amended on February 11, 2019: Rule 1; Rule 1.1; Rule 8; and removal of Rule 26
- Rules of Council Format amended February 11, 2019: All Rules reorganized and renumbered accordingly.
- February 10, 2020: The Order of Business was altered. Committee Meetings are no longer advertised as Special Council Meetings; additional Councilmembers may attend for informational purposes only. Biannual review of compensation was listed as a rule.
- February 8, 2021: Annual review was completed which was reflected in Rules of Council. Although no new rules were added, changes were made and documented in the 2021 Rules of Council Committee meeting minutes.
- All Rules were reorganized and renumbered accordingly. Additionally, Section VII was added. Changes were passed on February 27, 2023.
- Section VIII, Evaluation of City Manager and Clerk of Council was edited. Changes were passed on April 10, 2023.
- Multiple changes were passed on February 12, 2024.
- Sections X and XI were amended on October 14, 2024 to add a Diversity, Equity and Inclusion statement.

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

MARYSVILLE CITY COUNCIL MEETING MINUTES
January 13, 2025 at 7:00 P.M.
Council Chambers – 209 S. Main Street – 2nd Floor

This meeting is available to watch live or archived by clicking here

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

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

INVOCATION: President Boerger asked for a moment of silence in remembrance of former United States President Jimmy Carter.

CITY COUNCIL MEMBERS PRESENT: Donald Boerger, Henk Berbee, Steven Wolfe, Mark Reams, Scott Hunter and Zack Bordner. There is one vacant At Large City Council Member seat.

CITY ADMINISTRATION PRESENT: *City Manager* Terry Emery, *Law Director* Tim Aslaner, *Finance Director* Brad Lutz, *Police Chief* Tony Brooks, *Fire Chief* Nate Burns, *Public Service Director* Jeremy Hoyt, *City Engineer* Kyle Hoyng, *Director of Economic Development* Eric Phillips and *Clerk of Council* McKenzie Proudfoot.

ADDITIONAL PERSONS PRESENT: *Marysville Journal Tribune* Mike Williamson, Richard Nielsen, Barb Phillips, Lesley Phillips, Peggy Murgatroyd, R.M. Rausch, Walt Henderson, Nieca Nowels, Heather Montgomery, Don Bressler, Lynn Hammond, Bob Hammond, Justin Nahvi, Mike Williamson, Cait Dufresne, Alex Rozanski, Karen M., Kelsey Takitch, Glenn Murgatroyd, Amy Potter-Grimm, Paula Lynch, Mike Lynch, Kathy Young, Tim L., Breanna Holland, Corrine Bix, Brandon Bix and Dean Cook.

REORGANIZATION:

- **Elect President of Council:** Councilman Berbee nominated Donald Boerger for President of Council in 2025. No other nominations were made. Councilman Wolfe moved to close the nominations, voice vote in favor was unanimous. Voice vote in favor was unanimous for Donald Boerger to serve as the President of Council in 2025.
- **Elect Vice-President of Council:** Councilman Bordner nominated Scott Hunter for Vice-President of Council in 2025. No other nominations were made. Councilman Wolfe moved to close the nominations, voice vote in favor was unanimous. Voice vote in favor was unanimous for Scott Hunter to serve as the Vice-President of Council in 2025.

President Boerger read a prepared speech as shown in Exhibit A.

APPROVAL OF MINUTES: Councilman Bordner moved to approve the December 9, 2024 Special City Council Meeting Minutes as presented; voice vote in favor was unanimous. Councilman Hunter said he requested a slight change to the December 16, 2024 City Council Meeting Minutes. Director Aslaner said if there is a change to the Minutes, that needs to be stated and voted upon. Councilman Hunter said he requested the first sentence of his closing remarks to be adjusted when he said, "in 2021, his not-so-bright middle-aged-self ran for an At Large seat on City Council" and changed to "in 2021, he ran for an At Large seat on City Council." Councilman Hunter moved to amend the Minutes as presented; voice vote in favor was unanimous. Councilman Reams moved to approve the December 16, 2024 City Council Meeting Minutes as amended; voice vote in favor was unanimous.

APPOINTMENTS: Clerk Proudfoot read the names of the Charter Review Board Members in 2025 to be appointed by City Council:

- Corrine Bix
- Cait Dufresne
- Walt Henderson
- Paula Lynch
- Peggy Murgatroyd
- Justin Nahvi
- Nieca Nowels
- Alex Rozanski
- Andrea Weaver

Councilman Reams moved to appoint the 2025 Charter Review Board Members as presented; voice vote in favor was unanimous.

President Boerger thanked the members for their willingness to serve. Additionally, he stated that the Charter Review Board's first meeting is scheduled for January 14th at 5:00 p.m. at City Hall in the second floor conference room. According to City Charter Section 12.05.01, should the Board recommend any changes to the Charter, the Board shall submit their recommendations to Council on or before the second meeting in July of the year of the review, and Council shall certify the Board's recommendation to the Board of Elections to be submitted to the electors at the next regular municipal election.

ADMINISTRATIVE REPORT: Manager Emery provided the following updates:

- City offices will be closed on Monday, January 20th in observance of Martin Luther King Jr. Day.
- The Marysville Police Division will be hosting its 3rd Annual Citizen Police Academy, beginning February 6, 2025. It's a great opportunity for citizens to get involved and learn more about law enforcement through hands-on learning. Classes will be held on Thursday evenings from 6:00 p.m. – 9:00 p.m., February 6 – April 17, 2025 at the Police & Court Building. The deadline for applications has been extended to January 15, 2025. More information can be found on the Marysville Police Division's Facebook page.

Director Hoyt provided the following updates from Maintenance and Operations:

- Streets: City Crews are staying prepared for snow events and working on potholes. To date, the City has used 532 hours and 612 tons of salt for snow removal (including 379 hours and 363 tons of salt last week). The 2024/2025 data is over double what we have seen in previous years at this time.
- Parks: City Crews are removing the Christmas decorations in the Uptown, coordinating upcoming events and have a State mandated pesticide inspection.

- Water: City Staff is working on Ohio Environmental Protection Agency annual reports and the Park Avenue waterline replacement. Also, Peterson Construction is working on Filter #7 at the Water Treatment Plant. Finally, the average water production this week was 3.4 million gallons per day.
- Wastewater: City Crews continue to perform preventative maintenance at the Crosses Run and Jerome Village pump stations, along with maintenance on UV modules and conveyors at the Water Reclamation Facility.

Manager Emery said there is a request for a consent agenda item in the form of a Resolution, which is in support of the Ohio Municipal League's request that municipalities pass a Resolution that challenges AT&T's tariff application at the Public Utilities Commission of Ohio. This appears to have been brought through over the holidays and we were briefed on the topic on Friday, January 10th, which is why the request is being made for the consent agenda item. This was also discussed at the Public Safety/Service Committee Meeting earlier this evening.

Councilman Berbee moved to add the Consent legislation, "A RESOLUTION OF THE CITY OF MARYSVILLE SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO" to the Agenda as the first Resolution to be heard and the question put, stood:

Mr. Berbee YES; Mr. Boerger YES; Mr. Hunter YES; Mr. Reams YES; Mr. Bordner YES; Mr. Wolfe YES.

Vote 6-0; Motion carried, Resolution added via Consent as the first Resolution.

REPORT OF CLERK OF COUNCIL: None.

REPORT OF ECONOMIC DEVELOPMENT: None.

PARKS AND RECREATION COMMISSION REPORT: Councilman Wolfe said that during the December 16, 2024 Parks and Recreation Commission Meeting, there were many updates from City Staff. The Scott Family Park will start to see more activity, weather permitting. The County Log Jam project started at Square Drive and they will be working their way through Scott Family Park. From there, they will work from the Logan/ Union County Line and make their way back through the City. Work is being done at Eljer Park with the baseball field dugouts and fencing throughout the Park. Redesign for the Amphitheatre at American Legion Park has begun. The Urban Forestry Master Plan is nearing completion. Lastly, planning is occurring for Friday Night Uptown events and for America's 250th Celebration in 2026. The only agenda item was an update regarding the progress of the next Parks and Recreation Master Plan, which is ongoing. President Boerger said he attended a County-wide meeting regarding America's 250th Celebration and Marysville will have its own planning group as well. He spoke to ideas he has for the City's planning for the America 250th celebration.

HEARING OF CITIZENS: Heather Montgomery spoke to her disappointment regarding a cancelled meeting at the Automotive and Mobility Innovation Center, AMIC, along with the comments made by President Boerger on Facebook. She clarified that the meeting she organized was not against the Marysville School Levy, despite what President Boerger's Facebook comment stated. She said the meeting was intended to be an open dialogue regarding the School levy, its implications and the impact on senior citizens. The desire was to explore solutions that work for everyone. The comment on Facebook from President Boerger that stated the

AMIC building should remain neutral and that the event would be political sets a concerning message. She asked if we are now subject to public spaces being censored based on content? Additionally, she asked if events will be subject to review for perceived political nature? She said she was told by a third party that the meeting was cancelled, not by anyone from the City. She said it is disheartening to feel dismissed without the courtesy of a phone call or a conversation. She said the comments made by President Boerger were misleading and unfair. Public servants have a duty to represent all citizens, even those with differing views. She asked that Council commit to fostering open dialogue with all community members. Lastly, she suggested that President Boerger be careful about what he says at the Parkview Drive Thru, people repeat things. Lastly, she asked that a policy be created regarding the use of public spaces to ensure that future decisions are communicated with professionalism and accountability.

Lisa Phillips read the message referenced by Ms. Montgomery as provided in Exhibit B, which was posted on on Union County Politics in the Know, a Facebook Group Ms. Phillips manages. Additionally, she said the conclusion she came to with Director Phillips regarding the meeting at the AMIC was a good one. Ms. Phillips said she and her husband have organized similar meetings, and the most recent one was held where the School Board meets. To be called anti-levy is ridiculous. She said she called Manager Emery to see if she would no longer be able to use public buildings because we disagree. It is wrong that President Boerger would make public policy on Facebook while also providing inaccurate information as facts. The AMIC is not owned by the City.

Richard Rausch, Principal at St. John's Lutheran School, spoke to the importance of education and having great options for children. As we move into the new year, he asked that Council consider the impact of their decisions that directly impact the students at St. John's.

Lesley Phillips said his comments are directed toward President Boerger in support of the PAC he represents and the work he and many people have done to come to an understanding of the process associated with community and school funding. We are about education and learning about what is going on in the community. He hopes that others will understand that as well. The apparent censorship was disheartening, and a grand disappointment. He said he is glad it was able to be worked out with the City and with others on Council, however, President Boerger made the comments which he gets to own. Additionally, he said recent comments by President Boerger regarding making things fancy in Marysville will cost people money, and people will be affected. The remarks he made upon accepting the Presidency seem to be about fanciness, and he asked that those ideas be reconsidered as they impact the most vulnerable in our society. He said to brag about something you're able to accomplish and then to vote against it in a recent meeting, shows a level of inconsistency that he thinks would make it hard to do business in Marysville. From a business standpoint, if feedback is provided, and the business owner goes back and makes updates accordingly, only to find out the decision maker was against it from the beginning, is not good. Lastly, for the most part he said, everyone at the City is doing a good job.

Brianna Holland spoke to President Boerger and said she didn't appreciate the way he ignored the first two speakers the entire time they were speaking. It was disrespectful. The meeting at the AMIC shouldn't have been cancelled, it was important.

President Boerger said if there are questions for the Schools or for the City regarding how funding is handled, each body will be able to answer those questions. Our numbers are accountable to the State of Ohio. Councilman Hunter asked for more information regarding the AMIC. Manager Emery said he was never

approached about the use of a facility. If he had been approached, he would have offered the Police & Court Community Room, which has been used by this group on previous occasions. The AMIC is overseen by the Marysville Union County Port Authority. The City has a part of the funding, along with Union County and The Ohio State University. The facility is being used as a co-working space, and businesses operate out of it. On Saturday's when the meeting would have been held, no one is staffed there. It is a facility that we have to be careful with because businesses operate out of it. It is not a facility that we can just open the doors and let utilization occur without oversight. Councilman Hunter said he understands the complications, and thanked Manager Emery for the explanation.

RESOLUTION:

Consent Item
One Reading
Only

A RESOLUTION OF THE CITY OF MARYSVILLE SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO

Administration: Manager Emery reviewed the Consent Resolution as it was provided in Exhibit C. If AT&T's tariff application at the Public Utilities Commission of Ohio were go pass, it would be a direct contradiction to what takes place now. Currently, before projects take place, we contact the utility companies that will be affected, work with them on timelines, and it is up to the utility company to move the lines, at their cost. For them, it is the cost of doing business. They need to retain their customers and it is up to them to make sure the project changes won't involve a disruption in service to their customers. However, if AT&T is successful, the cost burden would be put back on municipalities to move their utilities when they are located in the right-of-way. Challenges must be filed by January 17, 2025, which is why we are on a tight timeline.

Citizens: Kathy Young said she looked at the Ordinance, to her this is just an opinion, it doesn't mean could or couldn't happen.

Council: Councilman Hunter said this is just one utility company's pursuit, but if they are successful, others could follow suit and it could drastically change our finances for projects in the City. Councilman Bordner asked what the risks for constituents would be if Council were to vote this down. Manager Emery said if AT&T is successful, this change could ultimately double our costs on projects if the City were to be burdened with the responsibility of paying for this. This is one utility company making the request. If successful, there will be other utility companies that will follow and the cost burden will be on us, versus the companies. Engineer Hoyng said a $2 million-dollar project could become at $4 million dollar project, which would eat into the General Fund and we would not be able to make as many improvements. Councilman Hunter added it would hinder public improvement and, as an example, the City wouldn't be able to make as many traffic improvements because we cannot afford to do the number projects that the public would ultimately benefit from. President Boerger said the City's largest base of revenue is from income tax. It is important that the City ensure there is enough money to pay for what we have. Our prices will not go down. Even if development is stopped, the cost of doing business will continue to increase.

Councilman Wolfe moved to pass the legislation and the question put, stood:

Mr. Boerger YES; Mr. Hunter YES; Mr. Reams YES; Mr. Bordner YES; Mr. Wolfe YES; Mr. Berbee YES.

Vote 6-0; Motion carried for the passage of Resolution 001-2024.

Res. A One Reading Only — TO AUTHORIZE THE DISPOSAL OF SURPLUS PERSONAL PROPERTY BY INTERNET AUCTION FOR 2025

Administration: Manager Emery said this is an annual request to Council. The items that will ultimately come forward are still being put together and will be presented to Council with separate legislation. This authorizes the City's ability to begin the process.

Citizens: None.

Council: Councilman Bordner asked if the auction will be open to the public and if it will be noticed. Additionally, he asked where the funds will go. Manager Emery said yes, it will be a public auction and the revenues will go back to the funds from where they are sold from. If from Water, then it would go back to the Water Enterprise Fund, as an example. Director Aslaner said the auction is for items valued over $1000. Director Hoyt said the Ordinance will be presented to Council in the June timeframe.

Councilman Bordner moved to pass the legislation and the question put, stood:

Mr. Hunter YES; Mr. Reams YES; Mr. Bordner YES; Mr. Wolfe YES; Mr. Berbee YES; Mr. Boerger YES.

Vote 6-0; Motion carried for the passage of Resolution 002-2024.

ORDINANCES:

Ord. A 1st Reading Title Only — TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION FOR THE CONSTRUCTION OF THE RESERVOIR CONNECTOR TRAIL PHASE 2 PROJECT

Administration: Manager Emery said thanks to State Representative Tracy Richardson, the City is receiving $300,000 for this project. Engineer Hoyng said this was in the 2024 Budget and we hoped to have everything finalized for the Grant with the Ohio Department of Natural Resources (ODNR) in 2024, but that didn't happen. It was not added into the 2025 Budget. As a result, Director Lutz recommended requesting a supplemental appropriation. 100% of this project will be funded by the Grant.

Council: Councilman Berbee said upon review of the Board of Control Meeting that occurred earlier in the day, it appears the bid was awarded for $270,000. The Ordinance reflects $244,000. There was general discussion regarding the contingency added to every project. Additionally, Councilman Berbee asked if there is something else that the City can find to do for the project to ensure the full amount is used. Especially with this location, which crosses Raymond Road, safety is a huge concern. Engineer Hoyng

explained the contingency process further and all of the safety enhancements planned for the project. Adding items to the project could ultimately put the City over the $270,000 mark and then the City would be on the hook for the overage amount, it wouldn't be funded by the Grant. It was decided that there will be a request to amend the legislation from $244,000 to $270,000 at the January 27, 2025 City Council Meeting.

To be back for Second Reading, Public Hearing, on January 27, 2025.

Ord. B 1st Reading Title Only

TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT KNOWN AS THE MEMORIAL HEALTH, JEROME VILLAGE EXPANSION AMENDMENT

Administration: Manager Emery said this legislation is similar to what has been brought before Council previously with other amendments to the Joint Economic Development District (JEDD) in Jerome Township. This is another enhancement to the District.

Council: Councilman Berbee said this is what we were hoping for when we entered into the JEDD with Jerome Township about five years ago. Councilman Bordner asked for an explanation of the benefits of this JEDD in Marysville. Director Phillips said JEDD's are set up by the State and allow income tax to be levied in unincorporated areas to support infrastructure development. The way this JEDD is set up, there is a 1.5% income tax imposed on commercial properties in the JEDD, 60% goes into infrastructure, 20% goes to the City of Marysville and 20% goes to Jerome Township. A JEDD is typically set up in areas outside of a City that would be difficult to annex. The City controls the water and sewer in the area so it is a benefit to the City to get the income tax. Councilman Bordner thanked Director Phillips for the explanation, he tries to take every opportunity to educate the public that he can.

To be back for Second Reading, Public Hearing, on January 27, 2025.

Ord. C 2nd Reading Public Hearing

TO DECLARE THE MARYSVILLE SOUTHEAST NEW COMMUNITY AUTHORITY TO BE ORGANIZED AND A BODY POLITIC AND CORPORATE; TO DEFINE THE BOUNDARY OF THE AUTHORITY'S NEW COMMUNITY DISTRICT; TO PROVIDE THE METHOD OF SELECTING THE BOARD OF TRUSTEES OF THE AUTHORITY AND FIX THE SURETY FOR THEIR BONDS; AND TO APPOINT CERTAIN MEMBERS TO THE BOARD OF TRUSTEES

Administration: Manager Emery said there will be a request from Administration to table this legislation. There will be a separate Development Agreement in the form of an Ordinance that is not ready yet, and we will want to pass them both at the same time. It is expected to be ready for the first reading on January 27th. Therefore, the request is to table the 3rd Reading until February 24th.

Citizens: Amy Potter Grimm said the development of a New Community Authority sounds like a great way to fund the project on Weaver Road. The majority of the area is

farmland and rural residential properties. There will be an impact to neighboring residents. For the four City Council appointments to the New Community Authority Board, she recommended that two live in Marysville, no more than two miles from the project. Additionally, she recommended that the other two live within the Marysville Exempted Village School District, also within two miles of the project. The two appointees that live in the School District, but outside of City limits, would allow residents outside of City who will also be impacted by the development to be involved in decisions. She also recommended that all four appointees have lived in the City and/or the School District for at least two years. Further, she said no employees or immediate family members of employees of the City of Marysville, or Union County, should be on the Board, with the exception of Police and Fire. Lastly, no one that has held office in the City of Marysville or Union County in the last two years should be appointed to the Board.

Council: Councilman Hunter said he assumes the recommendations from Ms. Potter-Grimm are to ensure there is local interest from the appointees. He said he doesn't disagree with the point she has made. Director Aslaner said after passage of this legislation, within 10 days of the effective date, Council is to make a total of four appointments, three of whom are citizens and one of whom is a representative of the City, likely a City official, which could include a Council Member, the City Manager or the Finance Director, as an example. Those are the statutory factors that have to be considered. If there is a desire to have additional requirements, that can be considered as long the minimum requirements are being met. Councilman Berbee said this was brought to our attention about ten weeks ago. At the time, he made a comment regarding the appointments, that there should be additional consideration, but it fell on deaf ears and it was explained to him that it was none of his business. He said he agrees that there should be a least one person that lives in the area, such as Adena Pointe, Weaver Ridge or somewhere close by as the development will directly affect their quality of life, the housing market, etc. So far, it has been decided to avoid the subject and not discuss it for reasons unknown to him. He said he thinks there should be a job description. He said he spoke to one of the founding members of the New Community Authority in Jerome Township. He said that when the Board was in its infancy, about 10 to 12 years ago, they met at least every six weeks for at least an hour, sometimes two.

Councilman Reams moved to table the Third Reading, Title Only, until February 24, 2025 and the question put, stood:

Mr. Reams YES; Mr. Bordner YES; Mr. Wolfe YES; Mr. Berbee YES; Mr. Boerger YES; Mr. Hunter YES.

Vote 6-0; Motion carried.

To be back for Third Reading, Title Only to February 24, 2025.

Ord. D 2nd Reading Public — TO AUTHORIZE THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED $3,335,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF (I)

Hearing — ACQUIRING, DESIGNING, IMPROVING AND CONSTRUCTING VARIOUS PUBLIC SERVICE RELATED PROJECTS, (II) CONSTRUCTING AND INSTALLING ROAD AND TRAFFIC SIGNALIZATION IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING, RECONSTRUCTING, WIDENING, OPENING, IMPROVING, RESURFACING, AND PAVING VARIOUS STREETS, ROADS, CURBS AND SIDEWALKS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, AND (IV) CONSTRUCTING AND RECONSTRUCTING VARIOUS CAPITAL PROJECTS IN INNOVATION PARK, INCLUDING ELECTRICAL, LANDSCAPING AND STREETSCAPING IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; AND RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND AUTHORIZING AND APPROVING RELATED MATTERS

Administration: None.

Citizens: None.

Council: Councilman Bordner asked if a refresher on this legislation could be provided for the benefit of the public. Director Lutz said this is a renewal of the short-term notes. One is due in March and another in August. Once this passes, the City will ultimately sell the note. The principal payment we have listed to pay off is $200,000. As we approach the deadline, there may be a conversation about paying more down.

To be back for Third Reading, Title Only, on January 27, 2025.

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

Manager Emery said that regarding the Strategic Plan, internally City Staff has developed separate subcommittees to work on each goal of the Strategic Plan. They plan to provide a presentation at the Work Session in April to provide an update to Council regarding the Goals and objectives.

Councilman Bordner wished everyone a Happy New Year and he thanked Chief Burns and Chief Brooks for allowing him to do a ride along with the Fire and Police Departments. He thanked the Staff of each Department for that all they do on a daily basis. They are truly professionals who believe in our community and are here to protect, serve and keep us safe.

Councilman Wolfe wished everyone a Happy New Year. He said it was a productive and interesting 2024 and he is looking forward to 2025. Additionally, he thanked everyone who came and made comments regarding the rights of citizens and free speech. We need to continue to protect those rights and allow the use of facilities as they are available. The events from Barb Phillips are important for the community and are informative.

Councilman Berbee thanked President Boerger for his service as President in 2024 and he congratulated him on being elected to serve as President in 2025. Additionally, he congratulated Vice President Hunter. The election reflects the confidence the Council Members have in each of you. Lastly, he asked President Boerger to provide an update regarding the Council vacancy.

Councilman Reams wished everyone a Happy New Year and said he is looking forward to watching football on Monday evening.

Councilman Hunter said he appreciates the consideration to potentially serve as President of Council in the absence of President Boerger. Additionally, he said that Dr. Martin Luther King Jr. had a profound impact on Civil Rights. Councilman Hunter said he has the "I Have a Dream" speech framed in his house. He quoted part of the speech, "I have a dream that my four little children will one day live in a Nation where they will not be judged by the color of their skin, but by the content of their character." He asked that people keep that in their hearts and minds going into next week.

President Boerger said it is a privilege to serve in this seat. We are first residents and then Council Members. He said he understands that this seat does not belong to him, but to the community. Council Meetings can become heated, but small increments of change in Marysville, in the State of Ohio and in our Country make a difference. In the times we live in, it is easy to criticize, but members of the past have created a platform for all of us to serve today. He said he hopes to elevate the legacy and to create one that will allow someone to want to build from. Members who put their heart first make a difference. Additionally, regarding the City Council vacancy, applications were due by today at 5:00 p.m. 21 applications were received. He, the Vice President of Council and one additional member of Council will review the list and narrow it down to seven. The interviews will occur on January 21st. Additional questions will be sent to the applicants to complete electronically as well.

THE POTENTIAL TO ADJOURN TO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY AND TO CONSIDER INFORMATION RELATED TO THE SPECIFIC BUSINESS STRATEGY OF AN APPLICANT FOR ECONOMIC DEVELOPMENT ASSISTANCE: At 8:38 p.m., Councilman Hunter moved to adjourn to Executive Session to consider the purchase of property and to consider information related to the specific business strategy of an applicant for economic development assistance, Councilman Wolfe seconded, and the question put, stood:

Mr. Bordner YES; Mr. Wolfe YES; Mr. Berbee YES; Mr. Boerger YES; Mr. Hunter YES; Mr. Reams YES.

Vote 6-0; Motion carried and Council entered into Executive Session.

At 9:24 p.m., Council adjourned to Open Session.

ADJOURN: There being no further business to bring before Council, Councilman Wolfe moved to adjourn the meeting. Affirmative voice vote in favor was unanimous. The meeting adjourned at 9:24 p.m.

EXHIBIT A

One year ago, we, as council, made a promise to build bridges and find solutions to our ever evolving city. The residents requested us to manage the growth, protect the small town identity, and be proactive in our communication. Since January 1st, 2024, we established a robust approach to our school district. We found common ground which has led to monthly meetings where we continue to share common values for our youngest residents.

When service is guided by moral integrity, we find reasons to believe in each other and in our government. We all have the ability to serve, in our own right, acts of service, either great or small, to help one another will create a thriving city.

I want to personally thank Councilman Berbee for your passion and dedication for the City of Marysville. Commitment and duty is the noblest pursuit of service. The policies of yesterday are why residents chose to call Marysville home.

I made a promise to each and everyone of you and our residents we would act accordingly to reverse decisions. We have hired, studied, and fixed issues. We are not done and we understand the needs of our city. This council is eager to start the new year.

During my first year and this year as president, I had outlined what I believe will be our priorities for our growing community.

1. Executing the Comprehensive Plan & focusing on economic growth. We will no longer use rapid, unsustainable expansion of generic housing development as a primary means to create revenue. (We have created a committee to study and rewrite Plan Use Development code).

2. Reviewing the Zoning Code to ensure every neighborhood is treated equal, and property values in parallel to the economic vitality of our city. (Council stated we want neighborhoods valued, respected, and held accountable).

3. Creating our first Identity Master Plan - We must ask ourselves who we are and what is Marysville's character. (Council hired Realmed)

4. Neighborhood Branding - The time has come to celebrate our architecture and history - the stories which bring us together. (I will be asking council in the 2026 budget to hire a historian to study the history, architecture, and events).

5. Connectivity Master Plan - We shall ensure streets are built with the protections for all residents and uses for transportation. Parks will be used to link residents to their places they desire.
(We continue to study with realm and find solutions)

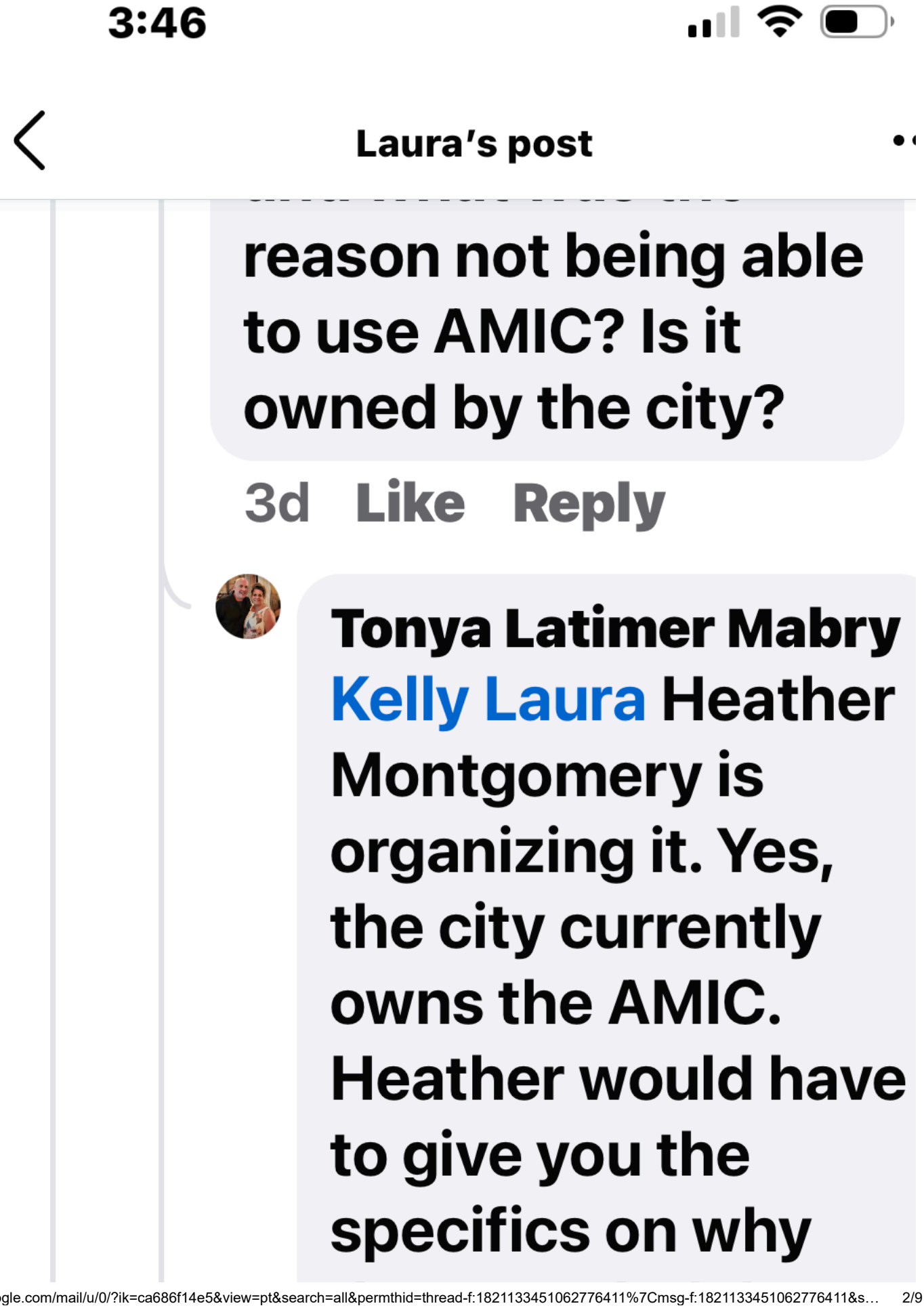
The first item we will work toward is to further strengthen our economic packages. We must increase wages to pay for the increases in city services. I will be asking council to raise targeted salaries to upwards of 100,000 starting points for companies to receive economic incentives.

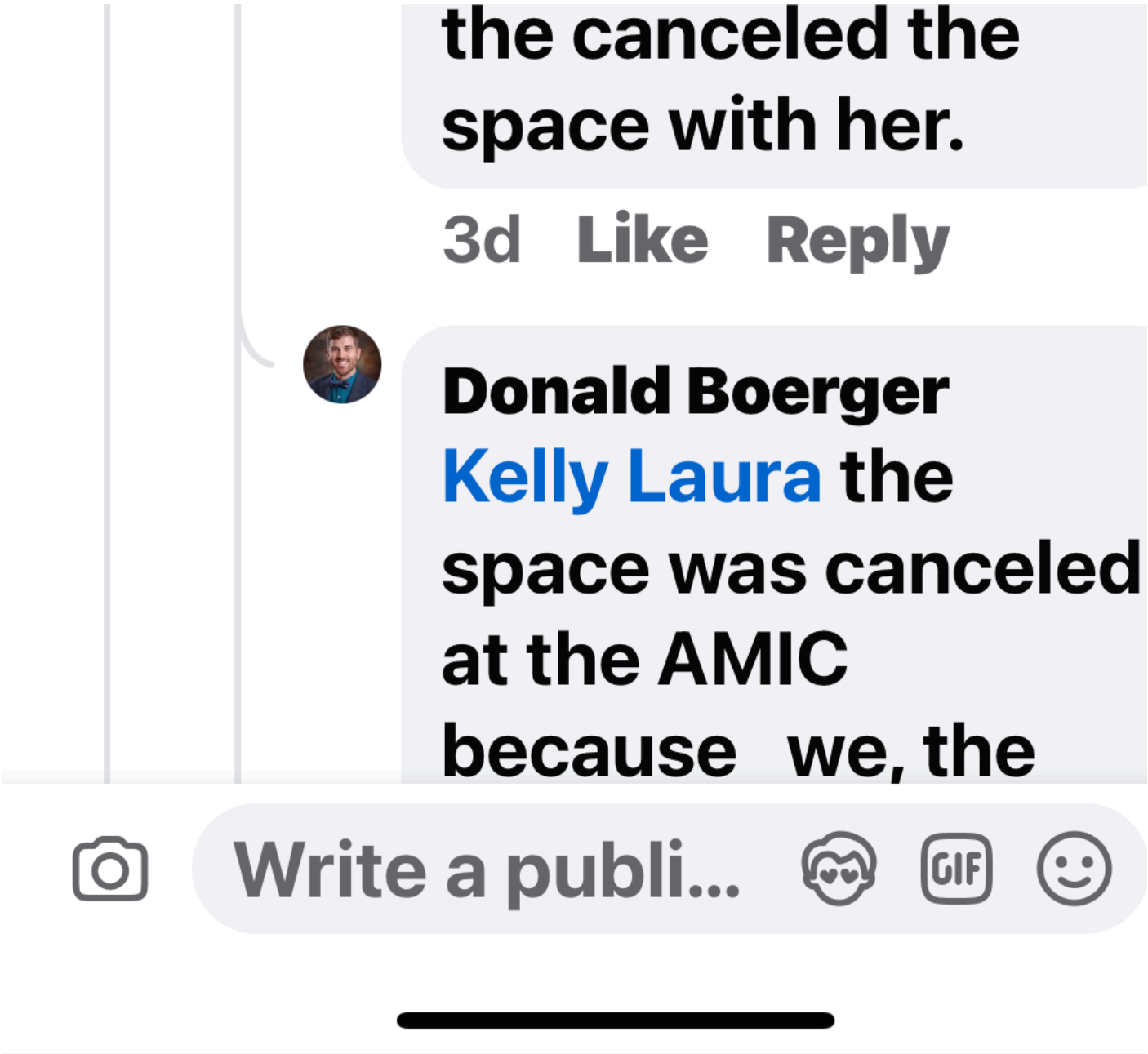
.
The second item. We will continue to hold developers accountable. Last year, This council agreed to 11 of the 12 amendments proving to community we have the power. I am now asking council the time has come to write code and create new guidelines for PUDS. We do not work for developers. Developers must obey our standards.

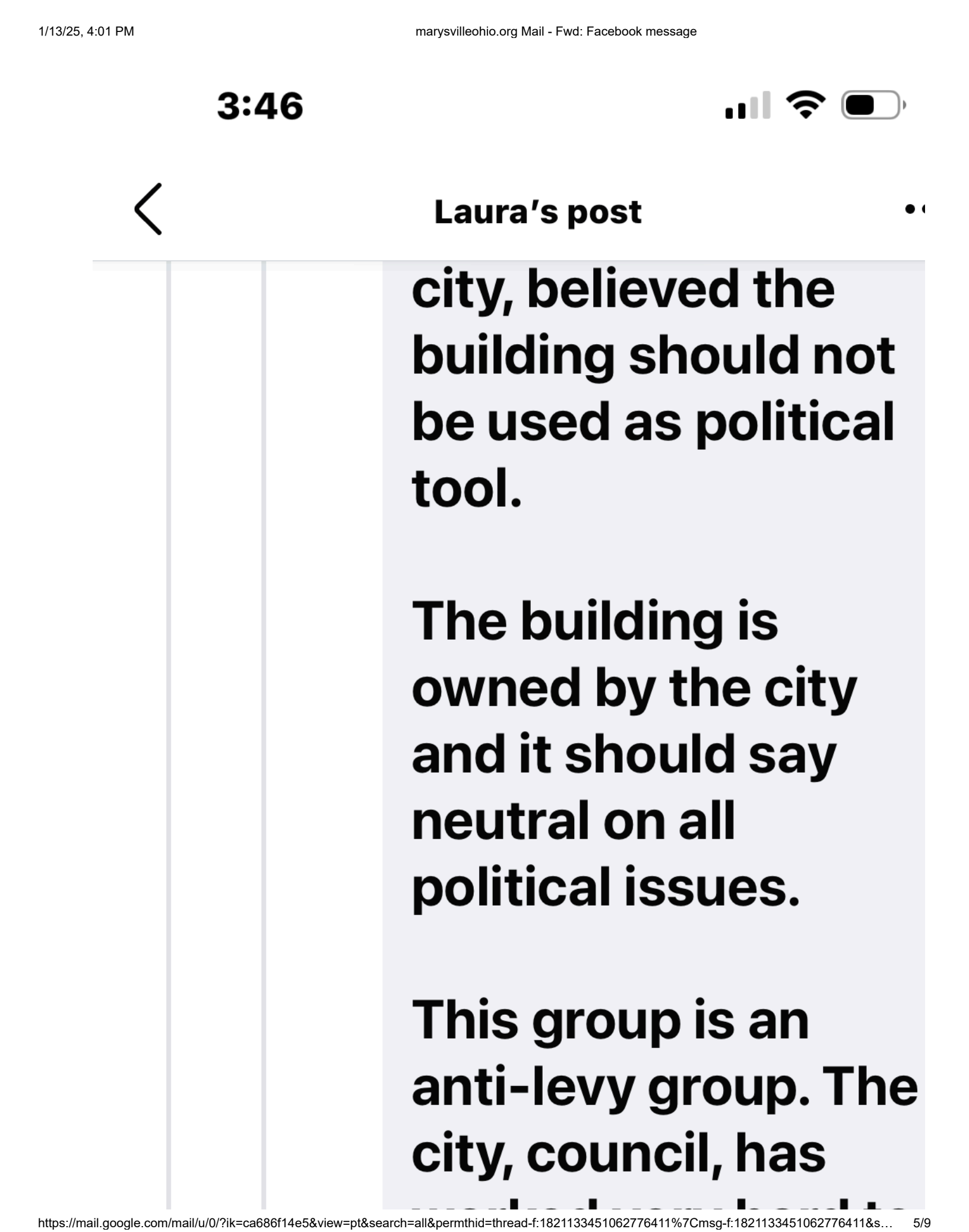
Our next generation of children should be given the same opportunity to health and wellness as you and I have, that opportunity to enjoy the outdoors, back yards, sit under the shade of an oak tree, and breathe fresh air. No longer will developers use valuable land while our residents must sacrifice open space and the beauty of our city.

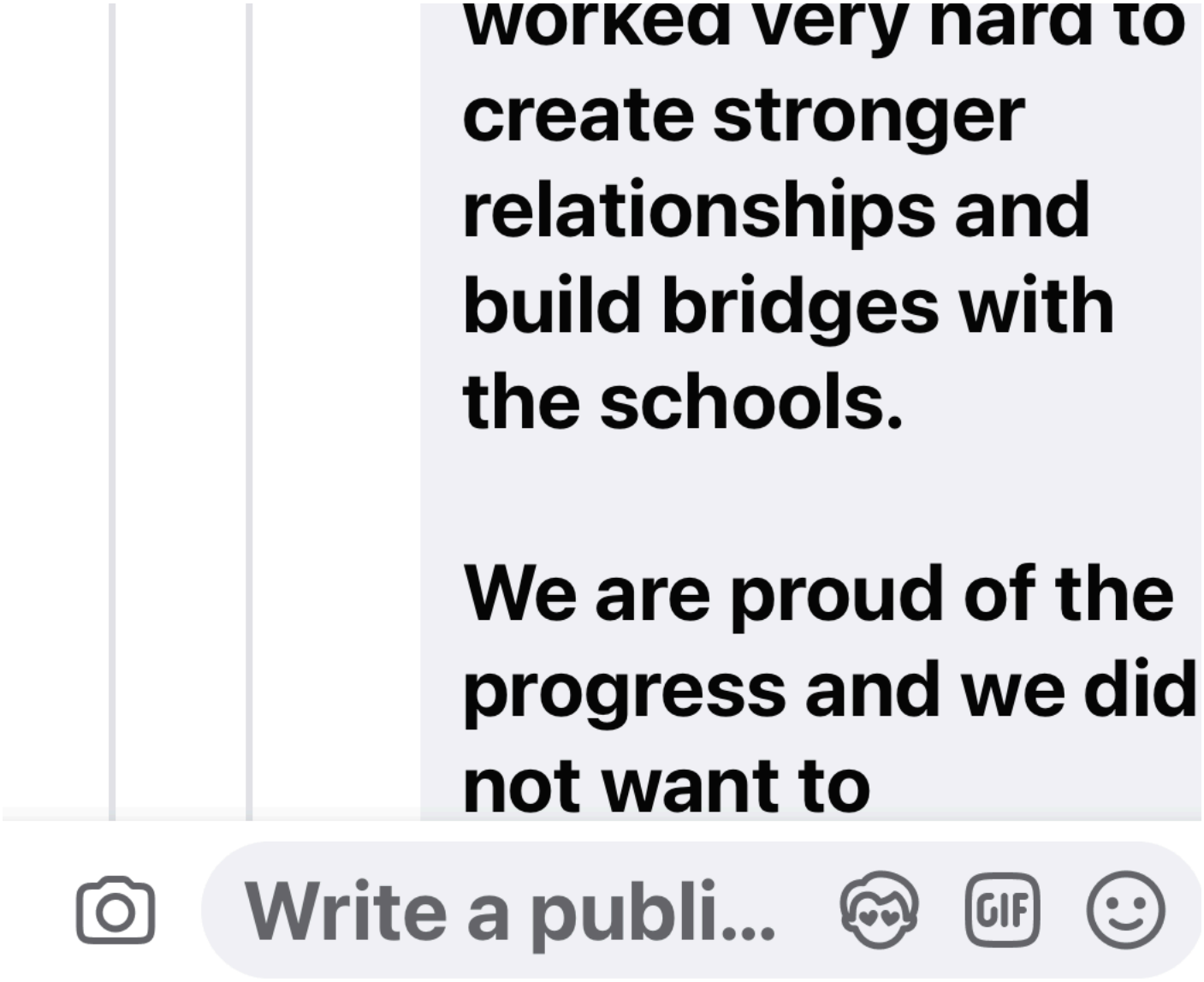
As I close my letter in duty of service, my message to you is that we will succeed and that success will belong to all of us.

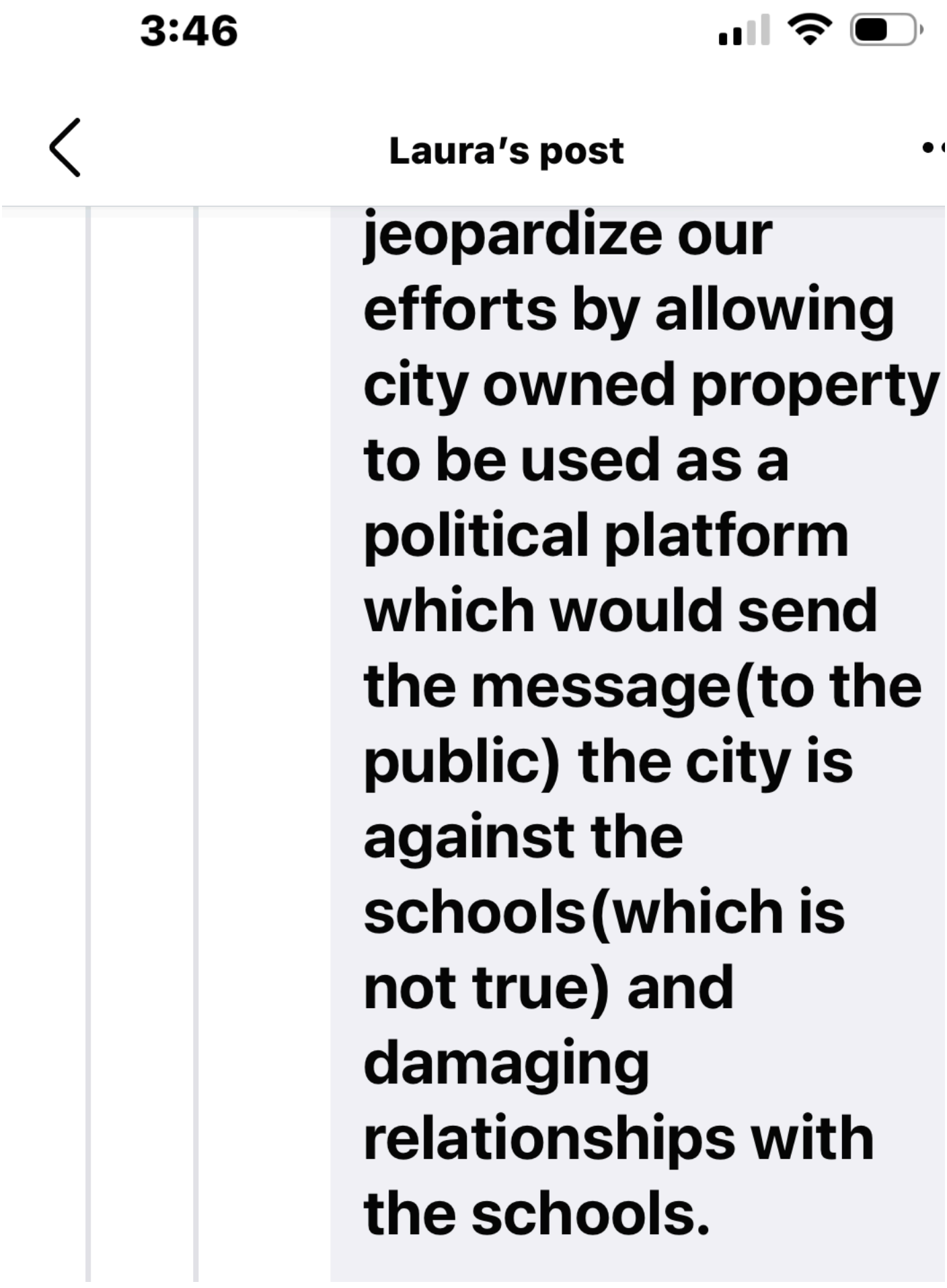
EXHIBIT B

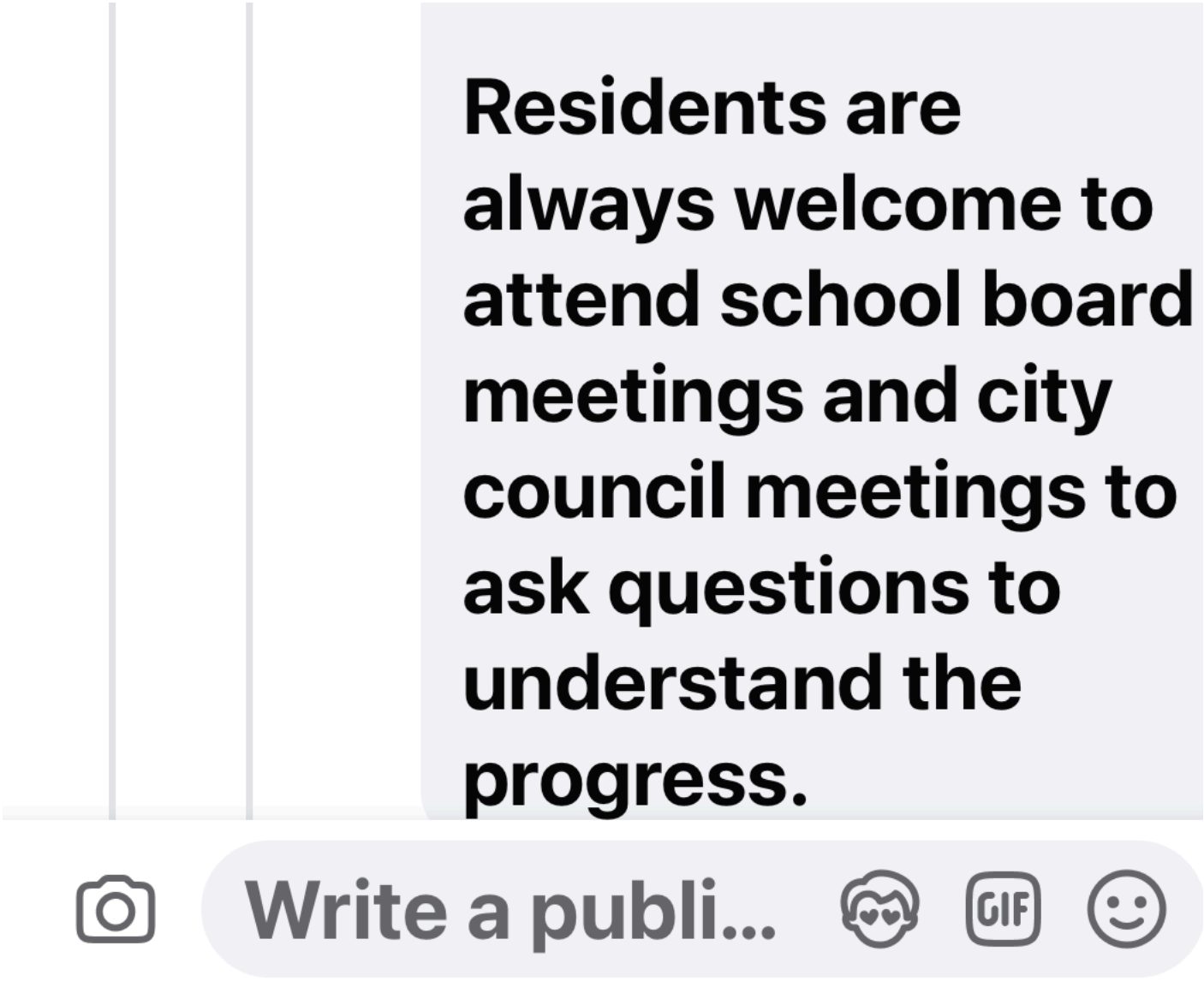

3:46
Laura's post
reason not being able to use AMIC? Is it owned by the city?
3d Like Reply
Tonya Latimer Mabry
Kelly Laura Heather Montgomery is organizing it. Yes, the city currently owns the AMIC. Heather would have to give you the specifics on why


the canceled the space with her.
3d Like Reply
Donald Boerger
Kelly Laura the space was canceled at the AMIC because we, the
Write a publi...
GIF


3:46
Laura's post
city, believed the building should not be used as political tool.
The building is owned by the city and it should say neutral on all political issues.
This group is an anti-levy group. The city, council, has


worked very hard to create stronger relationships and build bridges with the schools.
We are proud of the progress and we did not want to
Write a publi...
GIF


3:46
Laura's post
jeopardize our efforts by allowing city owned property to be used as a political platform which would send the message(to the public) the city is against the schools(which is not true) and damaging relationships with the schools.



Good morning. I am writing all of you to address this facebook message written by Donald and put on the group Union Co Politics in the Know. I was planning a meeting about the sch my For Union Co PAC with Heather Montgomery and asked to use the AMIC building. After a lot of things going on behind the scenes Eric Phillips and I came to what I felt was a good and it was decided that I would use the building for a different meeting. Little did I know Donald had put this post out on my group. I found out two to three days later as one of my admi on. As you can see there are several things that I feel are not correct.
First off the AMIC building is not owned by the city.
Second I had no idea that Donald was allowed to make policy by himself and on social media. When I saw what was said about the use of a city building and if I didn't agree with what saying I could use the building I called Terry Emery. I was told that that was incorrect.
Thirdly I or Heather are not anti-levy. One of the last meetings our PAC had was for the school at their building for the levy. Heather and I also meet with two of the school board membe to talk about the concerns we had about this passing and trying to help them.

I have grown tired of the many things Donald has said and done that as council president should not be done. This message was up for over a week. It cause so many problems that I go into but needless to say you as city council and the city were drug through the mud. I asking you to think carefully before putting Donald in as council president again. Is this what yo going for another year. Let's be clear I was team Donald. I was asked by a person I work with to call several of you and ask you to vote for Donald as council president which I did. I fou very wrong. Please take this into consideration when voting tonight. Also because of how public this has been I am being forced to address you tonight. Thank you for listening.
Barbara Phillips

EXHIBIT C

Terry Emery

RESOLUTION 001-2025

A RESOLUTION OF THE CITY OF MARYSVILLE SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application");

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law;

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application;

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes;

WHEREAS, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I: City Council finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City of Marysville, how this City manages and administers its public rights-of-way;

SECTION II: City Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts; and

SECTION III: City Council has been advised by the Ohio Municipal League that future financial and/or other support from the City may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City may take under consideration the specific amount or form of such financial and/or other support from City at a subsequent meeting of this City Council.

One Reading Only: January 13, 2025

_____
PRESIDENT OF COUNCIL

Passed: January 13, 2025

APPROVED AS TO FORM:

_____ _____
LAW DIRECTOR CLERK OF COUNCIL

Added as a Consent Resolution to the Agenda on January 13, 2025.

Terry Emery

RESOLUTION _____

TO AUTHORIZE THE UPTOWN MARYSVILLE FACADE IMPROVEMENT GRANT PROGRAM FOR 2025

WHEREAS, City Administration has drafted a grant program that would allow for the reimbursement of up to 50% for an amount not to exceed $25,000 (with exceptions) of the cost of various exterior related building improvements within the historic Uptown Marysville District in support of the Uptown Revitalization Plan; and

WHEREAS, input on the design of the program and eligible projects was provided by representatives from City Council, City Administration and the Union County Marysville Economic Development Department; and

WHEREAS, the costs associated with this grant program will be financed through interest income received from the City's General Fund for an annual program allocation of $200,000; and

WHEREAS, attached as Exhibit A is the Uptown Marysville Facade Improvement Grant Program and application, which will be executed by the City and grantees selected in the program, now therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That the Uptown Marysville Facade Improvement Grant Program is hereby adopted and the Uptown Marysville Facade Improvement Program Agreement to be executed between the City and grantees is hereby approved.

SECTION II. The City Manager has the authority, with confirmation from the Board of Control, to modify the terms of the Program.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL



UPTOWN FACADE IMPROVEMENT GRANT

GRANT

PROGRAM OVERVIEW

The City of Marysville has created the Uptown Facade Improvement Grant Program to directly stimulate **commercial building improvements** to structures located in the **Uptown Commercial** or **Uptown Transitional Zoning District**. The program funding, budgeted for $200,0000, is intended to help fund private investment with high-quality historically accurate improvements. Improvement efforts are to be in-line with the revitalization of historic Uptown Marysville, the Uptown Revitalization Plan, and the Design Guidelines for Historic Uptown Marysville.

It is intended that 20% of the funding will be allocated toward projects that directly remediate property maintenance violations. Applications which directly address the correction of property maintenance noncompliance will take priority.

All projects that receive funding must apply for and receive Certificate of Appropriateness approval from the Marysville **Design Review Board (DRB)**. Projects which commence prior to City and DRB approval are not eligible.

FUNDING

Grants are available to cover up to **50%** of the total eligible project costs, not to exceed **$25,000**. The applicant must use private, non-City funds to match the City's grant. Grantees will be **reimbursed** at the **conclusion of the project**, after certification of project costs and verification of compliance with the approved plans.

WHO?

Applicants can be property **owners or tenants**. Government properties are not eligible for funding from this program. Tenants must have written approval from property owners to participate in the program. Property owners/tenants must be up to date on all municipal taxes, utility bills, City Codes (occupancy permits on file) and property maintenance relating to the business and/or building prior to participation in the program. The program is not intended to pay for business-specific improvements unless the improvements are permanent and historically significant to the building.

GRANT AMOUNT

Up to **50%** of the project cost

$25,000 maximum per project

Reimbursement upon project completion

REQUIREMENTS

Located in **Uptown Commercial** or **Uptown Transitional** zone

Design Review Board Approval

Completion within **180 days**

Commercially owned property

Structural or **facade** improvement





ELIGIBILITY

WHEN?

City Staff will begin accepting applications on **January 8 2024**. Applications submitted after **March 4, 2024**, will not be accepted. The intent of the program is to help fund significant improvements to eligible buildings and sites. Projects must comply with the Design Guidelines for Historic Uptown Marysville, Ohio.

ELIGIBLE PROJECTS

Commercial and mixed-use structures within the boundaries of the **Uptown Commercial or Uptown Transitional Zoning District** (see map) or "target area" are eligible for funding. Buildings used solely for residential purposes are not eligible.

INELIGIBLE PROJECTS

The costs of **new construction** or work that *only* involves **routine maintenance** are not eligible under the program. An exemption may be made in the case of repairs if they will support the health, safety, and preservation of the Uptown structure.

JUDGEMENT

Priority will be given to projects that would result in **comprehensive restoration** or **substantial improvement** to the entire building or facade. However, City recognizes that the Uptown District contains buildings of different scales and levels of detail. In some cases a small improvement may result in significant impact on the character of a certain building or district as a whole.

ELIGIBLE PROJECT EXAMPLES

- Uncovering & restoration of historical facades
- Painting of storefronts
- Replacement/repair of architectural features
- Removal of inappropriate facade materials
- Repair of original architectural details
- Addition of appropriate detailing to enhance appearance
- Publicly accessible site ~~and landscape~~ improvements
- Rear and side building ~~property~~ improvements
- Window or door repair or replacement
- ~~Masonry replacement/tuck pointing~~
- Stucco and masonry work
- ~~Repair of facade~~
- Installation of new or repair of existing internal or exterior stairs and fire escapes ~~Exterior-mounted fire escapes~~
- Sidewalk/step repair with in-kind replacement
- ~~Awning installation or replacement~~
- ~~Removal of obsolete signs and hardware with repair patchwork~~
- ~~Installation, repair, and improvement of signage~~
- ~~Installation of decorative lighting and upgrading of existing features on external facades~~
- Storefront restoration or renovation excluding aluminum storefronts
- Fire suppression
- Improvement of life safety conditions, included but not limited to electrical, roof, and other structural building elements
- Additional projects to be considered at the city's discretion

BEFORE





UPTOWN FACADE IMPROVEMENT GRANT
APPLICATION PROCESS

STEP 1
Pre-Application meeting

STEP 2
Submit application

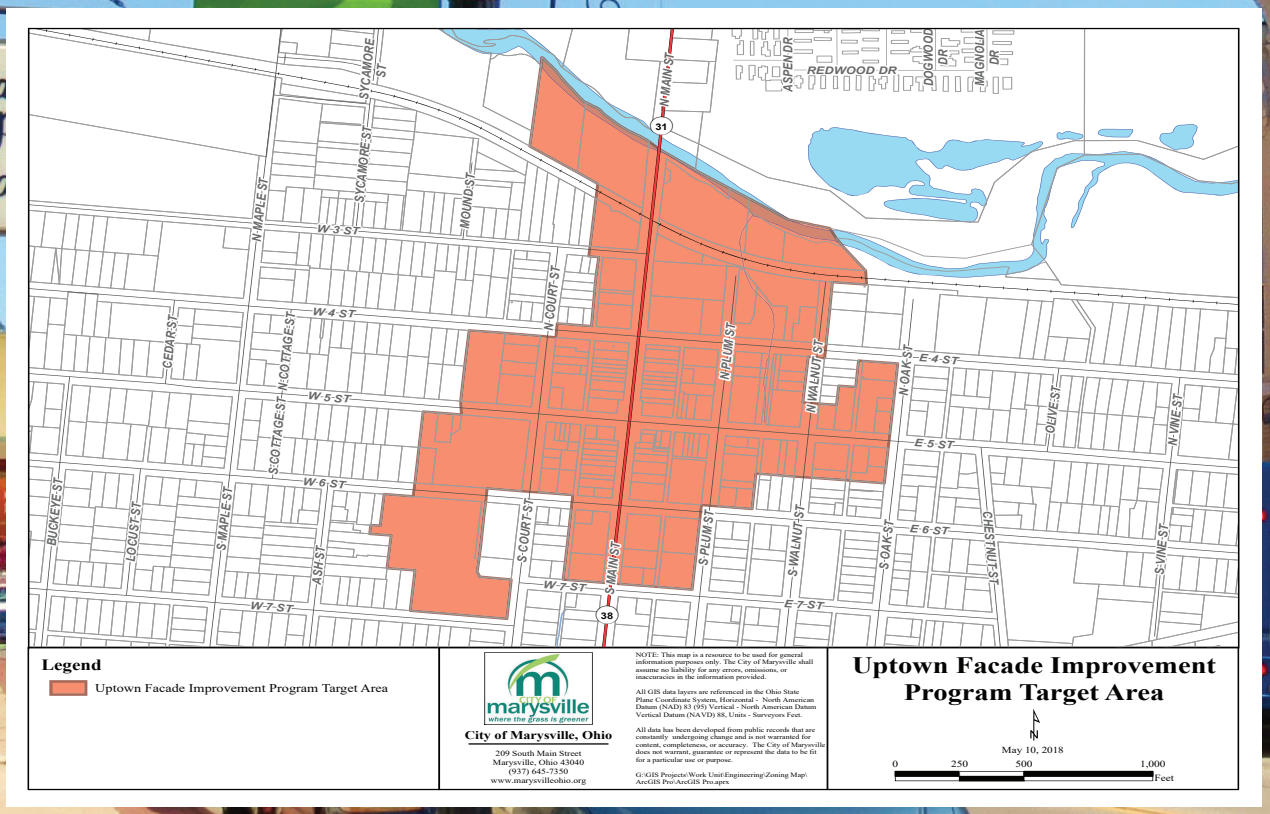
STEP 3
Application staff review

STEP 4
DRB Review

STEP 5
Execute agreement

STEP 6
Complete project

STEP 7
Funding reimbursement



RESOURCES

Planning & Zoning Department:
Phone: (937) 645-7350

ASHLEY GAVER: Planning & Development Manager
Email: agaver@marysvilleohio.org
Phone: (937) 645-7361

BRAD LUTZ: Finance Director
Email: blutz@marysvilleohio.org
Phone: (937) 645-7364

Application and Guidelines:
www.marysvilleohio.org/543/Uptown-Facade-Improvement-Program

Design Review Board:
www.marysvilleohio.org/151/Design-Review-Board

UPTOWN FACADE IMPROVEMENT PROGRAM AGREEMENT

OVERVIEW

The City of Marysville has created the Uptown Facade Improvement Grant Program to stimulate commercial building improvements located in the Uptown Commercial (U-C) or Uptown Transitional (U-T) Zoning district.

The program funding of $200,000, is to assist private investment with high-quality historical improvements that are in line with the revitalization of Historic Uptown Marysville, the City adopted Uptown Revitalization Plan, and the Design Guidelines for Historic Uptown Marysville, Ohio.

It is intended that 20% of the funding will be allocated toward projects that directly remediate property maintenance violations. Applications which directly address the correction of property maintenance noncompliance will take priority.

All projects that receive funding must apply and receive Certificate of Appropriateness approval from the Marysville Design Review Board (DRB). Projects which commence prior to City and Design Review Board approval are not eligible.

Applications will be reviewed by the Marysville Facade Improvement Committee. The committee shall consist of the following members: City of Marysville Planning & Development Manager, City of Marysville Zoning Administrator, Union County-Marysville Economic Development representative, and a City of Marysville Design Review Board Representative. The committee may consider the recommendation(s) of a consultant(s) who has unique knowledge with historical preservation and/or architectural design.

ELIGIBILITY

Commercial and mixed-use structures within the boundaries of the Uptown Commercial (U-C) or Uptown Transitional (U-T) Zoning District (see map) or “target area” are eligible for funding. Buildings used solely for residential purposes are not eligible. Priority will be given to projects with the highest visibility and impact on public streets. The Committee may consider other projects outside of the target area on a case-by-case basis.

GRANT AMOUNT

Grants are available to cover up to 50% of the total eligible project costs, not to exceed $25,000. The Marysville Facade Improvement Committee may consider grants of up to $70,000 for economically significant projects (high investment, positive community impact, innovation, job creation, etc.). The applicant must use private, non-City funds for the City’s grant program. Grantees will be reimbursed at the conclusion of the project, after certification that the applicant has paid the contractor in full and verification of compliance with the approved plans, unless otherwise agreed upon by the City Manager.

WHO MAY APPLY

Applicants may be property owners or tenants. Government properties are not eligible for funding from this program. Tenants must have written approval from property owners to participate in the program. Property owners/tenants must be up-to-date on all municipal taxes, utility bills, City Codes (occupancy permits on file) and relating to the business and/or building prior to participation in the program. The program is not intended to pay for business specific improvements unless the improvements are permanent and historically significant to the building.

ELIGIBLE PROJECTS

The intent of the program is to help fund improvements to eligible buildings. Routine repairs or maintenance are not eligible unless the repairs represent major improvements that could contribute to the structural longevity of the building. Projects must comply with the Design Guidelines for Historic Uptown Marysville, Ohio.

UPTOWN FACADE IMPROVEMENT PROGRAM AGREEMENT

The use of a qualified architect or design professional with expertise in historic preservation architecture is encouraged. Architectural, legal and other professional fees are eligible but may not exceed 10 percent of the total project cost unless prior written approval is granted by the Marysville Facade Improvement Committee. Priority will be given to projects that would result in comprehensive restoration or substantial improvement to the entire building or facade. However, the City recognizes that the Uptown District contains buildings of different scales and levels of detail. In some cases a small improvement may result in significant impact on the character of a certain building.

Below is a general list of the eligible improvements:

- Uncovering and restoration of historical facades
- Painting of Storefronts
- Replacement/repair of roofs, cornice, parapets, shutters and other architectural features consistent with original historical character.
- Removal of inappropriate facade materials
- Repair of original architectural details
- Addition of appropriate detailing which leads to a substantially enhanced appearance
- Site ~~and landscape~~ improvements in areas that are open and accessible to the public
- Improvements to the backs or sides of ~~properties~~ buildings
- Window repair or replacement
- Door repair or replacement
- ~~Masonry Replacement / Tuck pointing~~
- Stucco and masonry work
- ~~Repair of facade~~
- ~~Exterior mounted fire escapes~~ Installation of new or repair of existing internal or exterior stairs and fire escapes
- Sidewalk/step Repair with in-kind replacement
- ~~Awning installation or replacement~~
- ~~Removal of obsolete signs and hardware and repair patchwork.~~
- ~~Installation, repair, and improvement of signage (that conform to the sign code)~~
- ~~Installation of decorative lighting and upgrading of existing fixtures on external facades~~
- Storefront restoration or renovation excluding aluminum storefronts
- Fire suppression
- Improvement of life safety conditions, included but not limited to electrical, roof, and other structural building elements

The City may consider additional improvements not listed as “eligible improvements” that contribute to the overall character and historic preservation of Uptown on a case-by- case basis.

In the event that the project has not commenced, but has been previously approved by the Design Review Board, such project is eligible to submit for the Uptown Facade Improvement Program.

INELIGIBLE PROJECTS

The costs of new construction or work that only involves routine maintenance are not eligible under the program. An exemption may be made in the case of repairs if they will support the health, safety, and preservation of the Uptown structure as determined by City staff. Projects which commence prior to City and Design Review Board approval are not eligible.

COMMUNITY REINVESTMENT AREA PROGRAM

In the event of a commercial renovation project that exceeds total investment of $10,000, the property

UPTOWN FACADE IMPROVEMENT PROGRAM AGREEMENT

owner may consider applying for a property tax abatement through the Community Reinvestment Area Program (CRA). The CRA program reduces the increase of property taxes that occur as a result of the completion of renovations. It does not reduce existing property taxes. Eligible real property improvements include building and structural modifications such as a new addition, new windows, new facade, new storefront, new awnings and major structural repair. Applications must be filed and approved prior to the commencement of construction. For more information about the CRA program, please contact the Marysville Economic Development Office by calling 937-642-6279.

GRANT REQUIREMENTS

The owner/tenant shall comply with all applicable provisions of the City of Marysville Codified Ordinances and Ohio Building Code. By submitting an application to the program, the tenant/property owner agrees to allow the City and/or the County Building Department to inspect the interior and exterior of the building for code compliance.

Code violations discovered after project acceptance will not result in disqualification from the program, but corrections of such violations shall be incorporated into the project. The City retains the right to withhold reimbursements from the applicant until such violations are corrected to the satisfaction of City and/or County Building Department Staff.

Applicants must file an application for Certificate of Appropriateness with the Marysville Design Review Board (DRB) and include the estimated project cost. All necessary Board approvals must occur before a project begins. No funds will be awarded if the project begins before application approval.

If the application is approved, the applicant must complete the project within 180 days of approval. Reimbursement grant funds will only be disbursed to the applicant once construction of the approved improvements has been completed, project costs have been paid in full and verified, and the improvements have been inspected and approved by City staff.

Applicants shall obtain necessary building permits. Applicants are granted 180 days thereafter to complete the projects to the satisfaction of Staff. Extension to the 180 day completion period may be granted for inclement weather, or for the ordering of special building materials. The applicant must request an extension in writing. The City will notify the applicant in writing of its approval or denial.

All hired contractors for grant funded projects must be licensed by the State of Ohio and registered with Union County. In addition, they must be experienced in the specific improvement(s). If the Applicant selects a different contractor than previously submitted with the grant application, the Applicant must provide the new licensed contractor's information to Staff prior to project commencement.

APPLICATION REQUIREMENTS

Any commercial building or business owner within the target area who wishes to apply for a facade improvement grant may submit an application to the City of Marysville. Only completed applications that include all required submittal documents and information will be accepted.

Building improvements should:

- Contribute to the pedestrian environment by improving the aesthetic impact of the facade by adding visual interest to the streetscape;
- Provide year-round and permanent impact;
- Be completed in ways that are compatible with the original design of the structure;
- Not shield from public view nor cause the removal of architecturally significant features;

UPTOWN FACADE IMPROVEMENT PROGRAM AGREEMENT

- Contribute to the building's character; and
- Encourage other restoration or redevelopment within the Uptown area.

DECISION CRITERIA

All applications for grants must be received by the deadline date of the corresponding funding cycle as published. Once a complete application has been submitted in conformity with these guidelines, the amount of grant funds requested will be compared to the amount of available funds. Projects with the highest rankings will be prioritized. If the total requested amount exceeds the available funds, then the Committee will rank the applications based on the criteria listed below. Properties that have not received funding in previous funding cycles, may have a higher scoring potential for project approval/funding in an effort to evenly distribute funds across the district. The City's final decision is not appealable by applicants. The Committee reserves the right to reduce grant awards if project activities are ineligible or the amounts requests exceed available funding. The Committee may consider projects outside of the application review window if funding is available.

Projects will be ranked, and prioritized. Grants will be given to projects that result in comprehensive restoration or substantial improvement to the exterior of an entire building or facade.

Priority will be given to projects that result in comprehensive restoration, high visibility and impact on public streets and for projects supporting independent businesses not required by a contractual arrangement to maintain standardized décor, architecture, signs or similar features. The criteria listed below (in no particular order) will be taken into account:

- Instances where an immediate renovation would stop serious deterioration of the building's facade and where historic or architecturally significant features contributing to the building's character are in danger of being lost
- Projects that would restore the historic features of a building
- Projects that would improve the architectural integrity of a building
- Projects that demonstrate the ability to attract people to the Uptown District
- Projects that would result in significant new investment and the creation of jobs in the Uptown District
- Projects involving buildings with vacant or underutilized spaces where the overall marketability of the building would be improved
- Projects that incorporate mixed uses or multiple tenants
- Applications that demonstrate the applicant's capacity to complete the project

SUMMARY OF THE PROCESS

Step 1 – Pre-application Meeting

Applicants are encouraged to schedule a pre-application meeting with City Staff to review the scope of work prior to having architectural drawings completed and/or prior to submitting an application. To request a preliminary meeting, please contact the Planning & Zoning Department:

Planning & Zoning Department
(937) 645-7350

Ashley Gaver, PLA
Planning & Development Manager
agaver@marysvilleohio.org
(937) 645-7361

Step 2 – Facade Improvement Application Submittal (01/08/2024 - 03/04/2024)

The applicant shall submit:

- Completed Facade Improvement Program Application

UPTOWN FACADE IMPROVEMENT PROGRAM AGREEMENT

- Estimated budget with detailed line items and financing options
- Applicants should include a contingency of up to 10% for each line item
- Pictures, site plans, architectural renderings and/or other visual representations of the proposed improvements.

Staff will review the information and make preliminary determinations as to whether the proposed project meets program requirements. If Staff determines the initial information provided meets program criteria, the project application will move forward for project scoring.

Step 3 – Project Approval Process (City & DRB)
The Committee will accept and score the applications based on the criteria listed under the "Decision Criteria" section above. Funding will be reserved for projects with the highest ranking, contingent on DRB approval. A dated decision letter will be sent to all applicants immediately following the City scoring.

Applicants must submit an application for a Certificate of Appropriateness to the DRB within 60 days of receipt of the City's Uptown Facade Improvement Grant decision letter. The DRB will then review the applications for compliance with the Uptown Marysville Design Guidelines and consistency of the proposed modifications with the character of the Uptown District. After issuance of a Certificate of Appropriateness by the DRB, the application will move on for final approval and appropriation of funds.

Final approval is contingent upon the applicant agreeing with the City to the terms herein which outlines the program and set forth the criteria for receiving the grant. Projects are expected to begin construction within 60 days of DRB approval and completed within 180 days as stipulated under Grant Requirements.

Step 4 – Project Completion & Grant Reimbursement
City Staff will conduct a review of projects upon completion for compliance with DRB approval. Projects that have been completed to the satisfaction of Planning and Zoning Staff will be issued a signed Certificate of Project Completion. The City will review projects for compliance within 30 days of notification of project completion by the applicant.

For a project to be considered complete and eligible for reimbursement, the applicant must:

- Obtain all applicable building permits and pass all building inspections relating to the Project;
- Obtain a Certificate of Project Completion from the City of Marysville Planning & Zoning Staff confirming that the project was completed in compliance with the application and DRB approval;
- Submit a completed W-9;
- Submit paid third-party receipts / invoices to the City that reflect the committee approved project description and budget. If other building improvements were made in conjunction with the facade improvements, separate cost summaries related to the facade improvements must be provided. In-kind contributions are not eligible unless prior written approval is provided by the City.

I hereby attest to the truth and exactness of all information supplied on and with this application and agree to the terms herein.

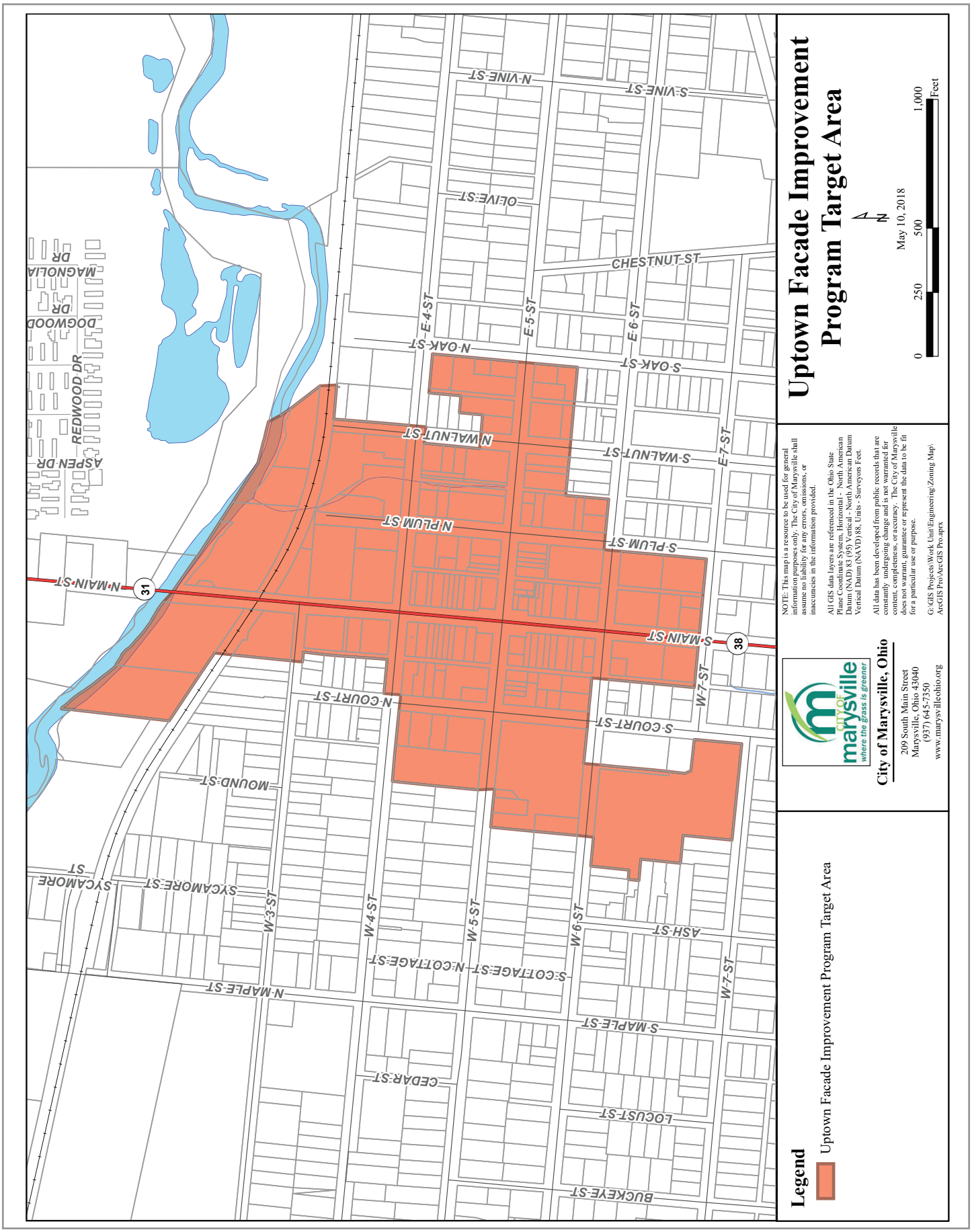
Applicant's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

City Approval:

_____ _____
City Manager Approval Date

PROGRAM TARGET AREA



RESOLUTION _____

A RESOLUTION AUTHORIZING THE HOME IMPROVEMENT REIMBURSEMENT GRANT PROGRAM

WHEREAS, City Administration has drafted a grant program that would allow for the reimbursement of up to 50% for an amount not to exceed $3,500 of the cost for various exterior related improvements for owner occupied residential units within the City of Marysville, and

WHEREAS, input on the design of the program and eligible projects were provided by representatives from City Council, City Administration and the Union County - Marysville Economic Development Department, and

WHEREAS, the costs associated with the grant program will be financed through interest income received from the City's General Fund for an annual program allocation of $50,000, and

WHEREAS, attached to this Resolution as Appendix A, are the terms and requirements of the Home Improvement Reimbursement Grant Program; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That the Home Improvement Reimbursement Program is hereby adopted.

SECTION II. The City Manager has the authority, with confirmation from the Board of Control, to modify the terms of the Program.

1st Reading: _____

_____
PRESIDENT OF COUNCIL

2nd Reading: _____

3rd Reading: _____

Passed: _____

APPROVED AS TO FORM:

_____
Law Director

ATTEST:

_____
CLERK OF COUNCIL

APPENDIX A

Eligible Improvements.

Improvements must be visible from the City right-of-way.

- Driveway - ~~focused on improving~~ gravel driveways to asphalt or concrete
- Exterior Doors (repair or replacement)
- Facade Work (cleaning, repair, or replacement of stucco, siding, or masonry)
- Fascia & Soffit (repair, or replacement)
- Fence (repair or replacement)
- Front Porch (repair or replacement)
- Gutters (repair or replacement)
- Paint – (exterior)
- Roof (repair or replacement)
- Shutters and Awnings (repair or replacement)
- Windows (repair or replacement)

Eligibility Requirements.

1. Jurisdiction
   The property must be located within the corporation limits of the City of Marysville.

2. Paid in Full
   The property must be up to date on property tax payments and utility payments and have no outstanding liens ~~or violations~~. The City will complete a records search to verify applicants are in good standing.

3. Insurance
   The property must be covered by homeowner's insurance before a reimbursement check will be issued. Homeowner's insurance policies should cover at least the replacement value of the home and its contents.

4. Residential Occupancy Required
   Single and two-family properties are eligible for the HIRG. Only owner-occupied properties will be eligible for reimbursement with the following exception:
   - Commercial properties located in the Uptown Historic District with approved residential units are eligible for the HIRG.

5. ~~Two Year Rule~~. One per fiscal year
   Properties are only eligible to receive funding one time per fiscal year for the HIRG program ~~if they have not received grant assistance from the City of Marysville within the past 2 years~~, excluding the sidewalk and curb reimbursement program.

Funding.

Projects must be approved for grant funding before work begins. No grant funds will be awarded for unapproved work or projects started prior to grant approval.

A limited number of grants are available each fiscal year. Funds will be dispersed on a first-come, first-serve basis until all available funding has been allocated.

A secondary list of applicants will be maintained by the City of Marysville Engineering, Planning and Zoning Department in the event that additional funding becomes available.

1. Maximum Grant Amount.
   The maximum grant amount is ~~$2,000.00~~ $3,500.00.

2. Matching Funds.
   Home Improvement Reimbursement Grants cover 50% of the cost of materials and/or labor completed by a licensed contractor. For work completed by property owners, grants can cover 50% of the cost of materials only.

3. Payments.
   Grantees must pay the upfront costs of repairs and improvements. All payments to vendors and contractors must be made by personal check, credit card, or debit card only.
   Once the project is complete and has passed final inspections, the grantee must submit a Request for Reimbursement ~~form~~, along with all supporting documentation including receipts and proof of payment (copies of checks, credit or debit card statements). The City will then provide the grantee with a reimbursement check.

Program Administration.

1. Complete applications must include the following:
   - Proof that the property is eligible for the HIRG program (within the city, up to date on taxes, etc. and insured.);
   - Description of proposed improvements;
   - Detailed scope of work and site plan;
   - "Before" photos of the area to be improved ("after" photos will also be required);
   - ~~Minimum of two bids~~ A cost estimate quote for any work to be done by a contractor or;
   - Estimated materials cost list for work to be completed by the homeowner;
   - Property survey (required for a driveway, porch or fence to ensure proposed improvements are within established setbacks.)
2. Applications are ~~accepted~~ preferred to be submitted electronically to the ~~in person by the Engineering,~~ Planning and Zoning Department ~~Monday through Friday from 8:30 a.m. to 4:00 p.m.~~ Only property owners may apply for the grant (no relatives, friends or contractors). Applications must be complete in order for the City to accept them.

3. Grant applications are accepted on a rolling basis and reviewed in the order received. A limited amount of funding is available each fiscal year.
4. The approval of applications will be undertaken by the ~~Exterior Property Maintenance Commission~~ Design Review Board.
5. ~~Any approved grant for a property within the Historical Uptown District will require secondary approval by the Design Review Board.~~

Permits.

Work requiring a building, zoning or other permit must be completed by a licensed contractor specializing in the requested improvement for by the property owner.

It is the property owner's responsibility to ensure that any necessary permits are in place and any permit fees are paid before the work begins. It may take up to 15 business days to receive an approved zoning permit. Property owners must apply for permits immediately after receiving a ~~Conditional Approval~~ Decision Letter so that work can be completed within the maximum six-month timeframe.

Hire a Contractor or DIY?

1. Contractors
   In order to work on HIRG funded projects, contractors must be licensed by the State of Ohio and registered with Union County. In addition, they must be experienced in the specific improvement(s).
2. Property Owners
   Work not requiring a license or permit may be completed by the property owner if desired. In these cases, the property owner assumes all the responsibility for the project (e.g. obtaining the proper permits and scheduling inspections). There will be no reimbursement for labor completed by the property owner or for major tool purchases. The reimbursement is for materials only.

HIRG Application and Review Process.

Step 1 – HIRG Application Submittal
The applicant shall submit:

- Completed Home Improvement Reimbursement Grant Application

Step 2 – Project Approval Process

- Application reviewed by City Staff for completeness.
- Once the application is confirmed to be complete it shall be heard by the Design Review Board (DRB) at the next available meeting date for approval, approval with conditions or denial. The applicant shall attend this meeting to discuss the proposed project with the board.
- A Decision Letter will be emailed to applicants following the DRB meeting.

Step 3 – Project Work

- The project shall not be started prior to DRB approval or the application will be denied for reimbursement.
- The work must begin within 60 days from the date of the DRB approval and the work shall be completed within six months. The applicant may request an extension with City Staff if there are circumstances that cause the work to be started after 60 days or the work to be completed later than six months.

Step 4 – Project Completion & Grant Reimbursement

- The applicant shall request reimbursement upon completion of the approved project along with

the following documents.
    - Photos showing completed work
    - Final invoice receipt and proof of payment
- City Staff will conduct a site inspection to confirm that the project has been completed per the approved application.
- Once the staff inspection has passed then reimbursement will be requested by Planning and Zoning staff to the City's Finance Department.
- Once Finance approves the submitted documentation then a reimbursement check will be issued and mailed within approximately 30 days.
- The City Finance Department will issue a Federal 1099 tax form to each Grantee at the end of the year before the IRS deadline. The money will be recorded as a grant.

~~Applicants approved for a grant will receive an approval letter from the Engineering, Planning and Zoning Department within 15 business days of submitting a complete application.~~

~~For projects requiring permits, a Conditional Approval Letter will be sent to the Grantee. At that point, the grantee or their contractor can apply for the necessary permits. Grantees must notify City staff when their permit(s) has been picked up.~~

~~Applicants rejected for the grant will receive a rejection letter form the Engineering, Planning and Zoning Department within 15 business days of submitting an application stating the reason(s) for rejection.~~

~~Each Grantee will receive a Final Approval Letter and a Grant Agreement, which must be signed by the Grantee and the City. Property owners must begin work within 60 days from the date of the Grant Agreement, and the work must be completed within six months.~~

~~Once work has been completed, projects requiring inspection from other agencies (Union County Engineer) must pass a final inspection by an appropriate inspector. Grantees must notify City staff when the final inspection is passed.~~

~~All projects must undergo an inspection by the City of Marysville Engineering, Planning and Zoning Staff to verify the improvements are consistent with the approved work plan.~~

~~If work is found to be incomplete and/or in violation of the zoning, property maintenance or building codes, or if the final project differs significantly from the approved work plan, the property owner will have 30 days to bring the property into compliance (at their owner expense), or risk losing their reimbursement.~~

~~**HIRG Reimbursement Process.**~~

~~If/when the work passes all inspections, property owners must submit "after" photos of the improvements and a Request for Reimbursement Form with receipts and proof of payment (copies/printouts checks or itemized credit or debit card statements) to City Planning and Zoning staff.~~

~~Once a complete reimbursement request is received, a requisition is submitted by the Engineering, Planning and Zoning Department to the City's Finance Department. The Finance Department reviews the request. If all necessary documentation has been submitted, a reimbursement check will be issued and mailed to the property owner within approximately 30 days. The City Finance Department will issue a Federal 1099 tax form to each Grantee at the end of the year before the IRS deadline. The money will be recorded as a grant.~~

~~**Monitoring.**~~

1. Grantee Obligations.

Grantees must continue to own the property for a minimum of two years after their reimbursement check is issued. Unless, unforeseeable circumstances arise and the owner is required to transfer the property.

A lien will be filed by the City on the respective property and released upon the passage of the two year ownership requirement. A recoupment of the grant funds based on a monthly pro-rated basis will be required for a release of a lien due to the transfer of a property in advance of the two year ownership period.

Property owners maintain the subsidized improvements are eligible to apply for another Home Improvement Grant two years after the date of reimbursement.

2. City Records Retention.

A. The City will monitor each property after grant funds are released. Changes in ownership will be tracked through records kept by the Union County Auditor and Recorder.

B. The City will maintain files for approved projects for a minimum for five years and files for denied projects for one year.

Terry Emery

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

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 55 +/- acre parcel of undeveloped real property located in an industrial and commercial park developed by the City and known as 33 Innovation Park, situated in the City of Marysville, Union County, Ohio and being identified as a portion of Permanent Parcel Number 2900230570000 and generally depicted on Exhibit A (the "Property"), which Property was acquired 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 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; 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 attached hereto, is no longer necessary for the public purposes of the City and that the Property is deemed surplus property.

SECTION II. Subject to and upon the approval by Council of all applicable incentive agreements with the Oakhills Properties, LLC, the proposed buyer of the Property ("Buyer"), including

related to any abatements made in connection with the Community Reinvestment Area, and the approval by Council of a proposed Development Agreement to be entered into between the City, Buyer, and potentially the Marysville-Union County Port Authority, Council hereby approves the conveyance of the Property by the CIC for the purpose of providing for the industrial and commercial development in the City, for a purchase price not less than $95,000.00 per acre, on terms substantially consistent with the terms and conditions set out in that certain Purchase Agreement attached hereto as Exhibit B.

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 resolution 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.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

PURCHASE AGREEMENT

Marysville/Union County/Ohio

THIS PURCHASE AGREEMENT (this "**Agreement**") is entered into as of _____, 2025 (the "**Effective Date**") between Buyer and Seller (both of whom may be referred to as a "**party**").

CERTAIN AGREEMENT DETAILS AND DEFINITIONS

Buyer:	Oakhills Properties, LLC
Seller:	Community Improvement Corporation of Union County as Authorized Agent for the City
City	City of Marysville, Ohio
Title Company:	Thomas Szopinski Commercial Title Officer Fidelity National Title National Commercial Services 4400 MacArthur Blvd., Suite 200 Newport Beach, CA 92660 (949) 622-4940 Direct Thomas.Szopinski@fnf.com
Escrow Holder:	Valerie Rapp VP, Senior Advisory Escrow Officer Fidelity National Title National Commercial Services 4400 MacArthur Blvd., Suite 200 Newport Beach, CA 92660 (949) 447-3646 Direct (866) 935-6314 Fax valerie.rapp@fnf.com
Intended Use:	Intended Use means the development and use of the Property as proposed by Buyer and which has been approved by the Seller.
Land:	Real property located at 33 Innovation Park, Marysville, OH, United States 43040, being a portion of Parcel ID No. 2900230570000 described in **Exhibit A** and depicted in **Exhibit B**, which portion of such parcel will be subdivided by Seller from the parent parcel as part of the Subdivision Approval described herein.
Property:	The Land, all improvements located on the Land (if any), all rights or easements benefitting the Land, and any Service Contracts or Tenant Leases which Buyer approves in writing.
Survey:	Buyer will order an **ALTA / NSPS** survey which will include the acreage of the Land which will be used to calculate the final Purchase Price.

Purchase Price:	$5,225,000.00, based on an estimated 55 acres and a purchase price of $95,000.00 per acre. The Purchase Price is subject to adjustment based on the acreage in the Survey.
Deposit:	$250,000.00 (together with any interest earned on such amount), payable by wire transfer of immediately available funds within 10 business days after Escrow Holder has delivered (email is acceptable) to Buyer and Seller a fully executed copy of this Agreement.
Service Contracts:	All service contracts listed on **Exhibit D** relating to Seller's ownership and operation of the Property.
Tenant Leases:	All tenant leases, amendments, and other occupancy or license agreements listed on **Exhibit C**.
Permits:	All permits and other approvals to be issued by the applicable governmental authorities allowing for Buyer's Intended Use of the Land (together with any other related or ancillary uses).
Seller Permits	All permits and other approvals issued by governmental authorities relating to Seller's ownership and operation of the Property.
Due Diligence Package:	☑ Seller has already provided the Due Diligence Package to Buyer. ☐ Seller will provide the Due Diligence Package to Buyer within 3 business days following the Effective Date. The following items to the extent within Seller's actual possession or control comprise the "**Due Diligence Package**": (a) Three years of operating information (preceding 3 full calendar years) and current year to date information, including, without limitation, tax bills, utility bills and insurance bills. (b) Insurance certificates indicating the current level of "All Risk" insurance and commercial general liability insurance that Seller maintains with respect to the Property. (c) Any and all existing environmental reports pertaining to the Property together with listing of on-site Hazardous Materials. (d) Any and all existing geotechnical reports, property condition assessments and any other reports regarding the Property. (e) List of current or pending legal actions and current insurance claims (if applicable). (f) Pending notices of condemnation (if applicable). (g) Any and all governmental licenses, permits and approvals (without limitation, certificates of occupancy). (h) Copies of all leases, license agreements, and/or any occupancy agreements encumbering the Property. In addition, Seller will provide copies of all tenant information such as financial records, payment histories, guarantor information (if applicable), etc.

	(i) Copies of all notices, correspondence, deed notices, memorandum of agreements, remedial action workplans and other documentation sent or issued by any and all governmental authorities having jurisdiction with respect to Hazardous Materials affecting the Property. (j) Soil logs and similar information with respect to the soil condition of the Property. (k) Documentation relating to any underground installations servicing or passing through the Property, any underground structures or utilities which are or may be present at the Property (i.e., any test results, engineering drawings, permits or tank registrations). If any documents comprising the Due Diligence Package only later come into Seller's possession or control, Seller will promptly deliver such materials to Buyer.
Due Diligence Period:	☑ Yes - if "yes", then: "**Due Diligence Period**" means the period commencing on the Effective Date and ending at 6:00 p.m. Local Time on the date that is 150 days thereafter. "**Approval Notice**" means notice from Buyer to Seller and Escrow Holder confirming that Buyer intends to proceed with the acquisition of the Property. ☐ No - if "no", then the following line ("**Extension of Due Diligence Period**") and **Section 5.4** (Approval Notice) are hereby deleted.
Extension of Due Diligence Period:	Buyer will have 1 option to extend the Due Diligence Period for 30 days by (i) sending Seller notice prior to the expiration of the Due Diligence Period and (ii) delivering $20,000.00 ("**Extension Deposit**") to Escrow Holder within 10 business days of Buyer's notice.
Title Review Period:	☑ Yes - if "yes", then: **"Title Review Period"** means the period commencing on the date Buyer received the Title Report and ending at 6:00 p.m. Local Time on the date that is the last day of the Due Diligence Period. **"Title Report"** means a report ordered by Buyer showing all documents recorded in the land registry affecting the Property. **"Amended Report"** means a supplement or amendment to the Title Report. **"Disapproved Matter"** means any title exceptions shown on the Title Report or the Survey that are objectionable to Buyer, in Buyer's sole discretion. **"Permitted Exceptions"** means the lien of any real estate taxes or assessments not yet due, provided the same are prorated in accordance with this Agreement, and any matter set forth in the Title Report, any Amended Report, or the Survey that is not a Disapproved Matter (excluding the Existing Liens).

	"Title Notice" means notice from Buyer to Seller setting forth any Disapproved Matters. ☐ No - if "no", then **Section 4** (Title) is hereby deleted.
Title Policy to be Obtained by Buyer:	☑ Yes - if "yes", then: **"Title Policy"** means an ALTA Title Policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Land (and any improvements thereon) in Buyer, subject only to the Permitted Exceptions and including all endorsements required by Buyer. ☐ No
Closing Date:	The date that is 30 days after the later of (i) delivery of Buyer's Approval Notice and (ii) the Zoning Deadline, and which is subject to the Buyer's Closing conditions set forth in **Section 7** of this Agreement or such earlier date as Buyer elects upon at least 10 business days' prior notice to Seller.
Closing Process:	☑ Escrow-style (through the offices of the Escrow Holder) ☐ In-person at the office of the Escrow Holder ☐ Other: _____
Closing Costs:	Buyer will pay (a) 50% of the escrow fee charged by Escrow Holder; (b) the cost of any of its examinations and inspections and audits of the Property (including the Survey); and (c) any other recording fees for the Deed (as defined in this Agreement). Seller will pay (i) all documentary and other transfer taxes payable in connection with the recordation of the Deed and any stamp duty taxes in connection with the transfer of Tenant Leases; (ii) 50% of the escrow fee charged by Escrow Holder; (iii) the cost of the premium applicable to the Title Policy, together with endorsements or other fees or expenses required to insure over or delete any Disapproved Matters required to be corrected by Seller under this Agreement; (iv) the Commissions (as indicated below); and (v) the recording fees for the releases or the release of other matters not constituting Permitted Exceptions, and any other documents contemplated by this Agreement. All other closing costs not specifically set forth in this Agreement will be paid by the parties as is customary in the jurisdiction in which the Property is located. Seller and Buyer will each pay their respective (x) legal fees and expenses, (y) share of prorations (as provided below), and (z) cost of all opinions, certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by it under this Agreement and the cost of all its performances under this Agreement.
Closing Deliveries - Seller:	(Check all that are applicable to this transaction)

	☐ General Warranty Deed ☑ Limited Warranty Deed ☐ Other conveyance instrument (_____) ☑ Non-Foreign Certification ☑ Evidence reasonably satisfactory to Title Company that all necessary authorizations for this transaction have been obtained by Seller, and such other documents and instruments, payments, indemnities, releases and agreements (including, without limitation, an ALTA owner's affidavit) as may be reasonably requested by Escrow Holder or Title Company in order to issue the Title Policy and consummate the transaction contemplated by this Agreement ☑ releases of the Existing Liens, if any, satisfactory to Buyer and Title Company ☑ to the extent not previously delivered to Buyer and within the possession or control of Seller or its Affiliates, originals of all items within the Due Diligence Package (including originals of all Tenant Leases (if any), Service Contracts, permits, licenses and other governmental authorizations, and copies of all tenant correspondence and billing files and records) ☑ a Closing Statement signed or initialed by Seller ☑ Assignment and Assumption of Tenant Leases / Service Contracts ☐ Assignment of Existing Warranties ☐ Bill of Sale ☐ All keys and all existing records in Seller's possession or control relating to the Property ☑ for Tenant Leases and/or Service Contracts that are being assigned, duly executed letters notifying tenants and vendors of the sale of the Property ☐ An updated rent roll ☐ Original letters of credit/bank guarantees ☑ Estoppel certificates from tenants (see Section 6.3(c)) ☑ Evidence of the termination of all management and leasing agreements, and all Tenant Leases and Service Contracts that Buyer is not assuming, such that after Closing, the Property will not be encumbered by, and Buyer will have no obligation under, any such terminated agreements. ☑ If the Property is subject to a declaration of covenants, conditions and restrictions or similar instrument, an estoppel certificate from the governing entity under such instrument. ☑ evidence of assignment of all Seller Permits required by the Buyer save where the same do not run with the Property ☑ Construction Access and Easement Agreement ☑ Right of First Refusal and Pre-Construction Option Agreement

	☑ Access Easement
Closing Deliveries - Buyer	☑ the Closing Payment by wire transfer of immediately available federal funds ☑ Assignment and Assumption of Tenant Leases / Service Contracts ☑ evidence reasonably satisfactory to Title Company that all necessary authorizations for this transaction have been obtained by Buyer, and such other documents and instruments as may be reasonably requested by Escrow Holder or Title Company in order to consummate the transaction contemplated by this Agreement and issue the Title Policy ☑ the Closing Statement ☑ Construction Access and Easement Agreement ☑ Right of First Refusal and Pre-Construction Option Agreement ☑ Access Easement
Governing Law:	This Agreement will be governed by the laws of the State of Ohio, excluding any conflicts of laws principles.
Forum for Dispute Resolution:	Exclusively in the State and Federal Courts of Union County, Ohio.
Notice Addresses:	Seller: CIC of Union County Attn: Eric Phillips 227 East Fifth Street Marysville, Ohio 43040 E: ephillips@unioncounty.org Buyer: Morgan, Lewis & Bockius LLP Attn: Jeannine T. Bishop 2222 Market Street Philadelphia, PA 19103 E: jeannine.bishop@morganlewis.com With a copy to: City of Marysville, Ohio Attn: Tim Aslaner, Esq., Law Director 209 S. Main Street Marysville, Ohio 43040 E: taslaner@marysvilleohio.org
Seller Broker:	Name(s): Company: Lee & Associates Commission paid by: ☑ Seller ☐ Buyer
Buyer Broker:	Name: Company: CBRE Commission of 3% of the Purchase Price paid by: ☑ Seller ☐ Buyer

NDA:	Nondisclosure Agreement, dated September 10, 2021 by Eric Phillips and Nondisclosure Agreement, dated October 5, 2023 by Terry Emery, City Manager of the City.
Exhibits:	Exhibit A Description of Land Exhibit B Depiction of Land Exhibit C Tenant Leases Exhibit D Service Contracts Exhibit E General Locations of the Access Easement Property and the Construction Access Area Exhibit F Form of Right of First Refusal and Pre-Construction Option Agreement

1. Additional Definitions.

1.1. **"Access Easement"** means an access easement to be agreed upon by Buyer and Seller (or the City, as applicable) prior to the expiration of the Due Diligence Period which (i) is on a form prepared by Buyer, (ii) is executed and acknowledged by Buyer and Seller (and/or the City, if applicable), (iii) to be recorded by the Title Company concurrently with Closing, and (iv) provides perpetual free and uninterrupted pedestrian and vehicular ingress and egress to and from the Property, through the Access Easement Property.

1.2. "**Access Easement Property**" means collectively the 3 separate and distinct areas of real property that are generally in the locations and within the areas depicted in green and identified as Easements A, B, and C on **Exhibit E** attached hereto that are subject to the Access Easement, and which exact locations and areas will be agreed to by Buyer and Seller (and/or the City, if applicable) prior to the expiration of the Due Diligence Period.

1.3. **"Affiliate"** or **"Affiliates"** means, as to Buyer, (i) an entity controlling, controlled by, or is under common control with a party, (ii) any entity resulting from the merger or consolidation of or with a party or an affiliate thereof, (iii) any person or entity that acquires all (or substantially all) of the assets of a party, or an affiliate thereof, or (iv) any successor of a party, or an affiliate thereof, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or asset.

1.4. **"Assignment and Assumption"** means an agreement to be drafted by Buyer's counsel covering any Tenant Leases and Service Contracts to be assigned under this Agreement.

1.5. **"Business Day"** or **"business day"** means any day other than a Saturday, Sunday or federal or state holiday in the State of Ohio.

1.6. **"Closing"** means the consummation of this transaction as of the Closing Date.

1.7. **"Closing Payment**" means the Purchase Price as adjusted by the Closing Costs, prorations and credits specified in this Agreement.

1.8. **"Closing Statement"** means a statement to be prepared by Escrow Holder and approved by Buyer.

1.9. **"Construction Access and Easement Agreement"** means a Construction Access and Easement Agreement to be agreed upon by Buyer and Seller (and/or the City, as applicable) prior to the expiration of the Due Diligence Period which (i) is on a form prepared by Buyer, (ii) is executed and acknowledged by Buyer and Seller (and/or the City, if applicable), (iii) provides Buyer and its agents access to the Construction Access Area to (a) park vehicles and trailers, (b) laydown construction materials, including, without limitation, gravel, and (c) permit Buyer and its agents and/or utility companies to perform any necessary due diligence, including, without limitation, invasive studies, and (iv) is located within the Construction Access Area. Additionally, the Construction Access and Easement Agreement will provide that during its term, the Construction Access Area will not be encumbered by any tenant leases, or other occupancy or license agreements.

1.10. **"Construction Access Area"** means the portion of the real property subject to the Construction Access and Easement Agreement that is generally in the location and within the area depicted in blue and identified as Construction Laydown Area on **Exhibit E** attached hereto, provided the Construction Laydown Area shall provide for a setback area from the right-of-way of US Route 33, and which exact location and area will be agreed to by Buyer and Seller (and/or the City, if applicable) prior to the expiration of the Due Diligence Period.

1.11. **"Construction Commencement Date"** means the date Buyer or its permitted assignee commences construction of the foundations for the planned building improvements on the Property for the Intended Use.

1.12. **"Contamination"** means any pollutants, contaminants, Waste, toxic substances or Hazardous Materials at, on, under or released to or from any part of the Land (including groundwater).

1.13. **"Deed"** means a duly executed and acknowledged limited warranty deed (or similar conveyance document as applicable in the State or Country where the Land is located) covering the Land to be drafted by Buyer's counsel.

1.14. **"Environmental Law"** means any and all national, regional, federal and local laws (including common law, statute law, civil, criminal and administrative law) which are in force and binding including any and all binding directives, guidance notes, circulars, regulations and codes of practice made or issued under or pursuant to any such laws, and any and all judicial and administrative interpretation of each of the foregoing relating to (i) the protection, improvement, preservation or pollution of the environment, (ii) the protection of human health or safety (including occupational health and safety) or welfare, (iii) releases or threatened releases of any contaminant, (iv) the manufacture, handling, transport, use, treatment, storage, release, spillage or disposal, including the arrangement for disposal, of Hazardous Materials, (v) disposal or recycling of Waste, and (vi) the creation or existence of any noise, vibration, odor, radiation, common law, statutory or equivalent concept of nuisance or other adverse impact on the environment.

1.15. **"Existing Liens"** means all monetary liens affecting the Property and all indebtedness secured by any such lien.

1.16. **"Fair Market Value"** means the prevailing market value for the sale/purchase of the Property taking into account all relevant factors including, but not limited to, any pre-construction work on the Property performed or paid for by Buyer, and any increased service or capacity of utilities to the Property obtained by or for Buyer, as determined by an appraiser selected by Buyer.

1.17. **"Hazardous Material(s)"** means any natural or artificial hazardous, toxic or dangerous substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended, or any other laws, or any substance which , alone or in combination with others, is capable of causing harm to the environment or is likely to cause an actionable nuisance, or which are classified or considered to be contaminants, toxic, pollutants, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or regulated under the laws of the State of Ohio, any Waste, or any substance which contains gasoline, diesel fuel or

other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead.

1.18. "**Incentive Agreements"** means agreements on tax abatements, concessions and/or other tax incentive arrangements from governments and/or agencies with jurisdiction over the Property, on forms acceptable to Buyer.

1.19. **"Local Time"** means local time in Seattle, Washington, USA.

1.20. **"Material Event"** means either of the following: (x) a casualty resulting in damage to the Property if the cost to restore the Property is estimated to exceed $100,000.00; or (y) a taking or condemnation which materially interferes with Buyer's use of the Property or results in an award estimated to exceed $100,000.00.

1.21. **"Tenant Notice"** means a notice(s) to the tenant(s), licensees, or other occupants of the Property, in a form reasonably acceptable to Buyer.

1.22. **"Waste"** means any natural or artificial substance, material or product that the producer or other person in possession of it discards or intends or is required to discard or which is in the relevant circumstances otherwise identified, prescribed, controlled or regulated as a waste under Environmental Law.

1.23. "**Zoning Confirmation**" means confirmation from the applicable government authority having jurisdiction over the Property that all portions of the Property are in Zoning District (M/I) Manufacturing/Industrial and (a) Buyer's Intended Use is an allowable use as of right, or (b) if not an allowable use as of right, Seller has obtained the necessary zoning entitlements (i.e., zoning amendment, variance, permit, etc.) that will allow Buyer's Intended Use on the Property in accordance with Buyer's specifications and all applicable appeals periods have lapsed.

1.24. "**Zoning Deadline**" means January 31, 2025.

2. **Purchase and Sale**. Seller will sell to Buyer, and Buyer will purchase from Seller, the Property, in accordance with this Agreement.

3. **Deposit.** The Deposit (and any Extension Deposit) will be held and disbursed by Escrow Holder in accordance with the terms of this Agreement, and will be credited against the Purchase Price. If Buyer is entitled to a refund of the Deposit (or any Extension Deposit), $100.00 of the Deposit will be paid to Seller as consideration for entering into this Agreement and for the rights granted to Buyer under this Agreement. All Deposits (including any Extension Deposit, if applicable) will be held and disbursed by Escrow Holder in accordance with the terms of this Agreement, and will be nonrefundable to Buyer except as otherwise expressly provided in this Agreement. Any and all interest earned on any Deposit (including Extension Deposits, if applicable) will inure to the benefit of Buyer.

4. **Title.** Buyer will order the Title Report and will send Seller its Title Notice prior to the expiration of the Title Review Period. Seller will, no later than 6:00 p.m. Local Time on the date that is 5 business days after Seller's receipt of the Title Notice, notify Buyer and Escrow Holder that: (a) Seller will correct the Disapproved Matter at or before the Closing at Seller's sole cost or

(b) Seller will not correct the Disapproved Matter. If Seller does not timely respond, Seller will be deemed to have elected option (b). If Seller will not correct the Disapproved Matters, Buyer may elect by notice to Seller and Escrow Holder to either: (i) terminate this Agreement or (ii) accept title to the Property subject to such Disapproved Matters which will become Permitted Exceptions. If this Agreement is terminated under this **Section**, Escrow Holder will immediately disburse the Deposit to Buyer and neither party will have any further obligations, except those that expressly survive. All Existing Liens will be deemed Disapproved Matters under this Agreement without the need for inclusion in the Title Notice. If the Title Company issues an Amended Report, Buyer will have 10 business days from the date of Buyer's receipt of copies of all documents referred to in the Amended Report to object in writing to Seller as to any Disapproved Matters in such Amended Report, and Seller will have 5 business days respond as set forth above. The Closing Date is subject to extension at Buyer's election for completion of the review processes set forth in this **Section 4**.

5. Inspections.

5.1. Inspections. From the Effective Date through the Closing Date, Seller will cooperate with and will cause the City to provide Buyer and its agents access to the Property to perform, at its expense, its due diligence and inspections of all matters pertaining to the Property, including the performance of such tests and studies, all as determined by Buyer in its sole discretion. Seller acknowledges that Buyer and its agents' due diligence activities may result in generation of investigation-derived wastes, such as soil cuttings and/or purged groundwater, from geotechnical or environmental investigation activities. Seller agrees to allow any investigation-derived wastes to be staged on-site in proper container (e.g., 55-gallon drum) pending waste characterization. Seller also agrees to sign any manifest documents which may be required for the transport and off-site disposal of investigation-derived waste, if necessary. Buyer will indemnify, defend and hold Seller harmless from and against any actual damages arising from any property damage or personal injury to the extent caused by Buyer in connection with its inspections of the Property. Buyer's obligations will not apply to any damages (including diminution in value) arising out of the discovery or exacerbation of any preexisting conditions. Buyer's indemnification obligation set forth above in this **Section 5.1** will survive the termination of this Agreement for a period of one (1) year from the date of such termination.

5.2. Insurance. Buyer will carry, or cause its contractors or consultants to carry, commercial general liability and worker's compensation insurance for all of its employees working at the Property in accordance with the laws of the State of Ohio. Each party waives its right against the other for any of, or damage to, the waiving party's property (including any right to recover any deductibles or self-insured retentions), to the extent the loss or damage is or would be covered by the insurance required above, except to the extent the loss or damage arises from the gross negligence or willful misconduct of the non-waiving party (or anyone acting under or on behalf of the non-waiving party). Each party will cause its insurance company to waive any subrogation rights for property damage.

5.3. Crop Damage. Within 3 days after Buyer's inspections of the Property, Seller will deliver written notice describing any crop damage arising in connection with Buyer's inspections of the Property, including a statement of the damage, the cost of the damage and supporting documentation relating thereto. Failure to provide timely written notice pursuant to this Section will waive any claim arising from Buyer's inspections of the Property. At or prior to the Closing or the earlier termination of this Agreement, Buyer will pay to Seller as compensation to the tenant(s) under

the Tenant Leases for any crop damage or loss of crops which arising in connection with Buyer's inspections of the Property. Buyer's reimbursement for any crop damage will be limited to the actual cost of the crop damage, as reasonably determined by Seller and set forth in Seller's written notice of the damage and as reasonably approved by Buyer, and will in no event exceed $1,000.00 per damaged acre in the aggregate.

5.4. Approval Notice. If Buyer elects to move forward with this transaction, then Buyer will send Seller and Escrow Holder its Approval Notice prior to the expiration of the Due Diligence Period. Upon Buyer's delivery of such Approval Notice, the Deposit and Extension Deposit will become nonrefundable unless (a) Seller defaults under this Agreement, (b) one of Buyer's conditions to Closing is not satisfied or waived, or (c) any other event occurs that entitles Buyer to the Deposit and the Extension Deposit under this Agreement. If Buyer does not send a timely Approval Notice, this Agreement and all obligations of the parties (except those that expressly survive) will automatically terminate at the end of the Due Diligence Period and Escrow Holder will immediately return the Deposit (excluding any Extension Deposit) to Buyer.

6. Representations and Warranties; Certain Covenants.

6.1. Representations and Warranties of Seller. Seller represents and warrants the following to Buyer as of the Effective Date (which representations and warranties will be deemed re-affirmed as of the Closing Date): (a) as of the Effective Date, the City is the sole legal owner of the Property and as of the Closing Date, Seller shall be the sole legal owner of the Property; (b) Seller is duly organized and in good standing in the State of Ohio; (c) all documents executed by Seller and the City are duly authorized and binding upon Seller and the City, as applicable; (d) Seller and the City have obtained all consents and permissions related to the transactions contemplated by this Agreement, and required under any covenant, agreement, encumbrance, or laws; (e) no insolvency proceeding affects Seller; (f) all governmental authorizations required in connection with the Property are in full force and free from violation; (g) the Property and the operation thereof complies with applicable laws and any agreements affecting the Property; (h) there are no unsatisfied requests for repairs or improvements; (i) except as to those liens of record with respect to the Property which will be released on or before the Closing Date and the Permitted Exceptions, there exists no encumbrance or adverse claim with respect to the Property; (j) Seller and the City are not in default in respect of any of its obligations or liabilities pertaining to the Property; (k) the Due Diligence Package is correct and complete in all material respects; (l) no third party has any right of first refusal, offer or option to purchase the Property; (m) there are no proceedings pending or threatened against or affecting Seller or the City or any portion of the Property; (n) there are (and have been) no Hazardous Materials or adverse environmental conditions existing at, on, in, under or near, or emanating from the Property that could give rise to an action, duty or liability under any law, rule, ordinance, or common law theory; (o) there are no underground tanks/wells, landfills or mold on or under the Property; and (p) Seller has delivered (or caused to be delivered) to Buyer correct and complete copies all information respecting the Property within its and the City's possession or control.

6.2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that (a) Buyer is duly organized in the State of its organization; (b) all documents to be executed by Buyer under this Agreement are duly authorized and binding upon Buyer; and (c) no insolvency or other similar proceeding has occurred with respect to Buyer.

6.3. Covenants of Seller.

(a) From the Effective Date and through the Closing Date (or the earlier termination of this Agreement), Seller will (or, where applicable, will cause the City to):

(i) Maintain the Property (including commercially reasonable liability and property insurance thereon) in the same manner as prior to the Effective Date and pursuant to its normal course of business;

(ii) Not make any alterations to the Property;

(iii) Not agree to any zoning changes to the Property except for the Zoning Confirmation;

(iv) Diligently pursue the Subdivision Approval (defined below);

(v) Not enter into any new (or modify any existing) leases or agreements with respect to the Property without Buyer's consent; and

(vi) Cooperate with Buyer at no out-of-pocket cost to Seller in connection with (A) Buyer's inspection activities relating to the Property, (B) Buyer's pursuit of permits and approvals from various government authorities in connection with Buyer's development plans, (C) Buyer's efforts to secure any other third-party approvals in connection with Buyer's acquisition and development of the Land, (D) Buyer's (or its utility providers') acquisition of easements from adjacent third party property owners (to the extent possible), and (E) Buyer's efforts to obtain the Incentive Agreements. The foregoing covenant to cooperate includes timely signing any and all documents and applications or other materials in connection therewith. Notwithstanding the foregoing, Buyer agrees that any failure of any approving jurisdiction, including the City, to approve any Incentive Agreement sought by Buyer shall not be deemed to be a default by Seller of its covenant set forth in this **subsection 6.3(vi)**.

(b) Prior to Closing, Seller will, at its sole cost and expense, remove all trash and debris, together with all personal property from the Land (collectively, "**Items to be Removed**"). If Seller does not remove the Items to be Removed pursuant to the terms of this Agreement, then Buyer will have the unrestricted right to remove Items to be Removed and dispose of it as Buyer determines in its sole discretion. If Buyer removes any Items to be Removed, then Seller will promptly reimburse Buyer any costs and expenses incurred by Buyer in the removal and disposition of the Items to be Removed. This **Section 6.3(b)** will survive the Closing.

(c) As of Closing, Seller, at its expense, will terminate all Service Contracts and Tenant Leases other than those which Buyer requests in writing to be assigned. For any Tenant Leases so terminated, Seller will cause the tenant under the relevant Tenant Lease to vacate the Property prior to Closing. Seller's failure to timely perform its obligation under this **Section 6.3(c)** will constitute a material default under this Agreement. If there are any Tenant Leases which Buyer approves, Seller will obtain estoppel certificates from the

tenants, in a form approved by Buyer, and deliver the same to Buyer prior to Closing. Estoppel certificates required under this Agreement (i) must be dated not more than thirty (30) days prior to the Closing Date; (ii) must not state any fact materially inconsistent with the Tenant Lease or the rent roll and lease summary delivered to Buyer under this Agreement; and (iii) must not allege any default by the landlord or the tenant under the Tenant Lease.

(d) During the Due Diligence Period, Seller will negotiate in good faith with Buyer the forms of the Access Easement and the Construction Access and Easement Agreement, including the final locations and areas of the Access Easement Property and the Construction Access Area. Buyer will provide Seller with a draft layout plan for the Construction Access Area.

7. Buyer's Conditions to Closing. Buyer's obligation to close under this Agreement is conditioned on (a) Seller's performance of every agreement to be performed by Seller under this Agreement (including, without limitation, the faithful execution by Seller of Seller's Covenants set forth in **Section 6.3** above), (b) Buyer's receipt of Permits issued by the applicable governmental authorities allowing for Buyer's Intended Use of the Land without extraordinary costs or conditions impacting Buyer's proposed development, (c) confirmation by Buyer that there is suitable power for Buyer's proposed development of the Property, as determined in Buyer's discretion, (d) the completion of the Zoning Confirmation, (e) the completion of the Subdivision, (f) the removal, by Seller and at Seller's sole cost, of all Existing Liens, (g) the issuance to Buyer of a Title Policy acceptable to Buyer, (h) Seller having delivered to Escrow Holder the "Closing Deliveries – Seller", including, without limitation, the Access Easement and the Construction Access and Easement Agreement, (i) Seller is the sole legal owner of the Property, and (j) confirmation by Buyer of the receipt of the fully executed Incentive Agreements. If any condition specified in this Agreement is not satisfied on the Closing Date, Buyer may, in its sole discretion, (x) waive such condition in writing and proceed to Closing; (y) terminate this Agreement by delivering notice to Seller and Escrow Holder, in which event Escrow Holder will immediately return the Deposit and the Extension Deposit (if any) to Buyer, and thereafter neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement; provided that if the failure of the condition is due to Seller's breach of any representation or warranty or any default under this Agreement, this sentence will not preclude Buyer from exercising any of its remedies under **Section 26**, below; or (z) extend the Closing Date until 10 business days after such condition is satisfied to Buyer's satisfaction. In the event of a conflict between this **Section 7** and any other provision of this Agreement, this **Section 7** will govern.

8. Closing.

8.1. Closing Date; Location. Subject to **Section 7** of this Agreement, the Closing will occur on the Closing Date in accordance with the Closing Process.

8.2. Closing Deliveries. At least 1 business day before the Closing Date, Buyer will deliver to Escrow Holder the Closing Deliveries - Buyer and Seller will deliver to Escrow Holder the Closing Deliveries - Seller.

8.3. Actions by Escrow Holder. On the Closing Date, Escrow Holder will:

(i) Record the Deed (together with any other documents required to be recorded in the order approved by Buyer);

(ii) Deliver any amounts due to third parties (e.g., the holders of the Existing Liens) under the Closing Statement in accordance with the respective instructions from such third parties;

(iii) Wire the amount due Seller under the Closing Statement in accordance with wiring instructions from Seller;

(iv) Deliver to Seller and Buyer fully-executed originals of all the applicable documents;

(v) Cause Title Company to issue the Title Policy (with an effective date that is the same as the date and time of the recordation of the Deed) and deliver the Title Policy to Buyer as soon as reasonably practicable thereafter; and

(vi) File all information returns as may be required by applicable law (e.g., Section 6045 of the Internal Revenue Code) and take all other related reporting actions.

8.4. Prorations. All proratable expenses and income related to the Property will be prorated as of the Closing Date, with Buyer responsible as of the Closing Date. If the Closing Date is to occur less than 15 business days before the next tax bill is due, Seller will pay the bill and Buyer will reimburse Seller for its prorated portion at Closing. Escrow Holder will base the prorations on a written statement approved by Buyer and Seller prior to the Closing Date. If any prorations are incorrect (or if additional information becomes available after Closing), the parties will promptly (no later than 90 days after the Closing Date or, for taxes, 30 days after proration information is available) adjust the payments. This **Section 8.4** will survive the Closing.

9. Brokers. Except for the Broker(s), each party represents that it has dealt with no broker, agent or other person in connection with this transaction or any related transaction with Buyer and Seller.

10. Exclusivity. From the Effective Date until the Closing or earlier termination of this Agreement, Seller on behalf of itself and its representatives, directors, officers, employees, agents or advisors, agrees not to (and, where applicable, will cause the City not to):

(a) market all or any portion of the Property or advertise it for sale or lease or confirm it is for sale or lease in the event of an inquiry;

(b) seek or invite or respond positively to any offers for, or seek any interest in the sale or lease of all or any portion of the Property;

(c) send a contract for the sale or lease of all or any portion of the Property or any information related to thereto (including diligence materials) to any party other than Buyer or Buyer's attorneys;

(d) negotiate or enter into any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property with any person or entity other than Buyer; or

(e) allow any party other than the Buyer or the Buyer's representatives to inspect, test or obtain a survey or valuation of all or any portion of the Property.

11. Destruction/Condemnation of Property. If any portion of the Property is damaged by any casualty or is the subject of a taking by a governmental authority after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair any damage caused, but the following will apply at the Closing: (a) if there is a casualty, Buyer will receive a credit against the Purchase Price at Closing for the reasonably estimated cost to restore the Property to its condition immediately prior to such casualty; and (b) if there is a taking, Seller will assign to Buyer its rights to any proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty or taking is a Material Event, Buyer may elect to terminate this Agreement by notice to Seller on or before the Closing Date, and any Deposit and Extension Deposit (if any) will be returned to Buyer and the parties will have no further liability or obligation under this Agreement.

12. Indemnification Obligations. Seller will protect, defend, indemnify and hold Buyer and the Property harmless from and against: (a) any claims relating to the Property and arising or accruing prior to Closing, including, without limitation, any claim arising or accruing under any Service Contract, Permitted Exception, Tenant Lease or other agreement affecting the Property (including claims from any broker claiming by, through, or under Seller); and/or (b) any claim that results from any breach or default by Seller under this Agreement. If the Closing occurs, Buyer will protect, defend, indemnify and hold Seller harmless from and against any claim relating to the Property and first arising or accruing after the Closing, including any claim first arising or accruing after the Closing under any Permitted Exception, Tenant Lease or Service Contract assumed by Buyer under the Assignment and Assumption (except to the extent such claim results from a fact or circumstance that is inconsistent with the representations and warranties of Seller in connection with this Agreement or any document executed by Seller pursuant to this Agreement, or constitutes or results from a breach by Seller or a matter which is the responsibility of Seller under this Agreement or any document executed by Seller pursuant to this Agreement).

Without affecting the generality of Seller's indemnity under this **Section 12** above, Seller will protect, defend, indemnify and hold Buyer and the Land harmless from and against any claims, liabilities, duties, obligations, costs and/or expenses arising in relation to or in connection with any Hazardous Materials at, in, on, or under any part of the Land, or which migrated, escaped or were released from the Land, at any time before the Closing Date.

This **Section 12** will survive Closing or earlier termination of this Agreement.

13. Successors and Assigns. Seller may not transfer its rights or obligations under this Agreement without (i) Buyer's consent, (ii) the assumption by transferee of Seller's obligations under this Agreement, and (iii) the joint and several liability of initial Seller for all of Seller's obligations under this Agreement. Buyer may transfer its rights or obligations under this Agreement prior to the Closing Date without Seller's consent only if (a) the assignee is an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Buyer's assets or any similar transaction (an "**Affiliate Transfer**") and (b) there is no change to the Intended Use of the Property as a result of such Affiliate Transfer; and upon such Affiliate Transfer, the assignor Buyer shall be released from any further liabilities or obligations hereunder. Any other transfer or assignment by Buyer of its rights or obligations under this Agreement prior to the Closing Date is subject to Seller's prior written consent, and upon such assignment, the assignor Buyer shall be released

from any further liabilities or obligations hereunder. In the event a proposed Affiliate Transfer or any such other transfer to a non-Affiliate would result in a change to the Intended Use, and consent to such transfer is withheld by Seller, Buyer may, in its sole discretion, terminate this Agreement by delivering notice to Seller and Escrow Holder, in which event Escrow Holder will immediately return the Deposit and the Extension Deposit (if any) to Buyer, and thereafter neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. Subject to the foregoing, this Agreement and the terms and provisions of this **Section 13** will inure to the benefit of and be binding upon the successors and assigns of the parties.

14. **Notices.** All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth at the beginning of this Agreement and will be delivered: (a) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (b) by a nationally recognized overnight delivery service providing proof of delivery, or (c) by email delivery, if sent on a business day between the hours of 7:00 a.m. and 6:00 p.m. Local Time; provided within one (1) business day after the sending of such notice by email delivery a follow-up copy of such notice shall also be sent pursuant to either clause (a) or (b) above. Notices will be effective (i) in the case of registered or certified mail, on the date that is earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the United States Post Office, (ii) if by nationally recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid, and (iii) if by email delivery, on the date of delivery, provided that the email is sent on a business day during the hours stated above. Either party may by notice given aforesaid change its address for all subsequent notices. Notice will be deemed given upon delivery or when delivery is refused.

15. **Confidentiality.** This Agreement is subject to the NDA. Seller and the City agree and acknowledge that the existence and terms of this Agreement and all information relating to Buyer's acquisition, future use or development of the Property will constitute "**Confidential Information**", whether or not such information is available in the public domain, and Seller and the City will not, and each will instruct its representatives, brokers, developers, contractors, subcontractors, agents and consultants (each, a "**Representative**") to not, nor will Seller or the City consent to disclosure, and will instruct and direct any Representative to not consent to disclose or disclose, any Confidential Information in violation of the NDA or this Section except (a) as is required pursuant to Governing Law, including the Ohio Public Records and Open Meeting Act, (b) with Buyer's prior written approval, as may be reasonably required to effect the transaction contemplated by this Agreement or, with respect to Seller, to enforce Seller's rights hereunder, or under any other related agreement with Buyer, or (c) except to the extent Seller or the City is acting within the scope of typical municipal processes, including approval of the key terms of this Agreement in a public meeting held by Seller or the City, as applicable. Seller and the City agree and acknowledge that the exclusion in Section 2(i) of the NDA does not apply to the aforesaid Confidential Information. Seller and the City each agree it will not make any public statement or announcement regarding the transaction described in this Agreement, either prior to or after the Closing, in violation of the NDA and this Section without the prior written approval of Buyer or as required pursuant to Governing Law, except as may be reasonably required to effect the transaction contemplated by this Agreement or, with respect to Seller, to enforce Seller's rights

hereunder, or under any other related agreement with Buyer. This **Section 15** will survive Closing or earlier termination of this Agreement.

16. Further Assurances. Each party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions described in this Agreement. After the Closing, Seller and Buyer will use commercially reasonable efforts (at no cost or expense to such party, other than any de minimis cost or expense or any cost or expense which the requesting party agrees in writing to reimburse) to further effect the transactions contemplated in this Agreement.

17. Matters of Construction.

17.1. Entire Agreement. This Agreement and the NDA (as applicable) contain the entire agreement between the parties respecting the matters set forth in this Agreement and together supersede all prior agreements between the parties hereto respecting such matters. The Certain Agreement Details and Definitions, and the exhibits attached hereto, are incorporated into this Agreement as if fully set forth in (and will be deemed a part of) this Agreement.

17.2. Severability. If any term or provision of this Agreement (or the application the term or provision) to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

17.3. Interpretation. Words used in the singular will include the plural, and vice versa, and any gender will be deemed to include the other. Whenever the words "including", "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only, and will not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement. In the event of a conflict between this Agreement and any Exhibit, the terms of this will control. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties; and (c) will not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of this Agreement is to not to be resolved against Seller or Buyer, but will be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested by this Agreement.

17.4. No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations under this Agreement, but any such waiver will be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition will be deemed waived by the Closing). No such waiver will reduce the rights or remedies of a party by reason of any breach by the other party under this Agreement. Waiver by one party of the performance of any covenant, condition or promise of the other party will not invalidate this Agreement, nor will it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such

other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party will operate as a waiver of default or modification of this Agreement or will prevent the exercise of any right by such party while the other party continues to be so in default.

17.5. Consents and Approvals. Except as otherwise expressly provided in this Agreement, any approval or consent provided to be given by a party under this Agreement may be given or withheld in the sole and absolute discretion of such party.

18. Disputes. This Agreement will be governed by the Governing Law, excluding any conflicts of laws principles. Any dispute relating to this Agreement will be resolved in the Forum for Dispute Resolution. Each of the parties irrevocably submits to the Forum for Dispute Resolution for such disputes and waives all defenses of lack of personal jurisdiction and forum non-conveniens.

19. Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy or benefit by reason of any provision of this Agreement.

20. Amendments. This Agreement may only be amended by written agreement signed by both parties.

21. Escrow Holder. Escrow Holder accepts its designation as Escrow Holder under this Agreement and agrees to hold and disburse the Deposit (and Extension Deposit(s), if applicable) as provided in this Agreement without further instruction from either party. The terms of this Agreement are the parties' joint instructions to the Escrow Holder to consummate the purchase in accordance with the terms and provisions of this Agreement. The provisions of this Section will survive the Closing or earlier termination of this Agreement.

22. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

23. Counterparts. Each party may deliver executed signature pages to this Agreement by electronic means to the other (e.g., PDF and DocuSign), and the electronic copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together comprise the same Agreement.

24. Anti-Corruption. Seller has not, will not, and will ensure others operating on its behalf will not, pay bribes or illegal or improper payments, gifts or anything of value, solicitations, or demands to anyone in any way related to this Agreement or the Property including any Buyer employee or an employee of its parent company or any consultant recommended by Buyer. Seller will maintain accurate and complete books and records concerning payments to third parties under or in relation to this Agreement. Buyer and its designated representative may inspect Seller's books and records to verify compliance with this **Section**. Seller will notify Buyer promptly: (1) of any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in any way related to this Agreement or the Property; and (2) if Seller (or a third party operating on its behalf) is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's

request or with such officials' assent or acquiescence). Buyer may immediately terminate or suspend performance under this Agreement if Seller breaches its obligations under this **Section**.

25. No Liability for Consequential or Punitive Damages; Limitation of Liability. No party will be liable to the other party, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ("Consequential Loss") ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. Nothing in this Section will prevent, limit or exclude liability for Consequential Loss: (i) arising as a result of Seller's fraud, fraudulent misrepresentation, gross negligence or willful misconduct; (ii) arising from a breach of Seller's confidentiality obligations, including the NDA; and (iii) to the extent insurance proceeds are available pursuant to insurance policies required under this Agreement. Notwithstanding the foregoing, in no event will Buyer's liability for direct damages with respect to any breach of Buyer's obligations under this Agreement exceed an amount equal to the Deposit.

26. Default.

26.1. By Buyer. BUYER WILL NOT BE IN DEFAULT HEREUNDER UNLESS AND UNTIL SUCH ACT OR FAILURE TO ACT PERSISTS FOR A PERIOD OF 5 BUSINESS DAYS AFTER BUYER HAS RECEIVED FROM SELLER WRITTEN NOTICE OF SUCH ACT OR FAILURE. NOTWITHSTANDING THE FOREGOING, SELLER WILL BE RELIEVED OF ITS OBLIGATION TO SELL THE PROPERTY TO BUYER, IF AFTER THE DEPOSIT BECOMES NON-REFUNDABLE TO BUYER, THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT IS NOT CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF A DEFAULT OF BUYER, WHICH DEFAULT REMAINS OUTSTANDING AS OF THE 5TH BUSINESS DAY AFTER BUYER HAS RECEIVED WRITTEN NOTICE OF THE SAME, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE DEPOSIT WILL BE IMMEDIATELY DISBURSED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

26.2. By Seller. If Seller defaults under this Agreement or breaches any representation or warranty under this Agreement, Buyer may, at its election, pursue any of the following remedies: (a) terminate this Agreement by delivery of a notice of termination to Seller and Escrow Holder, in which event Escrow Holder will immediately return the Deposit and the Extension Deposits (if applicable) to Buyer, and Seller will pay to Buyer an amount equal to all of Buyer's documented third-party transaction costs and expenses (including attorneys' fees) incurred in connection with this Agreement; (b) bring an action for specific performance; and/or (c) pursue any other remedies that may be available at law or in equity. Buyer's remedies are cumulative. In connection with Buyer's remedy of specific performance, the parties acknowledge and agree that in the event of Seller's default under this Agreement, Buyer would not have an adequate remedy at law. The exercise of one remedy by Buyer will not preclude the exercise of any other remedies.

27. **Timing; Business Days.** Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) will be extended until the immediately following business day; provided that, if Closing would be scheduled to occur on a non-business day, Closing will be delayed until the second business day after such non-business day. Time is of the essence with respect to the terms of this Agreement.

28. **Joint and Several Liability**. If and when included within the term "Buyer" or "Seller" as used in this Agreement, there is more than one person, firm or corporation, each will be jointly and severally liable for the obligations of Buyer or Seller, as applicable.

29. **Zoning Confirmation.**

29.1. Seller to Obtain the Zoning Confirmation. Seller will cooperate with, and will cause the City to cooperate with, Buyer to procure and diligently pursue the Zoning Confirmation in accordance with Buyer's requirements including timely signing and lodging any and all documents and applications or other materials in connection therewith. Seller will be responsible for all application and/or submission costs. Seller will keep Buyer apprised of the Zoning Confirmation and seek input and approval from Buyer for any amendments or supplements to the Zoning Confirmation application and materials submitted to the applicable governmental authorities. Buyer will have the right to attend any and all meetings (in-person, electronic, via telephone, etc.) with governmental authorities, zoning counsel or consultants related to the Zoning Confirmation and Seller will provide Buyer with reasonable prior notice of such meetings. Seller will not disclose, and will cause the City to not disclose, the identity of Buyer as the contract purchaser or the intended user of the Property in connection with the Zoning Confirmation.

29.2. Step-in. If the process relating to the Zoning Confirmation is not progressing according to schedule or in the manner desired by Buyer, Buyer (or its nominee) may in its sole and absolute discretion step-in and pursue the Zoning Confirmation to completion. If Buyer exercises the step-in right, Seller must do all things required, and will cause the City to do all things required, to appoint Buyer (or its nominee) as its designee and will reasonably assist, and will cause the City to reasonably assist, Buyer in pursuit of the Zoning Confirmation.

30. **Subdivision.** Within 90 days after the Effective Date, Seller and the City will cooperate with Buyer and/or Buyer's agent(s) to cause the Property to be subdivided from the larger parcel consistent with the depiction on **Exhibit B** ("**Subdivision**"). Seller will procure the approval of the Subdivision (the "**Subdivision Approval**") in accordance with Buyer's requirements including timely signing and filing any and all documents and applications or other materials in connection therewith. Buyer will be responsible for all application and/or submission costs. Seller will keep Buyer apprised of the Subdivision Approval process and seek input and approval from Buyer for any amendments or supplements to the application and supporting materials submitted to the applicable governmental authorities. If the Subdivision process is initially accomplished pursuant to a lot split approval in order to facilitate timely Closing at Buyer's request, Buyer agrees to cooperate with Seller following the Closing to pursue a plat or replat of the Property consistent with the City's subdivision regulations, which obligation will survive Closing. Buyer will have the right to attend any and all meetings (in-person, electronic, via telephone, etc.) with governmental authorities or consultants related to the Subdivision and Seller will provide Buyer with reasonable

prior notice of such meetings. At Closing, the Title Company shall be in a position to provide Buyer with a subdivision endorsement to the Title Policy.

40. **Right of First Refusal / Option to Repurchase.** Following the Closing but prior to the Construction Commencement Date, in the event that (i) Buyer decides to sell all or any portion of the Property to a person or entity other than (1) an Affiliate, (2) a development partner of Buyer, or (3) in connection with utilities associated with the development of the Property, or (ii) Buyer or any transferee, including an Affiliate or development partner of Buyer, changes the Intended Use to a use not approved by the City, the Seller shall have a right of first refusal to repurchase the Property at an amount equal to the then-current Fair Market Value (the "**ROFR**"). Further, Buyer agrees that if it has acquired the Property, (a) it will cause the Construction Commencement Date to occur no later than five (5) years following the Closing Date; and (b) in the event that the Construction Commencement Date has not occurred by the date that is five (5) years following the Closing Date, then the Seller shall have a right to repurchase the Property at an amount equal to the then-current Fair Market Value (the "**Pre-Construction Option**"). The terms and conditions related to the ROFR and the Pre-Construction Option shall be more fully set out in the Right of First Refusal and Pre-Construction Option Agreement executed and delivered by the parties at Closing (the "**Right of First Refusal and Pre-Construction Option Agreement**") in substantially the form as attached as **Exhibit F**.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the dates below.

BUYER:

Oakhills Properties, LLC

By:_____

Name:_____

Title:_____

Date Signed:_____

SELLER:

Community Improvement Corporation of Union County, as Authorized Agent for the City of Marysville, Ohio

By:_____

Name: Eric S. Phillips

Title: Executive Director

Date Signed:_____

Agreed and consented to by the City of Marysville, Ohio as to Section 15 of this Agreement:

By:_____
Terry Emery, City Manager

Date Signed: _____
Approved as to Form:

By:_____
Tim Aslaner, City of Marysville, Ohio
Law Director

Date Signed:_____

ESCROW HOLDER'S ACKNOWLEDGEMENT

The undersigned executes this Agreement to evidence its receipt of a fully executed copy of this Agreement and its agreement to act as Escrow Holder in accordance with the terms of this Agreement. Escrow Holder agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

FIDELITY NATIONAL TITLE COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

The Land is approximately 55 acres, being a portion of Parcel ID No. 2900230570000, which portion of such parcel will be subdivided by Seller from the below described parent parcel as part of the Subdivision Approval:

Situated in the Slate of Ohio, County of Union, Township of Paris, City of Marysville, Part of Virginia Military Survey 2254 and 3350, and being part of the remainder of an Original 108.783 acres of land, after exceptions, as conveyed to Duane Hodges, et al. of record in Official Record 729, Page 398, Official Record 656, Page 908, Official Record 347, Page 686 and Official Record 262, Page 35, also being the remainder of the Original 195 acre tract of land as conveyed to Coleman Industrial Parkway Properties, LLC of record in Instrument No. 201309300002099 and being all of that 0.700 acre tract of land as conveyed to Coleman Estate Properties, LLC of record in Official Record 961, page 1000, and described as follows:

Beginning, for Reference, at a MagNail set at the centerline intersection of Industrial Parkway 60' and Coleman's Crossing Boulevard 80' as dedicated upon the record plat for Coleman's Crossing in Plat Book 5, Page 103-108;

Thence S 48° 36' 21" E, with the centerline of Industrial Parkway 60' and partially with the southerly line of that 6.683 acre tract of land as conveyed to Geise Family Limited Partnership of record in Instrument No. 201506040004240, 1008.20 feet to a MagNail set at the southeasterly corner of said 6.683 tract, a westerly corner of the remainder of said Original 108.783 acre tract and in the centerline of said Industrial Parkway 60', the True Point of Beginning:

Thence N 41° 23' 39" E, across said right-of-way and with the southeasterly line of said 6.683 acre tract and westerly line of said remainder, 616.85 feet to an iron pin found with a cap inscribed "COEC" at an angle point (passing over an iron pin set at 30.00 feet);

Thence N 48° 36' 21" W, with a northeasterly line of said 6.683 acre tract and westerly line of said remainder, 636.12 feet to an iron pin set at the most northerly corner of said 6.683 acre tract, at an angle point in the westerly line of said remainder tract and in the easterly line of that 5.99 acre tract of land as conveyed to Samuel D. Jackson and Theresa L Jackson of record in Official Record 605, Page 193;

Thence N 04° 41' 57" W, with the westerly line of said remainder tract and the easterly line of said 5.99 acre tract, 499.19 feet to an iron pin set at the northeasterly corner of said 5.99 acre tract, at a northwesterly corner of said remainder tract, and in the southerly line of the remainder of an Original 47.816 acre tract of land as conveyed to New Beginnings Church of record in Official Record 430, Page 944, said line also being the northerly line of Virginia Military Survey No. 2254 and the southerly line of Virginia Military Survey No. 3350;

Thence N 85° 18' 03" E, with a northerly line of the remainder of said Original 108.783 acre tract, with the southerly line of the remainder of said Original 47.816 acre tract and along said common Virginia Military Survey line, 1239.52 feet to a 1" iron pin found at the southeasterly corner of said Original 47.816 acre remainder tract;

Thence N 06° 01' 58" W, with the easterly line of the remainder of said Original 47.816 acre tract, and a westerly line of the remainder of said Original 108.783 acre tract, 593.27 feet to an iron pin set at the northeasterly corner of the remainder of said Original 47.816 acre tract, the most northerly corner of the remainder of said Original 108.783 acre tract and in the southwesterly limited access right-of-way line of U.S. Route 33 (UNI-33-12.04);

Thence with the northeasterly lines of the remainder of said Original 108.783 acre tract, with the southerly lines of said limited access right-of-way the following three (3) courses and distances;

S 53° 17' 21" E, 913.65 feet to an iron pin set;

S 53° 17' 21" E, 318.79 feet to an iron pin set;

S 52° 08' 29" E, 1004.17 feet to an iron pin set at the most easterly corner of the remainder of said Original 108.783 acre tract and at the most northerly corner of the remainder of said Original 195 acre tract;

Thence with the northeasterly lines of the remainder of said 195 acre tract and with said limited access right-of-way line, the following four (4) courses and distances:

S 53° 17' 03" E, 796.03 feet to an iron pin set at an angle point;

S 55° 34' 29" E, 625.50 feet to an Iron pin set at an angle point;

S 69° 37' 56" E, 78.16 feet to an iron pin set at an angle point;

S 53° 17' 03" E, 105.91 feet to an iron pin set at an easterly corner of the remainder of said 195 acre tract, said corner being the most northerly corner of Lot 4 as it is numbered and delineated upon the record plat for Marysville Industrial Park of record in Plat Book 4, Page 131-132, said Lot 4 being conveyed to Nissin International Transport of record in Deed Volume 315, Page 681;

Thence S 05° 37' 44" E, with the easterly line of the remainder of said Original 195 acre tract and with the westerly line of said Lot 4, 1681.40 feet to a 3/4" rebar found at an angle point thereof, said angle point also being at the northerly corner of the terminus of Suntra Way 60' as recorded in said plat;

Thence S 38° 46' 54" W, with an easterly line of the remainder of said Original 195 acre tract and with the westerly line of said Suntra Way terminus, the westerly line of Lot 2 of said plat, and partially with the westerly line of Tract II as it is described in the deed to ICP Partners, LLC of record in Official Record 703, Page 420, 935.39 feet to an iron pin set at the most southerly corner of the remainder tract of said Original 195 acre tract, said corner also being the most easterly corner of that 5.00 acre tract of land as conveyed to Time Warner Cable Midwest, LLC of record in Official Record 992, Page 899;

Thence N 47° 26' 11" W, with a southwesterly line of the remainder tract of said Original 195 acre tract and a northeasterly line of said 5.00 acre tract, 399.74 feet to an iron pin set at the most northerly corner of said 5.00 acre tract, an angle point in a southwesterly line of the remainder of said Original 195 acre tract and in the southeasterly line of that 13.529 acre tract of land as conveyed to CBC Realty LTD of record In Official Record 490, Page 243;

Thence with the common lines of said 13.529 acre tract and the remainder of said Original 195 acre tract, the following three (3) courses and distances:

N 38° 50' 39" E, 481.18 feet to a 5/8" rebar found at a corner thereof;

N 47° 28' 40" W, 575.00 feet to point, witness a 5/8" rebar found damaged at 0.30' north;

S 38° 49' 17" W, 1026.99 feet to a MagNail set at the most westerly corner of said 13.529 acre tract and in the centerline of said Industrial Parkway 60' (passing over an iron pin set at 996.93 feet);

Thence N 47° 28' 44" W, with a southwesterly line of the remainder of said 195 acre tract, a southwesterly line of said 0.700 acre tract and with the centerline of Industrial Parkway 60', 454.08 feet to a MagNail set at an angle point thereof;

Thence N 48° 36' 21" W, with a southwesterly line of said 0.700 acre tract, with a southwesterly line of the remainder of said Original 195 acre tract and with the centerline of Industrial Parkway 60', 1032.02 feet to a MagNail set at the most southerly corner of that 26.641 acre tract of land as conveyed to MDC Coast 1 LLC of record In Instrument No. 201512090010082 and in the centerline of Industrial Parkway 60';

Thence with westerly lines of the remainder of said Original 195 acre tract and with easterly tines of said 26.641 acre tract, the following two (2) courses and distances:

N 49° 43' 25" E, 1439.02 total feet (passing a 5/8" iron pin found at 30.20 feet) to an iron pin set at an angle point:

N 40° 14' 47" W, 775.73 feet to an iron pin found with a cap marked "LSM 7437" at a common corner thereof, said corner being in the southeasterly line of the remainder of said Original 108.783 acre tract;

Thence S 49° 43' 25" W, with the southeasterly line of the remainder of said Original 108.783 acre tract and partially with the northwesterly line of said 26.641 acre tract, 718.40 feet to an iron pin set at the most easterly corner of that 10.00 acre tract of land as conveyed to Greenville Technology of record in Instrument No. 201401160000376;

Thence with southeasterly and southwesterly lines of the remainder of said Original 108.783 acre tract and with the northeasterly and northwesterly lines of said 10.00 acre tract, the following two (2) courses and distances:

N 40° 16' 55" W, 500.21 to an iron pin set at an angle point;

S 49° 43' 05" W, 907.78 feet to a MagNail set at the most westerly corner of said 10.00 acre tract, a southerly corner of the remainder of said Original 108.783 acre tract and in the centerline of said Industrial Parkway 60' (passing over an Iron pin set at 877.46 feet);

Thence N 48° 36' 21" W, with a southwesterly line of said 108.783 acre tract and the centerline of said Industrial Parkway 60', 797.73 feet to the True Point of Beginning and containing 206.487 acres more or less, of which 1.572 acre is within the present right-of-way occupied.

The above description was prepared by Advanced Civil Design Inc. on 10/10/2016 and is based on existing County Auditor records County Recorder records and actual field surveys performed in August, 2016.

All references used in this description can be found at the Recorder's Office Union Ohio.

Iron pins set are 3/4" diameter iron pipes, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinate System NAD83, NSRS 2007. A bearing of N 48°36'21" W was held for the centerline of Industrial Parkway at the southwesterly line of the Coleman tract.

EXHIBIT B

DEPICTION OF LAND



EXHIBIT C

TENANT LEASES

1. Contract dated January 17, 2024 between CCFS LLC and the City of Marysville granting CCFS LLC a leasehold interest for the purposes of farming the subject property.

EXHIBIT D

SERVICE CONTRACTS

None

EXHIBIT E

GENERAL LOCATIONS OF THE ACCESS EASEMENT PROPERTY AND THE CONSTRUCTION ACCESS AREA

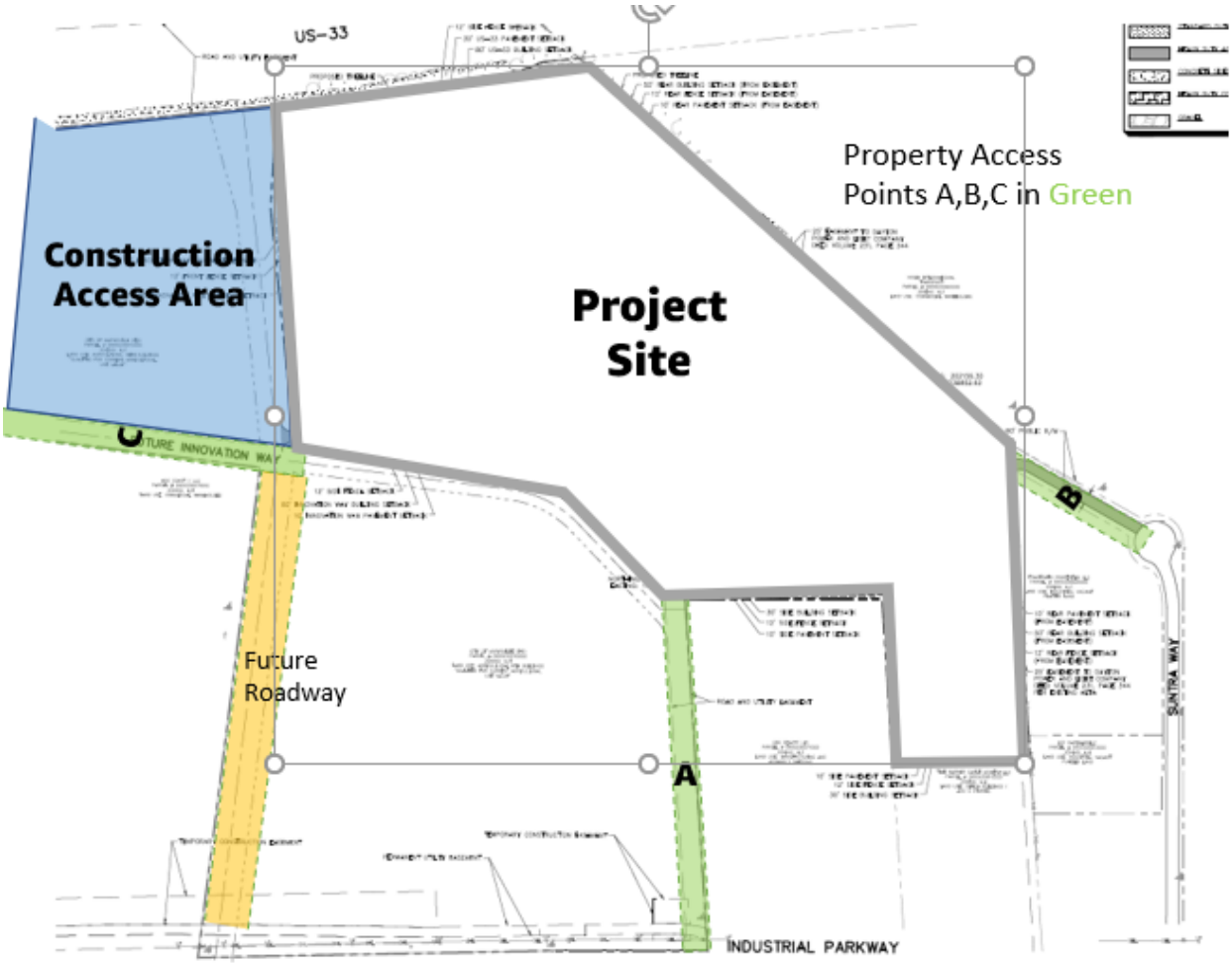


EXHIBIT F

FORM OF RIGHT OF FIRST REFUSAL AND PRE-CONSTRUCTION OPTION AGREEMENT

[*Attached*]

RIGHT OF FIRST REFUSAL AND PRE-CONSTRUCTION OPTION AGREEMENT

This **RIGHT OF FIRST REFUSAL AND PRE-CONSTRUCTION OPTION AGREEMENT** (this "Agreement") is made effective as of the ____ day of _____, _____ [Closing Date] (the "Effective Date"), by and between the **COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY**, with a mailing address of 227 East Fifth Street, Marysville, Ohio 43040 (the "CIC") and **[_____]**, a [_____] with a mailing address of _____ (together with its successors and assigns, "Owner") (the CIC and Owner may be referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

A. The CIC, a duly organized Ohio non-profit community improvement corporation formed pursuant to Chapter 1724 of the Ohio Revised Code, serves as the economic development agency for the City of Marysville, Ohio (the "City") and, in that capacity, the CIC is charged with selling and leasing City-owned real property deemed to no longer be needed for public purposes, including the benefitted properties owned by the City as part of the industrial and commercial park commonly known as 33 Innovation Park in the City of Marysville, Union County, Ohio ("Innovation Park"), including the property described on Exhibit A attached (the "Benefitted Property");

B. Pursuant to the Purchase Agreement executed by the Parties and dated _____ (the "Purchase Agreement"), and the executed limited warranty deed from the CIC to Owner dated as of the Effective Date, Owner acquired from the CIC (as the City's agent) an approximately 55+/- acre parcel of real property previously owned by the City and located in Innovation Park, which property is more particularly identified as Parcel ID Number [_____] and described on Exhibit B attached (together with all appurtenant rights thereto, the "Property");

C. Owner plans to develop the Property by constructing one or more building(s) thereon (as more fully defined below, the "Building Improvements") to be used for the Intended Use (defined below);

D. Owner's commencement of construction of the Building Improvements and use of the Property for the Intended Use is a material factor in the City's willingness to sell the Property to Owner acting through the CIC;

E. In consideration of and as a condition to the sale of the Property to Owner, the CIC desires to retain, and Owner is willing to grant, an option to repurchase all of the Property on the terms set out herein in the event that the Construction Commencement Date (as defined herein) has not occurred by [date that is five (5) years from Effective Date] ("Construction Commencement Deadline");

F. In addition, in consideration of and as a condition to the sale of the Property to Owner, Owner agrees to grant the CIC a right of first refusal on the terms set out herein should Owner desire to sell all or part of the Property prior to the Construction Commencement Date (defined herein);

G. The Parties agree that the covenants, rights and options granted herein are reasonable restrictions on the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CIC and Owner agree as follows:

1. COVENANTS.

1.1 Defined Terms. As used herein, the following terms have the meanings ascribed below:

a. "Affiliate" means, as to Owner, (i) an entity controlling, controlled by, or is under common control with a party, (ii) any entity resulting from the merger or consolidation of or with a party or an affiliate thereof, (iii) any person or entity that acquires all (or substantially all) of the assets of a party, or an affiliate thereof, or (iv) any successor of a party, or an affiliate thereof, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or asset.

b. "Building Improvements" means the building structure(s) designed for the Intended Use on the Property.

c. "Construction Commencement Date" means the date that Owner commences construction of the foundations for the planned Building Improvements on the Property for the Intended Use.

d. "Construction Commencement Deadline" means [5 years from Effective Date]

e. "Fair Market Value" means the prevailing market value for the sale/purchase of the Property taking into account all relevant factors including, but not limited to, any pre-construction work on the Property performed or paid for by Owner, and any increased service or capacity of utilities to the Property obtained by or for Owner, as determined by a qualified MAI designated appraiser experienced with the commercial real estate market in Central Ohio and selected by Owner.

f. "Intended Use" means the development and use of the Property as proposed by Owner and which has been approved by the CIC.

g. "Local Time" means local time in Seattle, Washington, USA.

h. "Permitted Use" means any use that is from the Effective Date until the Construction Commencement Date approved by the City; and which is permitted or approved pursuant to then-current applicable zoning and building code laws and regulations; provided, however, in no event shall warehousing, logistics or fulfilment operations be deemed a Permitted Use.

i. "ROFR Trigger Event" means the happening of either of the following conditions: (i) Owner decides to sell or transfer (by gift, devise or otherwise) all or any portion of the Property to a person or entity other than (1) an Affiliate, (2) a development partner of Owner, or (3) in connection with utilities associated with the development of the Property; or (ii) Owner or any transferee, including an Affiliate, changes the Intended Use of the Property or a portion thereof to a use other than a Permitted Use.

1.2 **Construction Covenants**. Owner agrees with the CIC that it intends/anticipates the Construction Commencement Date to occur on or prior to the Construction Commencement Deadline.

2. **RIGHT TO REPURCHASE ENTIRE PROPERTY.** In the event that the Construction Commencement Date has not occurred on or prior to the Construction Commencement Deadline, then the CIC shall have a right to repurchase the Property on the terms set out in this Section 2 ("Total Repurchase Right").

2.1 **Total Repurchase Right.** The CIC's Total Repurchase Right granted herein is as to the entirety of the Property and the CIC shall not have a right to repurchase only a portion of the Property pursuant to this Section 2.

2.2 **Exercise of Total Repurchase Right.** The CIC may exercise its Total Repurchase Right by delivering written notice to Owner of its election (the "Total Repurchase Notice") within sixty (60) days following the expiration of the Construction Commencement Deadline. The written notice shall be made in accordance with Section 4 herein. The CIC shall be entitled to enter the Property at any time between the initial written notice and the closing date to perform any physical inspection(s) and survey(s) the CIC desires; provided (i) the CIC shall cooperate with Owner to select a mutually agreeable date(s) and time(s) for such inspection(s) and survey(s), (ii) the inspection(s) and survey(s) shall not unreasonably interfere with Owner's use of the Property or damage any portion of the Property, (iii) the entry will be over the smallest portion of the Property that is necessary to perform any such physical inspection(s) and survey(s), (iv) the entry will be subject to reasonable site management and access requirements established by Owner, including health and safety rules and (v) any such inspection(s) and survey(s) will be expeditiously conducted in accordance with all applicable laws. The CIC will indemnify, defend and hold Owner harmless from and against any damages arising from any property damage or personal injury to the extent caused by the CIC in connection with its inspections of the Property. The CIC's indemnification obligation set forth above in this Section 2.2 will survive the termination of this Agreement. The CIC will carry, or cause its contractors or consultants to carry, commercial general liability and worker's compensation insurance for all of its employees working at the Property in accordance with the laws of the State of Ohio. Provided the CIC complies with its obligations set forth in this Section 2.2, Owner shall not unreasonably prohibit or impede the CIC's access to the Property if the CIC elects to exercise any of its rights set forth in this Section 2.2.

2.3 **Calculation of Purchase Price.** If the CIC elects to repurchase the entirety of the Property pursuant to this Section 2, the purchase price shall be equal to the then-current Fair Market Value of the Property.

2.4 Opportunity to Commence Construction. In the event the CIC exercises its Total Repurchase Right, Owner shall have thirty (30) days from the date of delivery of the Total Repurchase Notice for the Construction Commencement Date to occur.

2.5 Closing on Total Repurchase Right. If the Construction Commencement Date does not occur within thirty (30) days from the date of delivery of the Total Repurchase Notice, Owner shall be obligated to close on the sale to the CIC of the Total Repurchase Right. Closing on the Total Repurchase Right shall occur within sixty (60) days after the Total Repurchase Notice delivery date. At the closing, upon payment by the CIC of the purchase price determined pursuant to Section 2.3, Owner shall deliver to the CIC a limited warranty deed conveying insurable title to the entirety of the Property (inclusive of any and all improvements thereon), "AS-IS, WHERE IS, AND WITH ALL FAULTS" and subject to any and all restrictions, covenants, conditions, exceptions, reservations, easements, rights-of-way, conflicts, encroachments, area and boundary discrepancies, taxes, liens, assessments, charges, claims, and encumbrances, if any, applicable to and enforceable against the Property and all zoning laws, regulations, and ordinances of municipal or other governmental agencies and authorities relating to the Property. Exclusive possession of the Property shall be delivered to the CIC at closing.

2.6 Release of Total Repurchase Right Upon Request. The CIC shall be obligated to execute and file for record in Union County a release of its Total Repurchase Right, in a form sufficient for recording with the Union County, Ohio Recorder, upon request from Owner at any time following the Construction Commencement Date, provided: (i) Owner submits documentation and other materials with such request reasonably evidencing the occurrence of the Construction Commencement Date; and (ii) the CIC has not already invoked the Total Repurchase Right.

2.7 Termination of Total Repurchase Right Upon Expiration. Upon expiration of the last date on which the CIC may exercise its Total Repurchase Right, if the CIC has not already elected to exercise such right, Owner may request that the CIC execute and file for record in Union County an acknowledgment recognizing the expiration and release of its Total Repurchase Right, in a form sufficient for recording with the Union County, Ohio Recorder (and the CIC shall be obligated to do so).

2.8 Automatic Termination of Total Repurchase Right. The Total Repurchase Right will automatically terminate upon the earlier of the following to occur: (i) the Construction Commencement Date; (ii) the expiration of the last date on which the CIC may exercise its Total Repurchase Right in the event that the CIC has not already elected to exercise such right; (iii) in the event the CIC elects to waive the Right of First Refusal (as defined in Section 3), the date of such waiver; or (iv) in the event the CIC fails to timely deliver to Owner a Notice of Intent to Transfer (as defined in Section 3.1), the date of expiration of the Option Period (as defined in Section 3.2).

3 RIGHT OF FIRST REFUSAL. If a ROFR Trigger Event occurs at any time prior to the Construction Commencement Deadline, the CIC shall have a right of first refusal to repurchase the Property or such impacted portion thereof (such Property or portion thereof being referred to herein as the "ROFR Property"), on the terms set out in this Section 3 (the "Right of First Refusal").

3.1 Notice of Intent. Owner shall notify the CIC in writing as soon as commercially reasonable after the happening of a ROFR Trigger Event (the "Notice of Intent to Transfer"). The Notice of Intent to Transfer shall state: (i) the ROFR Property; and (ii) the existence of any offers to purchase such ROFR Property received by Owner, which Owner intends to accept (identifying the proposed purchaser, if Owner is able to disclose the identity of such proposed purchaser) and intended use of the ROFR Property following its acquisition thereby, if known by Owner).

3.2 Option Period. The CIC shall have thirty (30) days to exercise its Right of First Refusal following delivery of the Notice of Intent to Transfer (the "Option Period").

3.3 Exercise of Property Rights. The CIC may exercise its Right of First Refusal by delivering written notice to Owner of its election in accordance with Section 4 herein during the Option Period. The CIC shall be entitled to enter the Property at any time between the initial written notice and the closing date to perform any physical inspection(s) and survey(s) the CIC desires; provided (i) the CIC shall cooperate with Owner to select a mutually agreeable date(s) and time(s) for such inspection(s) and survey(s), (ii) the inspection(s) and survey(s) shall not unreasonably interfere with Owner's use of the Property or damage any portion of the Property, (iii) the entry will be over the smallest portion of the Property that is necessary to perform any such physical inspection(s) and survey(s), (iv) the entry will be subject to reasonable site management and access requirements established by Owner, including health and safety rules and (v) any such inspection(s) and survey(s) will be expeditiously conducted in accordance with all applicable laws. The CIC will indemnify, defend and hold Owner harmless from and against any damages arising from any property damage or personal injury to the extent caused by the CIC in connection with its inspections of the Property. The CIC's indemnification obligation set forth above in this Section 3.3 will survive the termination of this Agreement. The CIC will carry, or cause its contractors or consultants to carry, commercial general liability and worker's compensation insurance for all of its employees working at the Property in accordance with the laws of the State of Ohio. Provided the CIC complies with its obligations set forth in this Section 3.3, Owner shall not prohibit or impede the CIC's access to the Property if the CIC elects to exercise any of its rights set forth in this Section 3.3.

3.4 Calculation of Purchase Price. If the CIC exercises its Right of First Refusal, the purchase price for the ROFR Property to be acquired shall be the then-current Fair Market Value of the ROFR Property.

3.5 Closing on Right of First Refusal Acceptance. If the CIC exercises its Right of First Refusal hereunder, Owner shall be obligated to close on the sale of the ROFR Property. Closing shall occur within one hundred twenty (120) days after the date on which the CIC delivers written notice to Owner of the CIC's election to exercise its right pursuant to Section 3.3 above; provided, however, if the subdivision of such ROFR Property from the remainder Property is not completed by the CIC within the aforementioned one hundred twenty (120) day timeframe, the Parties shall select a mutually agreeable date and time for closing to occur immediately following completion of the subdivision. The Parties shall cooperate with one another to complete the subdivision of the ROFR Property from the remainder Property as expeditiously as possible following the CIC's exercise of its Right of First Refusal. The subdivision of the ROFR Property from the remainder Property shall be at the CIC's sole cost. At the closing, upon payment of the purchase price by the CIC, Owner shall deliver to the CIC a limited warranty deed conveying

insurable title to the ROFR Property, "AS-IS, WHERE IS, AND WITH ALL FAULTS" and subject to any and all restrictions, covenants, conditions, exceptions, reservations, easements, rights-of-way, conflicts, encroachments, area and boundary discrepancies, taxes, liens, assessments, charges, claims, and encumbrances, if any, applicable to and enforceable against the Property and all zoning laws, regulations, and ordinances of municipal or other governmental agencies and authorities relating to the ROFR Property. Exclusive possession of the ROFR Property acquired by the CIC shall be delivered to the CIC at closing.

3.6 **Termination of Right of First Refusal and Total Repurchase Right**. The Right of First Refusal will automatically terminate upon the earlier of the following to occur: (i) the Construction Commencement Date; (ii) in the event the CIC elects to waive the Right of First Refusal, the date of such waiver; or (iii) in the event the CIC fails to timely deliver to Owner a Notice of Intent to Transfer, the date of expiration of the Option Period. Upon such termination, Owner may request that the CIC execute and file for record in Union County an acknowledgment recognizing the expiration and release of its Right of First Refusal, in a form drafted by Owner and sufficient for recording with the Union County, Ohio Recorder (and the CIC shall be obligated to do so).

4. **WRITTEN NOTICES.** All notices, approvals, consents, requests or demands required or permitted to be given or served by either Party to this Agreement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth in this Section 4 below and will be delivered: (a) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (b) by a nationally recognized overnight delivery service providing proof of delivery, or (c) by email delivery, if sent on a business day between the hours of 7:00 a.m. and 6:00 p.m. Local Time; provided within one (1) business day after the sending of such notice by email delivery a follow-up copy of such notice shall also be sent pursuant to either clause (a) or (b) above. Notices will be effective (i) in the case of registered or certified mail, on the date that is earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the United States Post Office, (ii) if by nationally recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid, and (iii) if by email delivery, on the date of delivery, provided that the email is sent on a business day during the hours stated above. Either Party may by notice given aforesaid change its address for all subsequent notices. Notice will be deemed given upon delivery or when delivery is refused.

If to the CIC:	COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY 227 East Fifth Street, Marysville, Ohio 43040 Attn. Eric Phillips, Executive Director Email: ephillips@unioncounty.org
Copy to:	City of Marysville, Ohio Attn: Tim M. Aslaner, City Law Director 209 South Main Street Marysville, Ohio 43040 Email: taslaner@marysvilleohio.org
Copy to:	Lee & Associates Attn: Todd Spencer, Principal 6175 Emerald Parkway Dublin, Ohio 43016 Email: todd.spencer@lee-associates.com
If to Owner:	[_____] Attn: [ADDRESS] Email:
Copy to:	Morgan, Lewis & Bockius LLP Attn: Jeannine T. Bishop 2222 Market Street Philadelphia, PA 19103 Email: jeannine.bishop@morganlewis.com

5. GENERAL TERMS AND CONDITIONS.

5.1 Time of the Essence. Time is of the essence with respect to the completion and fulfillment of all terms and conditions set forth in this Agreement.

5.2 Binding Effect. This Agreement shall be binding upon Owner and its successors and assigns, and shall inure to the benefit of the CIC. The Repurchase Right granted herein to the CIC is personal to the CIC.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Should either Party institute a legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in a State court located in Union County, Ohio.

5.4 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter herein, and no other agreement, statement or promise made by any Party, or any officer, representative, employee or agent of any Party, whether express or implied, oral or written, that is not contained in this Agreement shall be binding or valid.

5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

5.6 Amendment. This Agreement may only be amended by written agreement signed by both Parties hereto.

5.7 Calculation of Time. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

5.8 Force Majeure. If either Party shall be delayed or prevented from the performance of any act required by this Agreement by reason of a Force Majeure Event (defined below), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Specifically, the Construction Commencement Deadline shall be extended by reason of a Force Majeure Event and for delays caused by the CIC, which extension shall continue for so long as the Force Majeure Event of CIC condition prevails preventing progress. As used herein, a "Force Majeure Event" means an event that is beyond the control of Owner and is of the kind and/or nature of (i) a riot, war (whether declared or not), act of enemies (including terrorism), national conflicts, or national emergency, (ii) natural disasters, such as earthquakes, fire, hurricane or flood, or other act of God, (iii) severe weather conditions, (iv) governmental executive order (requiring a partial or complete work stoppage that affects the Construction Commencement Date), material shortage and supply chain issues or area or industry wide strike, or boycotts, (v) acts of governmental authorities relating to an epidemic, pandemic, or other public health emergency; (vi) changes in applicable law impacting the Construction Commencement Date, (vii) the failure of a utility and/or governmental authority to issue required approvals or permits within typical timelines, provided Owner has reasonably followed such utility's or governmental authority's applicable procedures in pursuing such approval and/or permit, and/or (viii) other events or causes beyond Owner's reasonable control.

5.9 No Presumptions Against Either Party. This Agreement was drafted by the CIC for convenience purposes only, and shall not be construed for or against either Party on such basis. Owner represents and warrants that it has had a sufficient opportunity to review the Agreement with independent legal counsel of its choosing, and freely and voluntarily agrees to be bound by the terms herein.

5.10 No Waiver. No failure by either Party to insist upon the strict performance of the other Party's obligation under any covenant, agreement, term or condition set forth herein, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement,

and each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

5.11 No Relationship. Nothing contained in this Agreement shall be deemed or construed by either Party, or by any third-party, to create the relationship of principal and agent, employment, partnership, joint venture or of any similar association between the Parties.

5.12 Severability. If any term, covenant or condition contained in this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the rights and obligations of the Parties hereunder shall be construed and enforced with such term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if such term, covenant or condition is totally invalid, illegal or unenforceable, the rights and obligations of the Parties hereunder shall be construed and enforced as if such term, covenant or condition was never contained herein, and all other terms, covenants and conditions set forth in this Agreement shall continue on, unchanged.

5.13 Enforcement. This Agreement constitutes a covenant that runs with the land and is binding on the Owner, its successors or assigns through the Construction Commencement Date, unless earlier terminated pursuant to the terms of this Agreement. Owner will not be in default hereunder unless and until such act or failure to act persists for a period of 5 business days after Owner has received from the CIC written notice of such act or failure. In the event a default by Owner remains outstanding as of the 5th business day after Owner has received written notice of the same from the CIC, the CIC has the right to enforce the provisions of this Agreement by a proceeding at law or in equity, including injunctive relief and specific performance. The Owner agrees that in the event of a violation of this Agreement, the CIC would suffer irreparable harm and that an adequate remedy at law would not be available to the CIC.

5.14 No Liability for Consequential or Punitive Damages; Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, Owner will not be liable to the CIC, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. In no event will Owner's liability for direct damages with respect to any breach of Owner's obligations under this Agreement exceed an amount equal to the Purchase Price (as defined in the Purchase Agreement).

5.15 Attorneys' Fees. The prevailing Party in any action to enforce this Agreement will be entitled to receive from the other Party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing Party in such action.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY, as Authorized Agent of the City of Marysville, Ohio

By:_____
Eric Phillips, Executive Director
Execution Date: _____

Approved as to Form:

By:_____
Tim Aslaner, City of Marysville, Ohio
Law Director
Date: _____

STATE OF OHIO; COUNTY OF _____; SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Eric Phillips, the Executive Director of the Community Improvement Corporation of Union County, a duly organized Ohio non-profit community improvement corporation formed pursuant to Chapter 1724 of the Ohio Revised Code, acting on behalf of the City of Marysville, Ohio.

_____
Notary Public
Commission Expires:_____

[_____]

By:_____
Name: _____
Title:_____[its Authorized Agent]
Execution Date: _____

STATE OF OHIO; COUNTY OF _____; SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Authorized Agent for [_____], on behalf of said company.

_____
Notary Public
Commission Expires:_____

Prepared by: Shannon Martin, Esq., Bricker Graydon LLP, 312 N. Patterson Blvd. Suite 200, Dayton, Ohio 45402.

EXHIBIT A
Benefitted Property

EXHIBIT B
Property

ORDINANCE _____

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION FOR A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1121.08 SUBURBAN COMMERCIAL DISTRICT, SECTION 1121.11 NEIGHBORHOOD COMMERCIAL DISTRICT, 1121.15 REGIONAL MIXED-USE DISTRICT, SECTION 1123.33 SMALL BOX DISCOUNT RETAIL STORES AND THE APPENDIX – GLOSSARY OF TERMS

WHEREAS, on January 7, 2025 the City Planning Commission reviewed an application for a Zoning Code Amendment to Part Eleven – Zoning Code, Section 1121.08 Suburban Commercial District, Section 1121.11 Neighborhood Commercial District, Section 1121.15 Regional Mixed-Use District, Section 1123.33 Small Box Discount Retail Stores, and the Appendix – Glossary of Terms, as set forth in Appendix A of Exhibit A, incorporated herein; and

WHEREAS, the City Planning Commission recommended approval of the amendments as set forth in Exhibit A; and

WHEREAS, upon receiving this recommendation from the Planning Commission, City Council shall consider Planning Commission's recommendation and hold a public hearing on the aforementioned zoning amendment with publication in a newspaper of general circulation with 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 hereby approves the application for a Zoning Code Amendment to Part Eleven – Zoning Code, Section 1121.08 Suburban Commercial District, Section 1121.11 Neighborhood Commercial District, Section 1121.15 Regional Mixed-Use District, Section 1123.33 Small Box Discount Retail Stores, and the Appendix – Glossary of Terms, as set forth in Exhibit A.

SECTION II. The Clerk of Council shall cause the Planning and Zoning Code of the Codified Ordinances to be amended accordingly.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1121.08 SUBURBAN COMMERCIAL DISTRICT, SECTION 1121.11 NEIGHBORHOOD COMMERCIAL DISTRICT, 1121.15 REGIONAL MIXED-USE DISTRICT, SECTION 1123.33 SMALL BOX DISCOUNT RETAIL STORES, AND THE APPENDIX-GLOSSARY OF TERMS.

WHEREAS, on January 7, 2025, the City Planning Commission has reviewed an application for a Zoning Code Amendment to Part Eleven - Zoning Code, Section 1121.08 Suburban Commercial District, Section 1121.11 Neighborhood Commercial District, Section 1121.15 Regional Mixed-Use District, Section 1123.33 Small Box Discount Retail Stores, and the Appendix-Glossary of Terms as set forth in Appendix A, incorporated herein; and

WHEREAS, The City Planning Commission recommended APPROVAL for the Zoning Code Amendment, which is set forth in Appendix A, 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 Part Eleven - Zoning Code, Section 1121.08 Suburban Commercial District, Section 1121.11 Neighborhood Commercial District, Section 1121.15 Regional Mixed-Use District, Section 1123.33 Small Box Discount Retail Stores, and the Appendix-Glossary of Terms be **APPROVED** in accordance with this Resolution.

Passed 01-07-2025

Chairman of Planning Commission

ATTEST:

Planning and Development Manager, Ashley Gaver

Section 1121.08 - Suburban Commercial District (SCD)

IV. PERMITTED USES:

- Artisan Studio
- Bank of Financial Institution (w/ drive-thru, see supplemental regulations Chapter 1123.28)
- Club
- Commercial recreation, Indoor, excluding Adult Entertainment
- Cultural Institution
- Funeral Home
- Grocery Store or Supermarket
- Institutional/Government Offices
- Medical or Dental Office or Clinic
- Meeting Facility
- Personal Services
- Professional Offices
- Religious Places of Worship
- Residential Care Facility, Assisted Living
- Restaurant (w/ drive-thru - see supplemental regulations Chapter 1123.28)
- Retail, Sales & Service
- Single-Family Home (attached)
- Veterinarian Animal Hospital and/or Animal Clinic (no outside kennels)

V. CONDITIONAL USES:

- Child Day-Care Center
- Commercial Recreation, Outdoor, excluding Adult Entertainment
- Congregate Care Facility, Assisted Living
- Congregate Care Facility, Nursing Home
- Emergency Care Facility
- Essential Public Services and Utilities
- Multi-Family
- School (K-12)
- Senior Living, Independent Living
- **Small Box Discount Retail Store**
- Vehicle Fuel Sales
- Vehicle Fuel Sales when Accessory to Permitted Use
- Vehicle Service and Repair Facility
- Vehicle, Sales, Rental and Lease Excluding Body Work
- Veterinarian Animal Hospital and/or Animal Clinic (outside kennels)
- Warehousing, Personal Storage/Mini

Section 1121.11 - Neighborhood Commercial District (NCD)

IV. PERMITTED USES:

- Artisan Studio
- Club
- Community Center
- Cultural Institution
- Funeral Home
- Institutional/Government Offices
- Medical or Dental Office or Clinic
- Meeting Facility
- Neighborhood Market
- Personal Services
- Professional office
- Public Safety Facility
- Religious, Places of Worship
- Restaurant (Sit Down)
- Retail Sales & Service
- School (K-12)
- Single-Family (attached)
- Specialty Food and/or Beverage Facility

V. CONDITIONAL USES:

- Bank or Financial Institution (w/ drive-thru, see supplemental regulations Chapter 1123.28)
- Child Care Day-Care Center
- Essential Public Services and Utilities
- General Retail (50+ Employees)
- Kennel
- Multi-Family
- Restaurant (w/ Drive-Thru) (See supplemental regulations under 1123.28)
- Senior Living, Independent Living
- **Small Box Discount Retail Store**
- Vehicle Fuel Sales
- Vehicle Sales, Rental and Lease (excluding body work)
- Vehicle Service and Repair Facility
- Veterinary Animal Hospital and/or Animal Clinic

Section 1121.15 - Regional Mixed-Use District (RMU)

V. PERMITTED USES:

- Bank or Financial Services (drive-thru - see supplemental regulations under 1123.28)
- Building Materials and Hardware Sales
- Commercial Recreation, Indoor (excluding Adult Entertainment)
- Data Processing/Call Center
- Extended Stay Hotel
- General Retail (50+ Employees)
- Grocery Store or Supermarket
- Hotel or Motel
- Medical and Dental Office/Clinic
- Meeting Facility
- Professional Offices
- Public Safety Facility
- Residential Care Facility, 6-16 Unrelated Persons
- Restaurant (drive-thru) (see supplemental regulations under 1123.28)
- Retail, Sales & Services
- Senior Living, Independent Living
- Vehicle Body Shop
- Vehicle Sales
- Vehicle Service and Repair Facility
- Wireless Communication Tower

VI. CONDITIONAL USES:

- Automotive Components Processing
- Child-Care Day Care Center
- Congregate Care Facility, Assisted Living
- Multi-Family
- Residential Care Facility, 9-16 Unrelated Persons
- **Small Box Discount Retail Store**
- Warehousing, Personal Storage/Mini

Section 1123.33 - Small Box Discount Retail Stores

a) **Spacing.** No small box discount retail store located as a tenant of an in-line retail center shall be established on a parcel or parcels within five thousand two hundred and eighty (5,280) feet (one mile) of another parcel or parcels containing an existing small box discount retail store. No small box discount retail store constructed as a standalone building shall be established on a parcel or parcels within ten thousand five hundred and sixty (10,560) feet (two miles) of another parcel or parcels containing an existing small box discount retail store. No two (2) small box discount retail stores shall be located in the same building or on the same lot. Such distance shall be measured in a geometrically straight line which represents the shortest distance between the parcel or parcels accommodating the proposed small box discount retail store and the parcel or parcels from which the existing small box discount retail store is located. Such measurement shall be made using a scaled map, or a survey if deemed necessary, and shall be made without regard to intervening structures, objects, uses, the street grid, landforms or any other topographical feature.

b) **Floor and Shelf Plan Required.** For any small box discount retail store subject to these regulations, a Floor and Shelf Plan shall be submitted as part of its Zoning Permit application in addition to any other required plans and information, and shall contain each of the following:
    1. The amount of shelf space dedicated to food sales and the amount of shelf space dedicated to fresh or fresh frozen foods and produce; and
    2. The types of goods, products, or merchandise to be sold and the general cost of such items.

c) **Maintenance and Other Requirements.** The owner and/or operator of a small box discount retail store shall comply with applicable provisions of these codified ordinances regarding maintenance of the premises and shall comply with the following:
    1. Keep the exterior of the site including the sidewalks and tree lawns abutting the property free of litter and debris; and
    2. Provide one or more solid waste containers located directly outside the primary entrance for the placement of paper, wrappers, and other items by customers and others. Such containers shall be maintained in good condition and be of suitable capacity to sufficiently contain litter and debris between scheduled waste collections.

d) **Exclusions.** For purposes of this section, “Small Box Discount Retail Store” does not include stores that dedicate less than five percent (5%) of shelf space to food sales, sell gasoline or diesel fuel, contain a prescription pharmacy or dedicate at least a minimum of fifteen percent (15%) of shelf space to fresh or fresh frozen foods and produce.

APPENDIX - GLOSSARY OF TERMS

G. TERMS APPLICABLE TO SMALL BOX DISCOUNT RETAIL STORES, CHAPTER 1123

Small Box Discount Retail Store. A retail store between 3,000 and 15,000 square feet that sells directly to consumers a limited assortment of physical goods, products, or merchandise, personal grooming and health products, household goods, and other consumer products, including food or beverages for off-premises consumption, most of which are sold for ten dollars ($10.00) or less, and that does not dedicate a minimum of fifteen percent (15%) of shelf space to fresh food and produce.

Fresh Produce means fruits and vegetables that have not been processed in any manner. This term does not include such items as potted or dried herbs, wild rice, dried fruits and vegetables, raw nuts of any kind or popcorn, fruit or vegetable/plant seedlings, seeds/grains, flowers, maple syrup, cider, eggs, meat, cheese and seafood.

Fresh or Fresh Frozen Food means that is in its raw state, or unprocessed; food that was quickly frozen while still fresh (blanching, blast freezing) and no deterioration has taken place.

ORDINANCE _____

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION FOR A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1123.19 ENCLOSED ACCESSORY STRUCTURES IN THE SUBURBAN RESIDENTIAL DISTRICT (SRD), VILLAGE RESIDENTIAL DISTRICT (VRD), NEIGHBORHOOD COMMERCIAL DISTRICT (NCD), AND AGRICULTURAL RESIDENTIAL DISTRICT (ARD)

WHEREAS, on December 3, 2024, the City Planning Commission reviewed an application for a Zoning Code Amendment to Part Eleven – Zoning Code, Section 1123.19 Enclosed Accessory Structures in SRD, VRD, NCD and ARD as set forth in Appendix A of Exhibit A, incorporated herein; and

WHEREAS, the Planning Commission recommended approval of the amendments as set forth in Exhibit A; and

WHEREAS, upon receiving this recommendation from the Planning Commission, City Council shall consider Planning Commission's recommendation and hold a public hearing on the aforementioned zoning amendment with publication in a newspaper of general circulation with 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 hereby approves the application for a Zoning Code Amendment to Part Eleven – Zoning Code, Section 1123.19 Enclosed Accessory Structures in the Suburban Residential District (SRD), Village Residential District (VRD), Neighborhood Commercial District (NCD) and Agricultural Residential District (ARD), as set forth in Exhibit A.

SECTION II. The Clerk of Council shall cause the Planning and Zoning Code of the Codified Ordinances to be amended accordingly.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING CODE AMENDMENT TO PART ELEVEN – ZONING CODE, SECTION 1123.19 ENCLOSED ACCESSORY STRUCTURES IN SRD, VRD, NCD AND ARD.

WHEREAS, on December 3, 2024, the City Planning Commission has reviewed an application for a Zoning Code Amendment to Part Eleven - Zoning Code, Section 1123.19 Enclosed Accessory Structures in SRD, VRD, NCD and ARD as set forth in Appendix A, incorporated herein; and

WHEREAS, The City Planning Commission recommended APPROVAL for the Zoning Code Amendment, which is set forth in Appendix A, 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 Part Eleven - Zoning Code, Section 1123.19 Enclosed Accessory Structures in SRD, VRD, NCD and ARD be **APPROVED** in accordance with this Resolution.

Passed 12-03-2024

Chairman of Planning Commission

ATTEST:

Planning and Development Manager, Ashley Gaver

SECTION 1123.19 ENCLOSED ACCESSORY STRUCTURES IN SRD, VRD, NCD AND ARD

d.) **Accessory Dwelling Units (ADUs) in SRD, VRD, ARD, UT and USF.** Accessory dwelling units must be located, developed and operated in compliance with the following development standards:

i. **All ADU's shall require a Conditional Use Permit through an application to the Planning Commission.**

ii. **Planned Unit Developments (PUDs).** No Accessory Dwelling Units shall be located within a Planned Unit Development unless the use is listed as an accessory use within the PUD. Any amendments to modify the permitted accessory uses to an existing PUD shall follow the City's PUD amendment process.

iii. **Design Standards**. An accessory dwelling unit shall have an exterior which meets these standards and is compatible in appearance to the principal residential building on the parcel. Compatibility shall be determined based upon the following criteria: exterior building materials, color, architecture, roof style, and siding.

iv. **Location**. Accessory Dwelling Units shall be located in compliance with the following standards:

1. Attached. Constructed as an addition to either the side or rear of the principal residential building with a separate egress. ~~**All ADUs shall not involve the conversation of any space originally constructed to serve as the home's primary garage space.**~~
2. Detached. Constructed as an entirely separate structure than the principal residential building located on the side or rear of the principal residential building. ~~**All ADUs shall not involve the conversation of any space originally constructed to serve as the home's primary garage space.**~~

   Setbacks: Refer to the principal structure regulations in the typology chart of the corresponding zoning district.

v. **Maximum Number of Accessory Dwelling Units per Parcel.** Not more than one (1) Accessory Dwelling Unit shall be constructed per parcel.

vi. **Size**.

1. Attached. Shall not exceed more than eight hundred fifty (850) square feet of living space.
2. Detached. Shall not exceed more than nine hundred fifty (950) square feet of living space or not to exceed the principal structure floor area, whichever is less.

vii. **Height**. Accessory Dwelling Units shall comply with the following height requirements:

1. Attached. Shall be subject to the principal structure height requirements under the typology chart of the corresponding zoning district, or the height of the principal structure, whichever is less.
2. Detached. Shall not exceed thirty (30) feet in height, or the height of the principal structure, whichever is less.

viii. **Parking Requirements**. A minimum of one (1) additional off-street parking space is required for each accessory dwelling structure on a parcel.

ix. **Review Process**. **Following approval from the Planning Commission for a conditional use permit, applicants shall apply to the Design Review Board for approval.**

Terry Emery

ORDINANCE _____

TO AMEND THE GEOGRAPHICAL BOUNDARY OF THE DESIGNATED OUTDOOR REFRESHMENT AREA, KNOWN AS THE MARYSVILLE OUTDOOR REFRESHMENT AREA "MORA" IN THE CITY OF MARYSVILLE

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 Ordinance 03-19; and

WHEREAS, on April 11, 2022, the geographical boundary of the Designated Outdoor Refreshment Area, along with the hours, was amended by Ordinance 16-22; and

WHEREAS, notice of the proposed amendment of the geographical boundary 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. No additional personnel will be needed to ensure public safety in the area and to execute the sanitation plan.

SECTION III. Upon the effective date of this Ordinance, the Clerk of Council shall promptly provide the map of the amended territory of the Designated Outdoor Refreshment Area to the Division of Liquor Control and to the Investigative Unit of the Department of Public Safety.

1st Reading _____

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

MORA Expansion Boundary Description

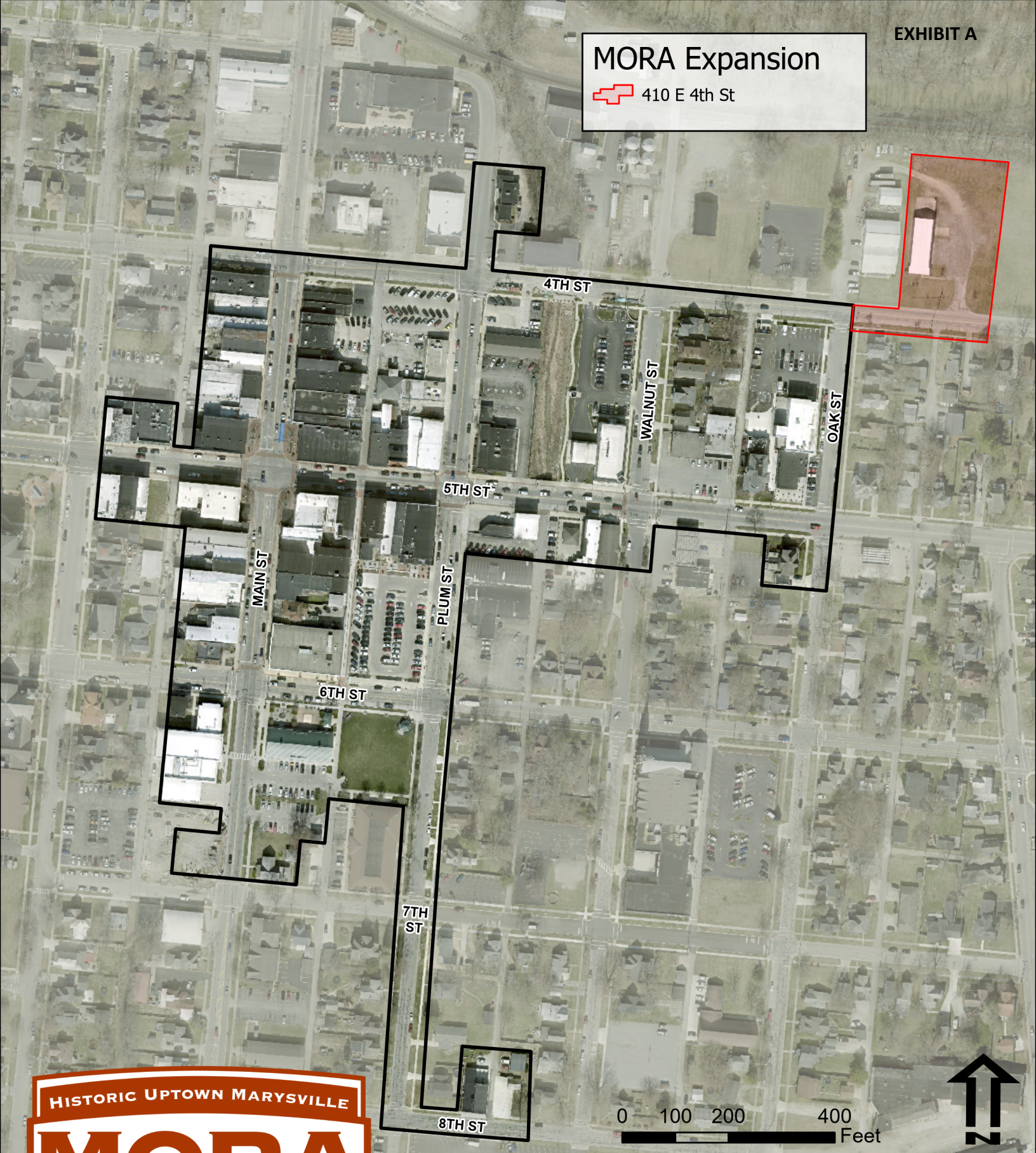
East 4th Street Expansion Boundary

- Consisting of an area beginning at the northeastern limits of the existing MORA boundary (intersection of Oak Street and East 4th Street) and heading east along East 4th Street encompassing the East 4th Street right-of-way and the property at 410 East 4th Street (Happenstance Brewing Project).

EXHIBIT A

MORA Expansion

410 E 4th St



HISTORIC UPTOWN MARYSVILLE

MORA

OUTDOOR REFRESHMENT AREA

City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
(937) 645-7350
www.marysvilleohio.org

NOTE: This map is a resource to be used for general information purposes only. The City of Marysville shall assume no liability for any errors, omissions, or inaccuracies in the information provided.

All GIS data layers are referenced in the Ohio State Plane Coordinate System, Horizontal - North American Datum (NAD) 83 (95) Vertical - North American Datum Vertical Datum (NAVD) 88, Units - Surveyors Feet.

All data has been developed from public records that are constantly undergoing change and is not warranted for content, completeness, or accuracy. The City of Marysville does not warrant, guarantee or represent the data to be fit for a particular use or purpose.

GIS@marysvilleohio.org

Terry Emery

ORDINANCE _____

TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION FOR THE CONSTRUCTION OF THE RESERVOIR CONNECTOR TRAIL PHASE 2 PROJECT

WHEREAS, line items are needed to fund the construction of the Reservoir Connector Trail Phase 2 project in the amount of $244,000; and

WHEREAS, the Reservoir Connector Trail Phase 2 project creates a connection from the Jim Simmons Trail to the City's Reservoir Park Trail, by providing a safe pedestrian crossing across Raymond Road, along with a concrete staircase up the side of the above ground Reservoir, connecting the two trail systems; and

WHEREAS, City received $300,000 in funding through House Bill No. 2 of the 135th General Assembly of the State of Ohio, for the construction of the Reservoir Connector Trail Phase 2 project. The Grant Agreement, executed on November 8, 2024, is named the Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant through the Ohio Department of Natural Resources; and

WHEREAS, City opened Bids on December 20, 2024, with a lowest and best bid amount of $219,501.87; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That the appropriations are to be increased, as follows:

Account	Line Item Description	Amount	Purpose
439015-415458	Grant Funds	$244,000	To account for grant funds from ODNR
439400-557001	Capital Improvement	$244,000	Fund the construction of the Reservoir Connector Trail Phase 2

SECTION II. That the 2025 Annual Operating Budget of the City of Marysville be amended as identified above.

Terry Emery

1st Reading January 13, 2025

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

ORDINANCE _____

TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT KNOWN AS THE MEMORIAL HEALTH, JEROME VILLAGE EXPANSION AMENDMENT

WHEREAS, Ohio Revised Code Chapter 715 (the "Act") empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, pursuant to the Act and Ordinance No. 035-2022, passed by the City Council (the "Council") on June 13, 2022, the City of Marysville, Union County, Ohio (the "City") is party to the Marysville-Jerome Township Joint Economic Development District Agreement dated August 8, 2022 (the "Agreement") by and between the City and Jerome Township, Union County, Ohio (the "Township"), which Agreement creates and provides for the operation of a joint economic development district (the "District") known as the Marysville-Jerome Township Joint Economic Development District which is attached and incorporated herein as Exhibit A; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the Township and the City now desire to amend the Agreement to add certain additional real property identified by the County Auditor of Union County, Ohio, by Permanent Parcel Number 14-00090110000 (the "Memorial Health, Jerome Village Amendment") to the territory of the District, a form of which is attached hereto as Exhibit B; and

WHEREAS, the City and the Township now desire to amend the Agreement to add the Memorial Health, Jerome Village Amendment to the territory of the District by approving the Memorial Health, Jerome Village Amendment (the "JEDD Amendment"); and

WHEREAS, Memorial Health desires to develop the Memorial Health, Jerome Village Amendment (Exhibit B), as the case may be, for commercial purposes (the "Project") at sites within the boundaries of the Township, provided that the appropriate economic development incentives are available to support the economic viability of such Projects; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the City conducted a public hearing regarding the JEDD Amendments on January 27, 2025, with appropriate public notice, and made available for public examination all documents required by law for review as shown in Attachment A; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The Council approves the JEDD Amendments in substantially the forms attached to this Ordinance as Exhibits B and C, and authorizes the City Manager to sign the JEDD Amendments. The City Manager and the Clerk of Council are jointly authorized to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Ordinance.

SECTION II. The Clerk of Council shall retain on file a copy of the JEDD Amendments and their exhibits, including (i) the depictions and identification of the parcel(s) constituting the Ohio Health Expansion Additional Property; and (ii) Ohio Revised Code Section 715.72 as effective on the date of the executed JEDD Amendments.

SECTION III. This Council hereby finds and determines that all formal actions of this Council concerning and relating to the adoption 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 those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

1st Reading January 13, 2025

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
Law Director

ATTEST:

_____
CLERK OF COUNCIL

AMENDMENT TO CITY OF MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

(Memorial Health, Jerome Village)

This Amendment to City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Amendment") is executed [_____], 202__ (the "Effective Date") by and among the City of Marysville, Ohio (the "City"), and Jerome Township, Union County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the "Township").

RECITALS:

A. Pursuant to Ohio Revised Code ("R.C.") Chapter 715, including particularly R.C. 715.72 of current law (the "JEDD Act"), the City and Township executed the City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Original JEDD Contract") effective August 8, 2022. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the City of Marysville-Jerome Township Joint Economic Development District, as amended and expanded to date (referred to herein as "JEDD," or the "District").

B. The Township and City have amended and expanded the JEDD Area since the initial adoption of the JEDD Contract.

C. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") currently imposes a 1.50% tax on income withheld from employees working within the JEDD Area and on net business profits from operations within the JEDD Area.

D. Memorial Ohio Properties II, LLC ("Memorial Health") has acquired and desires to develop a parcel of land for commercial purposes (the "Project" or "Project Area") at a site within the boundaries of the Township (the "Memorial Health Additional Property," which is further described on the attached Exhibit B and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The Memorial Health Additional Property is located outside of the current JEDD Area. The current JEDD Area and the Memorial Health Additional Property are referred to collectively herein as the "Expanded JEDD Area."

E. The City, Township, and Memorial Health desire to facilitate the addition of the Memorial Health Additional Property to the JEDD Area.

F. Ohio Revised Code Section 715.72(L) and Section 5 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the JEDD Area.

G. The City and Township have complied with all procedures of the JEDD Act related to the addition of the Memorial Health Additional Property to the JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), Memorial Health has submitted or caused to be submitted, and the Township and the City have received the required property owner and business owner petitions (if any) (the "Petitions") necessary to add the Memorial Health Additional Property to the JEDD Area.

I. Attached as Exhibit C pursuant to R.C. Section 715.72(F)(3) is an updated economic development plan for the JEDD, which includes the requisite information relating to infrastructure and services for the Expanded JEDD Area, if applicable, under R.C. Section 715(F)(8).

J. Pursuant to Ordinance No. _____ , passed _____, 202_, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. _____, passed _____, 202_, the Board of Township Trustees of the Township has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Adding the Memorial Health Additional Property to the JEDD.

Pursuant to Section 5 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Memorial Health Additional Property within the Expanded JEDD Area. The territorial boundaries of the Memorial Health Additional Property are depicted and identified in Exhibit B attached hereto and incorporated by reference into this Amendment. The territory of the Original JEDD Contract, as amended, is otherwise unchanged.

The Memorial Health Additional Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Memorial Health Additional Property as of the date hereof.

Pursuant to the Township Resolution and the City Ordinance, the owner of the Memorial Health Additional Property has given its consent to the inclusion within the Expanded JEDD Area of certain real properties depicted and identified in Exhibit B hereto, which also identifies the applicable zoning restrictions with respect to the Memorial Health Additional Property.

Section 2. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Amendment shall remain in full force and effect.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 4. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

IN WITNESS WHEREOF, the City and Township have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

CITY OF MARYSVILLE, OHIO

By: _____

Its: _____

Approved as to form:

_____
City Law Director

BOARD OF TRUSTEES OF JEROME TOWNSHIP, UNION COUNTY, OHIO

By:_____
Trustee

By:_____
Trustee

By:_____
Trustee

Approved as to form:

_____
Township Legal Counsel

EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

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 [8TH] day of [AUGUST], 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 [5-26], 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. [035-2022] enacted by the City on [6-13], 2022, and Resolution No. [22-072], adopted by the Township on [8-1], 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, or a designee of the City Manager.

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: [9-6], 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: August 01, 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

MAP OF TERRITORY TO BE INCLUDED IN
CITY OF MARYSVILLE-JEROME TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT

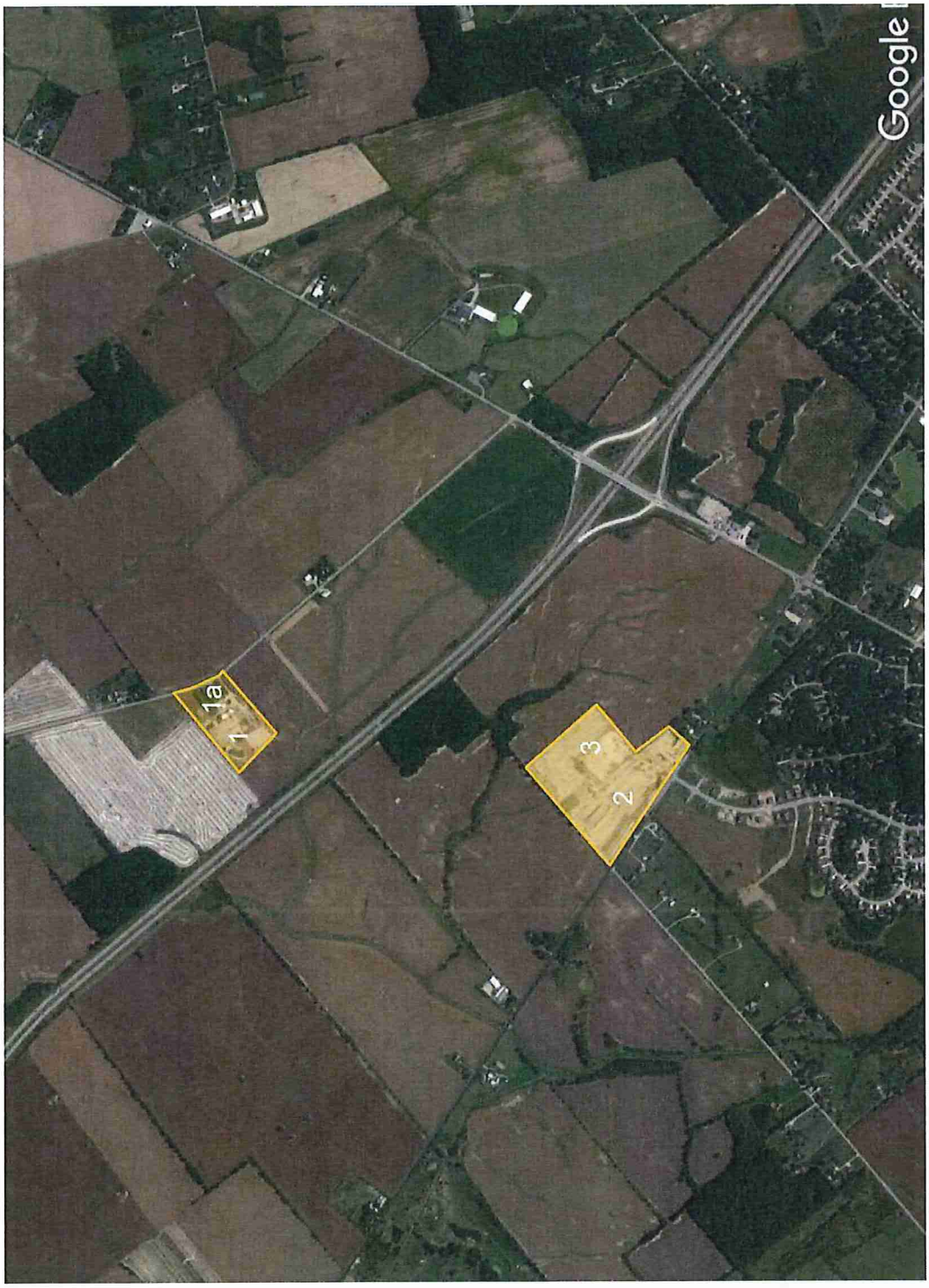


EXHIBIT B

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
1400060110000
1400070610000
1400060190000

EXHIBIT C

OHIO REVISED CODE SECTION
715.72 EFFECTIVE AS OF DATE OF PETITION

(A) As used in this section:

(1) "Contracting parties" means one or more municipal corporations, one or more townships, and, under division (D) of this section, one or more counties that have entered into a contract under this section to create a joint economic development district.

(2) "District" means a joint economic development district created under this section.

(3) "Contract for utility services" means a contract under which a municipal corporation agrees to provide to a township or another municipal corporation water, sewer, electric, or other utility services necessary to the public health, safety, and welfare.

(4) "Business" means a sole proprietorship, a corporation for profit, a pass-through entity as defined in section 5733.04 of the Revised Code, the federal government, the state, the state's political subdivisions, a nonprofit organization, or a school district.

(5) "Owner" means a partner of a partnership, a member of a limited liability company, a majority shareholder of an S corporation, a person with a majority ownership interest in a pass-through entity, or any officer, employee, or agent with authority to make decisions legally binding upon a business.

(6) "Record owner" means the person or persons in whose name a parcel is listed on the tax list or exempt list compiled by the county auditor under section 319.28 or 5713.08 of the Revised Code.

(7) A business "operates within" a district if the net profits of the business or the income of employees of the business would be subject to an income tax levied within the district.

(8) An employee is "employed within" a district if any portion of the employee's income would be subject to an income tax levied within the district.

(9) "Mixed-use development" means a real estate project that tends to mitigate traffic and sprawl by integrating some combination of retail, office, residential, hotel, recreation, and other functions in a pedestrian-oriented environment that maximizes the use of available space by allowing members of the community to live, work, and play in one architecturally expressive area with multiple amenities.

(10) "Water or sewer service plan or agreement" means either of the following:

(a) A state water quality management plan adopted by the Ohio environmental protection agency or another authorized planning agency pursuant to 33 U.S.C. 1288 and 1313 that contemplates that a non-contracting municipal corporation will provide sanitary sewer disposal services to an area within a proposed joint economic development district;

(b) A binding agreement between a municipal corporation and a third-party water or sanitary sewer services provider, including another municipal corporation or other public or private provider, that provides that a non-contracting municipal corporation or another provider that is not a contracting party will provide water or sanitary sewer services to an area within a proposed joint economic development district.

(11) "Non-contracting municipal corporation" means a municipal corporation that is not a contracting party.

(B) This section provides alternative procedures and requirements to those set forth in sections 715.70 and 715.71 of the Revised Code for creating and operating a joint economic development district. This section applies to municipal corporations and townships that are located in the same county or in adjacent counties.

(C) One or more municipal corporations, one or more townships, and, under division (D) of this section, one or more counties may enter into a contract pursuant to which they designate one or more areas as a joint economic development district for the purpose of facilitating economic development and redevelopment, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people in this state and in the area of the contracting parties.

(1) Except as otherwise provided in division (C)(2) of this section, the territory of each of the contracting parties shall be contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township, municipal corporation, or county that is contiguous to another contracting party, even if the intervening township or municipal corporation is not a contracting party.

(2) Contracting parties that have entered into a contract under section 715.70 or 715.71 of the Revised Code creating a joint economic development district prior to November 15, 1995, may enter into a contract under this section even if the territory of each of the contracting parties is not contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township or municipal corporation that is contiguous to another contracting party as otherwise required under division (C)(1) of this section. The contract and district shall meet the requirements of this section.

(D) If, on or after December 30, 2008, but on or before June 30, 2009, one or more municipal corporations and one or more townships enter into a contract or amend an existing contract under this section, one or more counties in which all of those municipal corporations or townships are located also may enter into the contract as a contracting party or parties.

(E)(1) The area or areas to be included in a joint economic development district shall meet all of the following criteria:

(a) The area or areas shall be located within the territory of one or more of the contracting parties and may consist of all of the territory of any or all of the contracting parties.

(b) No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.

(c) The area or areas shall not include any parcel of land owned in fee by or leased to a municipal corporation or township, unless the municipal corporation or township is a contracting party or has given its consent to have the parcel of land included in the district by the adoption of an ordinance or resolution.

(d) The area or areas shall not include any parcel of land excluded pursuant to division (J)(2) of this section.

(2) The contracting parties may designate excluded parcels within the boundaries of the joint economic development district. Excluded parcels are not part of the district and persons employed or residing on such parcels shall not be subject to any income tax imposed within the district under division (F)(5) of this section.

(F)(1) The contract creating a joint economic development district shall provide for the amount or nature of the contribution of each contracting party to the development and operation of the district and may provide for the sharing of the costs of the operation of and improvements for the district. The contributions may be in any form to which the contracting parties agree and may include, but are not limited to, the provision of services, money, real or personal property, facilities, or equipment.

(2) The contract may provide for the contracting parties to share revenue from taxes levied by one or more of the contracting parties if those revenues may lawfully be applied to that purpose under the legislation by which those taxes are levied.

(3) The contract shall include an economic development plan for the district that consists of a schedule for the provision of new, expanded, or additional services, facilities, or improvements. The contract may provide for expanded or additional capacity for or other enhancement of existing services, facilities, or improvements.

(4) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under division (P) of this section and shall designate procedures consistent with that division for appointing members to the board. The contract shall enumerate rules to govern the board in carrying out its business under this section.

(5)(a) The contract may grant to the board the power to adopt a resolution to levy an income tax within the entire district or within portions of the district designated by the contract. The income tax shall be used to carry out the economic development plan for the district or the portion of the district in which the tax is levied and for any other lawful purpose of the contracting parties pursuant to the contract, including the provision of utility services by one or more of the contracting parties.

(b) An income tax levied under this section shall be based on both the income earned by persons employed or residing within the district and the net profit of businesses operating within the district.

Except as provided in this section, the income tax levied within the district is subject to Chapter 718. of the Revised Code, except that no vote shall be required. The rate of the income tax shall be no higher than the highest rate being levied by a municipal corporation that is a contracting party.

(c) If the board adopts a resolution to levy an income tax, it shall enter into an agreement with a municipal corporation that is a contracting party to administer, collect, and enforce the income tax on behalf of the district.

(d) A resolution levying an income tax under this section shall require the contracting parties to annually set aside a percentage, to be stated in the resolution, of the amount of the income tax collected for the long-term maintenance of the district.

(e) An income tax levied under this section shall apply in the district or the portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district. The tax shall not apply to any persons employed or residing on a parcel excluded from the district under division (E)(2) of this section.

(6) If there is unincorporated territory in the district, the contract shall specify that restrictions on annexation proceedings under division (R) of this section apply to such unincorporated territory. The contract may prohibit proceedings under Chapter 709. of the Revised Code proposing the annexation to, merger of, or consolidation with a municipal corporation that is a contracting party of any unincorporated territory within a township that is a contracting party during the term of the contract regardless of whether that territory is located within the district.

(7) The contract may designate property as a community entertainment district, or may be amended to designate property as a community entertainment district, as prescribed in division (D) of section 4301.80 of the Revised Code. A contract or amendment designating a community entertainment district shall include all information and documentation described in divisions (B)(1) to (6) of section 4301.80 of the Revised Code. The public notice required under division (I) of this section shall specify that the contract designates a community entertainment district and describe the location of that district. Except as provided in division (F) of section 4301.80 of the Revised Code, an area designated as a community entertainment district under a joint economic development district contract shall not lose its designation even if the contract is canceled or terminated.

(8) If any part of the district is located either within one-half of one mile of a non-contracting municipal corporation or within an area covered by or subject to a water or sewer service plan or agreement, the contract shall include all of the following:

(a) A preliminary estimate of the costs of providing public utility services, facilities, and improvements to the district, prepared by a professional engineer;

(b) An analysis of the anticipated sources for funding the costs of the public utilities infrastructure needed to serve the district and a projection of when such funds will be available and when such costs are likely to be incurred;

(c) Evidence or estimates indicating that the construction of the public utility infrastructure needed to serve at least some portion of the district will be completed within five years after the creation of the district.

(G) The contract creating a joint economic development district shall continue in existence throughout its term and shall be binding on the contracting parties and on any parties succeeding to the contracting parties, whether by annexation, merger, or consolidation. Except as provided in division (H) of this section, the contract may be amended, renewed, or terminated with the approval of the contracting parties or any parties succeeding to the contracting parties. If the contract is amended to add or remove an area to or from an existing district, the amendment shall be adopted in the manner prescribed under division (L) of this section.

(H) If two or more contracting parties previously have entered into a separate contract for utility services, then amendment, renewal, or termination of the separate contract for utility services shall not constitute any part of the consideration for the contract creating a joint economic development district. A contract creating a joint economic development district shall be rebuttably presumed to violate this division if it is entered into within two years prior or five years subsequent to the amendment, renewal, or termination of a separate contract for utility services that two or more contracting parties previously have entered into. The presumption stated in this division may be rebutted by clear and convincing evidence of both of the following:

(1) That other substantial consideration existed to support the contract creating a joint economic development district;

(2) That the contracting parties entered into the contract creating a joint economic development district freely and without duress or coercion related to the amendment, renewal, or termination of the separate contract for utility services.

A contract creating a joint economic development district that violates this division is void and unenforceable.

(I)(1) Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township, or county, as applicable. During the thirty-day period prior to the public hearing and until the date that an ordinance or resolution is adopted under division (K) of this section to approve the joint economic development district contract, all of the following documents shall be available for public inspection in the office of the clerk of the legislative authority of a municipal corporation

and county that is a contracting party and in the office of the fiscal officer of a township that is a contracting party:

(a) A copy of the contract creating the district, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements described in division (F)(3) of this section;

(b) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number, provided for under section 319.28 of the Revised Code, of any parcel located within the boundaries of the joint economic development district and excluded from the district under division (E)(2) of this section;

(c) If the contract authorizes the board of directors of the district to adopt a resolution to levy an income tax within the district or within portions of the district, a schedule for the collection of the tax.

(2) At least thirty days before the first public hearing is to be held by one or more legislative authorities on a proposed district, notice shall be sent in writing to each non-contracting municipal corporation that is located within one-half of one mile of the proposed district or that is identified in a water or sewer service plan or agreement as a future provider of water or sewer services to all or part of the proposed district.

(3) A public hearing held under this division shall allow for public comment and recommendations on the contract and district. The contracting parties may include in the contract any of those recommendations prior to approval of the contract.

(J)(1) Before any of the contracting parties approves a contract under division (K) of this section, the contracting parties shall circulate one or more petitions to record owners of real property located within the proposed joint economic development district and owners of businesses operating within the proposed district. The petitions shall state that all of the documents described in divisions (I)(1)(a) to (c) of this section are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The petitions shall clearly indicate that, by signing the petition, the record owner or owner consents to the proposed joint economic development district.

A contracting party may send written notice of the petitions by certified mail with return receipt requested to the last known mailing addresses of any or all of the record owners of real property located within the proposed district or the owners of businesses operating within the proposed district. The contracting parties shall equally share the costs of complying with this division.

(2) If any portion of property located within the proposed joint economic development district is also either located within one-half of one mile of a non-contracting municipal corporation or covered by or subject to a water or sewer service plan or agreement under which a non-contracting municipal corporation is identified as a future provider of water or sewer services to

all or part of the proposed district, then that property and any property contiguous to that property if owned by the same person shall be excluded from the joint economic development district unless the owner of the property signs the petition.

(K)(1) After the public hearings required under division (I) of this section have been held and the petitions described in division (J) of this section have been signed by the majority of the record owners of real property located within the proposed joint economic development district and by a majority of the owners of businesses, if any, operating within the proposed district, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving the district contract, each contracting party shall give notice of the proposed district to all of the following:

(a) Each record owner of real property to be included in the district and in the territory of that contracting party who did not sign the petitions described in division (J) of this section;

(b) An owner of each business operating within the district and in the territory of that contracting party no owner of which signed the petitions described in division (J) of this section.

(2) Such notices shall be given by certified mail and shall specify that the property or business is located within an area to be included in the district and that all of the documents described in divisions (I)(1)(a) to (c) of this section are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The contracting parties shall equally share the costs of complying with division (K) of this section.

(L)(1) The contracting parties may amend the joint economic development district contract to add any area that was not originally included in the district if the area satisfies the criteria prescribed under division (E) of this section. The contracting parties may also amend the district contract to remove any area originally included in the district or exclude one or more parcels located within the district pursuant to division (E)(2) of this section.

(2) An amendment adding an area to a district, removing an area from the district, or excluding one or more parcels from the district may be approved only by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment and provide notice in the manner required under division (I) of this section for original contracts. The contracting parties shall make available for public inspection a copy of the amendment, a description of the area to be added, removed, or excluded to or from the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

(3) Before adopting a resolution or ordinance approving the addition of an area to the district, the contracting parties shall circulate petitions to the record owners of real property located within the proposed addition to the district and owners of businesses operating within the proposed addition to the district in the same manner required under division (J) of this section for original contracts. The contracting parties may notify such record owners of real property and owners of

businesses that the petitions are available for signing in the same manner provided by that division. The contracting parties shall equally share the costs of complying with this division.

(4) The contracting parties to a joint economic development district may vote to approve an amendment to the district contract under this division after the public hearings required under division (L)(2) of this section are completed and, if the amendment adds an area or areas to the district, the petitions required under division (L)(3) of this section have been signed by the majority of record owners of real property located within the area or areas added to the district and by a majority of the owners of businesses, if any, operating within the proposed addition to the district.

(5) Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving an amendment adding one or more areas to the district, each contracting party shall give notice of the addition to all of the following:

(a) Each record owner of real property to be included in the addition to the district and in the territory of that contracting party who did not sign the petitions described in division (L)(3) of this section;

(b) An owner of each business operating within the addition to the district and in the territory of that contracting party no owner of which signed the petitions described in division (L)(3) of this section.

The contracting parties shall equally share the costs of complying with division (L)(5) of this section.

(M)(1) A board of township trustees that is a party to a contract creating a joint economic development district may choose not to submit its resolution approving the contract to the electors of the township if all of the following conditions are satisfied:

(a) The resolution has been approved by a unanimous vote of the members of the board of township trustees or, if a county is one of the contracting parties under division (D) of this section, the resolution has been approved by a majority vote of the members of the board of township trustees;

(b) The contracting parties have circulated petitions as required under division (J) of this section and obtained the signatures required under division (L) of this section;

(c) The territory to be included in the proposed district is zoned in a manner appropriate to the function of the district.

(2) If the board of township trustees has not invoked its authority under division (M)(1) of this section, the board, at least ninety days before the date of the election, shall file its resolution approving the district contract with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election.

(3) Any contract creating a district in which a board of township trustees is a party shall provide that the contract is not effective before the thirty-first day after its approval, including approval by the electors of the township if required by this section.

(4) If the board of township trustees invokes its authority under division (M)(1) of this section and does not submit the district contract to the electors for approval, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution approving the district contract. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least ninety days after certification of the resolution.

(N) The ballot respecting a resolution to create a district or a referendum of such a resolution shall be in the following form:

"Shall the resolution of the board of township trustees approving the contract with ..... (here insert name of every other contracting party) for the creation of a joint economic development district be approved?

FOR THE RESOLUTION AND CONTRACT

AGAINST THE RESOLUTION AND CONTRACT"

If a majority of the electors of the township voting on the issue vote for the resolution and contract, the resolution shall become effective immediately and the contract shall go into effect on the thirty-first day after the election or thereafter in accordance with terms of the contract.

(O) Upon the creation of a district under this section, one of the contracting parties shall file a copy of each of the following documents with the director of development:

(1) All of the documents described in divisions (I)(1)(a) to (c) of this section;

(2) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;

(3) Documentation from each contracting party that the public hearings required by division (I) of this section have been held, the date of the hearings, and evidence that notice of the hearings was published as required by that division;

(4) A copy of the signed petitions required under divisions (J) and (K) of this section.

(P) A board of directors shall govern each district created under this section.

(1) If there are businesses operating and persons employed within the district, the board shall be composed of the following members:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the owners of businesses operating within the district;

(d) One member representing the persons employed within the district;

(e) One member representing the counties that are contracting parties, or, if no contracting party is a county, one member selected by the members described in divisions (P)(1)(a) to (d) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(1)(a) of this section shall serve a term of one year; the member described in division (P)(1)(b) of this section shall serve a term of two years; the member described in division (P)(1)(c) of this section shall serve a term of three years; and the members described in divisions (P)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (P)(1)(e) of this section shall serve as chairperson of the board described under division (P)(1) of this section.

(2) If there are no businesses operating or persons employed within the district, the board shall be composed of the following members:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the counties that are contracting parties, or if no contracting party is a county, one member selected by the members described in divisions (P)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(2)(a) of this section shall serve a term of one year; the member described in division (P)(2)(b) of this section shall serve a term of two years; and the member described in division (P)(2)(c) of this section shall serve a

term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (P)(2)(c) of this section shall serve as chairperson of a board described under division (P)(2) of this section.

(3) A board described under division (P)(1) or (2) of this section has no powers except as described in this section and in the contract creating the district.

(4) Membership on the board of directors of a joint economic development district created under this section is not the holding of a public office or employment within the meaning of any section of the Revised Code prohibiting the holding of other public office or employment. Membership on such a board is not a direct or indirect interest in a contract or expenditure of money by a municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law to the contrary, no member of a board of directors of a joint economic development district shall forfeit or be disqualified from holding any public office or employment by reason of membership on the board.

(5) The board of directors of a joint economic development district is a public body for the purposes of section 121.22 of the Revised Code. Chapter 2744. of the Revised Code applies to such a board and the district.

(Q)(1) On or before the date occurring six months after the effective date of the district contract, an owner of a business operating within the district may, on behalf of the business and its employees, file a complaint with the court of common pleas of the county in which the majority of the territory of the district is located requesting exemption from any income tax imposed by the board of directors of the district under division (F)(5) of this section if all of the following apply:

(a) The business operated within an unincorporated area of the district before the effective date of the district contract;

(b) No owner of the business signed a petition described in division (J) of this section;

(c) Neither the business nor its employees has derived or will derive any material benefit from the new, expanded, or additional services, facilities, or improvements described in the economic development plan for the district, or the material benefit that has, or will be, derived is negligible in comparison to the income tax revenue generated from the net profits of the business and the income of employees of the business.

The legislative authority of each contracting party shall be made a party to the proceedings and the business owner filing the complaint shall serve notice of the complaint by certified mail to each such contracting party. The court shall not accept any complaint filed more than six months after the effective date of the district contract.

(2) Any or all of the contracting parties may submit a written answer to the complaint submitted under division (Q)(1) of this section to the court within thirty days after notice of the complaint was served upon them. Such a contracting party shall submit to the court, along with the answer, documentation sufficient to prove that the contracting party sent copies of the answer to the owner of the business who filed the complaint.

(3) The court shall review each complaint submitted by a business owner under division (Q)(1) of this section and each answer submitted by a contracting party under division (Q)(2) of this section. The court may make a determination on the record and the evidence thus submitted, or it may conduct a hearing and request the presence of the business owner and the contracting parties to present evidence relevant to the complaint. The court shall make a determination on the complaint not sooner than thirty days but not later than sixty days after the complaint is filed by the business owner. The court may make a determination more than sixty days after the complaint is filed if the business owner and all contracting parties to the district consent.

(4) The court shall grant the exemption requested in the complaint if all of the criteria described in divisions (Q)(1)(a) to (c) of this section are met.

(5) If all the criteria described in divisions (Q)(1)(a) to (c) of this section are not met, the court shall deny the complaint and the exemption.

(6) The court shall send notice of the determination with respect to the complaint to the owner of the business and each contracting party. If the court grants the exemption, the net profits of the business from operations within the district and the income of its employees from employment within the district are exempt from any income tax imposed by the board of directors of the district. If the court denies the exemption, the net profits of the business and the income of its employees shall be taxed according to the terms of the district contract and any taxes, penalties, and interest accrued before the date of the court's determination shall be paid in full. In addition, no owner of the business may submit another complaint under division (Q)(1) of this section for the same district contract. The court's determination on a complaint filed under division (Q) of this section is final.

(7) Chapter 2506. of the Revised Code does not apply to the proceedings described in division (Q) of this section.

(R)(1) No proceeding pursuant to Chapter 709. of the Revised Code that proposes the annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within a joint economic development district may be commenced at any time between the effective date of the contract creating the district and the date the contract expires, terminates, or is otherwise rendered unenforceable. This division does not apply if each board of township trustees whose territory is included within the district and whose territory is proposed to be annexed, merged, or consolidated adopts a resolution consenting to the commencement of the proceeding. Each such board of township trustees shall file a copy of the resolution with the clerk of the legislative authority of each county within which a contracting party is located.

(2) The contract creating a joint economic development district may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the period described in division (R)(1) of this section.

(3) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district because of annexation, merger, or consolidation.

(S) Contracting parties may enter into agreements pursuant to the contract creating a joint economic development district with respect to the substance and administration of zoning and other land use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose. No contract, however, shall exempt the territory within the district from the procedures of land use regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

(T) The powers granted under this section are in addition to and not in the derogation of all other powers possessed by or granted to municipal corporations, townships, and counties pursuant to law.

(1) When exercising a power or performing a function or duty under a contract entered into under this section, a municipal corporation may exercise all the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the district, pursuant to and to the extent consistent with the contract.

(2) When exercising a power or performing a function or duty under a contract entered into under division (D) of this section, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the district pursuant to and to the extent consistent with the contract.

(3) When exercising a power or performing a function or duty under a contract entered into under this section, a township may exercise all the powers of a township, and may perform all the functions and duties of a township, within the district, pursuant to and to the extent consistent with the contract.

(U) No political subdivision shall grant any tax exemption under Chapter 1728. or section 3735.67, 5709.62, 5709.63, or 5709.632 of the Revised Code on any property located within the district without the consent of all the contracting parties. The prohibition against granting a tax exemption under this section does not apply to any exemption filed, pending, or approved before the effective date of the contract entered into under this section.

Last updated July 14, 2021 at 4:12 PM

Available Versions of this Section
December 30, 2008 – Senate Bill 129 - 127th General Assembly [View December 30, 2008 Version]

EXHIBIT C

September 13, 2016 – Amended by House Bill 182 - 131st General Assembly [View September 13, 2016 Version]
September 30, 2021 – Amended by House Bill 110 - 134th General Assembly [View September 30, 2021 Version]

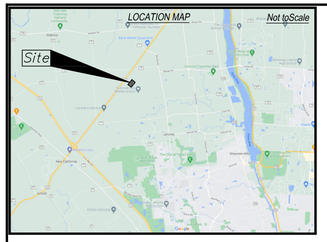
EXHIBIT B

DEPICTION OF JEDD EXPANSION

(attached hereto)

The real estate is situated in the County of Union and State of Ohio being 4.241 acres of land, consisting of a portion of tax parcel 14-0009011.0000, within the Planned Development District zoning district (including any subsequent combinations and/or subdivisions of such current parcel numbers) and having the following legal description:

[To be attached]



Flood Insurance Note:

The lot delineated on this plat is located in Zone "X" on F.E.M.A. community panel No. 39159C0390D dated December 12, 2008 and is therefore not located in a special flood hazard zone.

Utility Owners

Electric: First Energy
420 York Street
Springfield, Ohio 45505

Sanitary Sewer
Treatment: City of Marysville
12901 Beecher-Gamble Road
Marysville, Ohio 43040

Sanitary Sewer
Collection: Jerome Village Community Authority
7875 Ryan Parkway
Plain City, Ohio 43064

Water: City of Marysville
209 S. Main Street
Marysville, Ohio 43040

LEGEND

- Building/Wall
- Curb
- Curb and Gutter
- Pavement/Walk
- 8"W — Water line (Size as noted)
- 6"G — Gas Line (Size as noted)
- Combined Sewer (Size as noted)
- 8"SAN — Sanitary Sewer (Size as noted)
- 24"STM — Storm Sewer(Size as noted)
- Manhole
- Curb Inlet (or)
- Valve
- Telephone Pole
- Telephone Manhole
- Power Pole w/ guy anchor
- Light Pole
- OHT — Overhead Telephone
- OHE/T/L — Overhead Electric/Telephone/Lighting
- T — Buried Telephone
- OHE — Overhead Electric
- Property Line
- Further route of utility unknown
- Handicap Parking Space
- ADA/Handicap Ramp
- Sign
- Bushes/Tree
- (rec) — Information Obtained From Record Plan
- (Ab) — Abandoned Utility
- Mag Nail Found
- Mag Nail Set
- 5/8"x30" Iron Pin Set with yellow plastic i.d. cap bearing the inscription "Korda Engineering".
- Iron Pin Found
- Iron Pipe Found
- Survey Nail Found
- Sprinkler valve
- Fence
- R/W — Right of Way Line
- Easement Line

Not all symbols necessarily used



Notes:

1. All underground utility locations are shown as accurately as possible based on surface evidence (valves and manholes), markings found in the field, and/or record plans received from the owner or utility companies. Items noted (rec) were obtained from existing plans. Utility locations are not necessarily complete or correct. Any utility in close proximity to proposed work should be "potholed" for exact location prior to construction. OUPS Ticket #A425602365-00A
.

2. Record drawings of buildings and infrastructure, if any, may exist having a differing datum. Exercise caution when utilizing this survey by correlating record drawings and proposed work with survey information shown on this drawing.

3. Control points shown on this survey may have been disturbed, since the completion of this survey. Verify that existing monumentation correlates with data shown on this survey prior to use.

4. Utilities noted (Ab) are denoted as such per record plan and may have been abandoned or removed, Their existence and/or status has not been verified,

5. Any buildings were surveyed at grade edge. Location of the interior and underground structural footprint has not been verified. Due to possible variations in building exterior above the at grade edge, the building location should be used for site plan use only.

6. Sewer sizes shown are based on an evaluation of record plan information and observation from the manhole casting at grade. Due to manhole depth and safety restrictions entering manhole, sizes shown are approximate.

7. A zoning report or letter was not provided by the client.

8. All substantial features observed in the process of conducting the fieldwork are shown on the survey.

9. No division or party walls were observed on the property.

10. Evidence of recent earth moving work was observed on the southern end of this site however no building construction, or building additions observed in the process of conducting the fieldwork.

11. No proposed changes in street right of way lines were observed.

12. This property has legal access to Sycamore Trace (a public road) but does not have vehicular access to U.S.42.

13. Source of vertical relief is by ground survey. Contour interval is 1 foot, Source benchmark is mag nail C2 (Elev. 972.77') as provided by American Land Surveys.

14. There are NO buildings on the subject properties.

15. There are no parking lots and/or parking spaces on the subject properties.

16. Evidence of underground utilities on or serving the subject properties are shown per plans or markings and ground evidence found during the field survey.

17. No evidence of changes in existing right of way lines were observed. No evidence of recent sidewalk or street repairs were observed.

18. No soil borings were observed.

19. No buildings exist on this property as of the date of this survey.

ALTA/NSPS LAND TITLE SURVEY

Being part of Lot 4 in The Jerome Village Market
(Plat Book 6, Pages 207A-207B), VMS 5234,
Jerome Township, Union County, State of Ohio.

CONTROL POINT TABLE

Point	Northing	Easting	Elevation	Description
C2	189512.609	1772173.200	972.77	Mag Nail Found
513	190231.603	1772887.120	969.68	Mag Nail Set
514	190758.500	1773032.579	970.62	Mag Nail Set
CP 101	190133.579	1772384.940	970.60	Mag Nail Found
CP 100	189729.102	1772525.051	971.42	Mag Nail Set

***Basis of Bearings: The bearings shown upon this plat are based on northerly line of Ewing Road being S 05° 56' 16" E as shown in Instrument Number 202206230006130.*

***ALL CONTROL SHALL BE VERIFIED PRIOR TO CONSTRUCTION.*

BENCHMARK TABLE

BM	Elevation	Description
BM-10	972.84	"X" Chiseled on west flange bolt of fire hydrant
BM-11	972.26	"X" Chiseled on north flange bolt of fire hydrant

*BENCHMARK: *Elevations are based on Control Point C-2 being 972.77 as provided by the client**

Description of 4.241 Acres

Situated In the State of Ohio, County of Unlon, Jerome Township, Virginia Military Survey No.5234, being 4.241 acres of land located in the remainder of that 164.395 acre tract of land as described In a deed to Jerome Village Company, LLC, of record in Official Record 716, Page 335, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

Beginning FOR REFERENCE at an iron pin set In the southerly right-of-way line of Ravenhill Parkway as shown and delineated on the plat entitled "Ravenhill Parkway Phase 5 and Easements", a right-of-way dedication plat of record in Plat Book 6, Pages 161A-161B; Thence through the remainder of said 164.395 acre tract, along the easterly and southeasterly lines of proposed Sycamore Trace the following courses;

1. With the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 66° 04' 23", an arc length of 40.36 feet, the chord of which bears South 69° 52' 47" West, a chord distance of 38.16 feet to an iron pin set at a point of tangency;

2. South 36° 50' 36" West, a distance of 105.16 feet to an iron pin set at a point of curvature;

3. With the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 78° 28' 51", an arc length of 239.70 feet, the chord of which bears South 76° 05' 01" West, a chord distance of 221.40 feet to an iron pin set at the northwesterly corner of Lot 2 of "Jerome Professional Park", a proposed subdivision and the TRUE PLACE OF BEGINNING;

Thence South 36° 49' 59" West, continuing through said 164.395 acre tract and along the westerly line of said Lot 2, a distance of 328.88 feet to an iron pin set at the southwesterly corner of said Lot 2, also being a point in the northerly line of a 193.75 acre tract described as Tract No. 1 in a deed to Select Sires, of record in Deed Volume 251, Page 498;

Thence North 56° 09' 17" West, along said northerly line, a distance of 533.05 feet to an iron pin set In the southeasterly right-of-way line of U.S. 42;

Thence North 36° 51' 15" East, along said southeasterly right-of-way line, a distance of 378.24 feet to an iron pin set;

Thence South 53° 10' 01" East, continuing through said 164.395 acre tract, a distance of 244.53 feet to an iron pin set in the westerly right-of-way line of said Sycamore Tract;

Thence along the westerly and southerly right-of-way lines of said Sycamore Trace the
following courses;

1. South 36° 49' 59" West, a distance of 60.10 feet to an iron pin set;

2. South 53° 10' 01" East, a distance of 50.00 feet to an iron pin set;

3. With the arc of a non-tangent curve to the right, having a radius of 35.00 feet, a central angle of 90° 00' 21", an arc length of 54.98 feet, the chord of which bears North 81° 49' 59" East, a chord distance of 49.50 feet to an iron pin set at a point of tangency;

4. South 53° 10' 01" East, a distance of 167.74 feet to a point of curvature;

5. With the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 11°30' 29", an arc length of 35.15 feet, the chord of which bears South 58° 55' 17" East, a chord distance of 35.09 feet to the TRUE PLACE OF BEGINNING and containing 4.241 acres of land;

Iron pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "Jon Adcock S-8461".

Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is based on a field survey performed in March, 2016.

The above described 4.241 acre tract is situated entirely In Union County Auditor's Parcel No. 14-0009011.0000.

Title Commitment:

Proposed Insured:

Commitment No.: 2397073

Commitment Date: September 24, 2024 at 8:00 a.m.

We found the following survey related matters of record affecting the title of the premises:

Schedule B Part II:

Item No. 11: Intentionally deleted

Item No. 12: Intentionally deleted

Item No.13: Intentionally deleted

Item No.14: Intentionally deleted

Item No.15: Intentionally deleted

Item No.16: Intentionally deleted

Item No.17: Subject to the terms and conditions of the easements contained in Reciprocal Easement Agreement, as more fully set forth in the document recorded as Instrument 202309220006974. The roadway easements in this document have now been dedicated as public roadways. Non-survey items such as overflow parking easements still exist.

Item No.18: Intentionally deleted

Item No. 19: Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority of record in Official Record 859, Page 275; as supplemented by the First Supplement of record in Official Record 870, Page 889; as amended by the First Amendment of record in Official Record 907 Page 677; as amended by the Second Amendment of record in Instrument 201309030001199; as amended by the Fourth Amendment of record in Instrument 201412040008729; as supplemented by the Second Supplement of record in Instrument 201505180003726.; Affidavit of Title-Owner Consent of record in Instrument 201708150006641; as amended by the Fifth Amendment of record in Instrument 202205050004560; as supplemented by the Fifth Supplement of record in Instrument 202205050004561, and all other amendments thereto. These Declarations of Covenants, Restrictions and Agreements do not contain any survey related items.

Item No. 20: Declaration of Easements, Covenants and Restrictions of record in Instrument 202212210011647. Document contains blanket easements that can not be plotted but does effect the subject parcel.

Item No. 21: Intentionally deleted

Item No. 22: Intentionally deleted

Item No. 23: Master Deed Declaration, Restrictions and Bylaws for Jerome Village of record In Official Record 907 Page 572;first amendment of record in Official Record 911 Page 969;second ammendment of record in Instrument 201312160004363;Second Amendment to Master Deed Declaration, Restrictions and Bylaws of record in Instrument 201407150004718;Third Amendment to Master Deed Declaration, Restrictions and Bylaws of record in Instrument 201505180003725; Corrective Second Amendment of record in Instrument 202303030001465 and Instrument 202311020008093;Tenth Amendment of record in Instrument 202306300004520; Eleventh Amendment of record in Instrument 202309200006903. These Declarations of Covenants, Restrictions and Agreements do not contain any survey related items.

Item No. 24: Notice of Commencement filed for record November 13, 2023, in Instrument 202311130008291. Document does not contain survey related items.

Item No. 25: Notice of Commencement filed for record January 17, 2024, in Instrument 202401170000312. Document does not contain survey related items.

Item No. 26: Building lines, easements and restrictions shown on the recorded plat/map of Dedication Plat of Ravenhill Parkway Phase 5 and Easements as Plat Cabinet 6, Page 161AB. Does not effect the subject parcel.

Item No. 27: Building lines, easements and restrictions shown on the recorded plat/map of Jerome Professional Park as Plat Cabinet 6, Page 199ABC. Items are shown on survey.

Item No. 28: Easement granted to the Columbus, Delaware and Marlon Electric Company, as more fully set forth in the document recorded as Deed Book 152, Page 548. Easement location is non-specific and therefore can not be shown on the survey.

Item No. 29: Easement granted to Columbus, Delaware and Marlon Electric Company, as more fully set forth in the document recorded as Deed Book 152, Page 523. Easement location is non-specific and therefore can not be shown on the survey.

Item No. 30: Easement granted to Columbus, Delaware and Marlon Electric Company, as more fully set forth in the document recorded as Deed Book 150, Page 154. Easement location is non-specific and therefore can not be shown on the survey.

Item No. 31: Intentionally deleted

Item No. 32: Intentionally deleted

To Nationwide Realty Investors, Stewart Title Guaranty Company & Jerome Village Company, LLC, Memorial Ohio Properties II, LLC & Hall, Render, Killian, Heath & Lyman:

This is to certify that this map or plat and the survey on which it is based were made In accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a&b) 8, 11(a&b), 9, 11(a&b), 13, 17, and 18-20 of Table A thereof as well as The Kroger Co. Additional Survey Requirements 4-5, 7-9, 11, 19 & 20. The field work was completed on August 8, 2022.

Date of Plat or Map: November 04, 2024

Daniel L. Quick, P.S. 7803
Korda-Nemeth Engineering, Inc.

STATE OF OHIO · DANIEL L QUICK 7803 · REGISTERED PROFESSIONAL SURVEYOR

Survey Request:

Performed at the request of: Terrain Evolution Inc.

KORDA
Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-9981 WEB www.korda.com

ALTA/NSPS LAND TITLE SURVEY
U.S.42
JEROME TOWNSHIP
UNION COUNTY
STATE OF OHIO

FIELD	DRAWN	CHECKED	JOB NO.	DATE	SCALE	SHEET NUMBER
DLQ	DLQ	TWM	2012-7033	11/04/2024	1" = 60'	1of1

FILE: H:\PROJECTS\2022\2022-0414_00 JEROME PARK MEDICAL OFFICE BUILDING\CIVIL\SURVEY\SURVEY BASED\DWG\NEW SITE LOCATION\2022-0414 MOB ALTA SURVEY.DWG SAVED DATE:04-Nov-2024 12:54 PM PLOT DATE:11/4/2024 1:39 PM SAVED BY: DQUICK

EXHIBIT C
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

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.

Terry Emery

ORDINANCE _____

Various Purpose Notes, Series 2025 A

TO AUTHORIZE THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED $3,335,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF (I) ACQUIRING, DESIGNING, IMPROVING AND CONSTRUCTING VARIOUS PUBLIC SERVICE RELATED PROJECTS, (II) CONSTRUCTING AND INSTALLING ROAD AND TRAFFIC SIGNALIZATION IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING, RECONSTRUCTING, WIDENING, OPENING, IMPROVING, RESURFACING, AND PAVING VARIOUS STREETS, ROADS, CURBS AND SIDEWALKS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, AND (IV) CONSTRUCTING AND RECONSTRUCTING VARIOUS CAPITAL PROJECTS IN INNOVATION PARK, INCLUDING ELECTRICAL, LANDSCAPING AND STREETSCAPING IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; AND RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, the City Council (the "Council") of the City of Marysville, Ohio (the "City") has issued notes dated March 19, 2024 in the aggregate principal amount of $3,535,000, which will mature March 18, 2025 (the "Outstanding Notes"), in anticipation of the issuance of bonds described herein; and

WHEREAS, it appears advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of bonds, and to retire a portion of the Outstanding Notes; and

WHEREAS, the Director of Finance of the City (the "Director of Finance") has certified to this Council that the estimated life of the improvements described in the title of this Ordinance (the "Project") which are to be financed with the proceeds of bonds and notes herein described exceeds five years, the maximum maturity of bonds being 18 years and notes being 13 years; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed $3,335,000, for the purpose of paying the cost of the Project.

Section II. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate

presently estimated to be 6.00% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 18 annual installments.

Section III. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes (the "Notes") in anticipation of the issuance of the Bonds.

Section IV. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. The Notes shall be in the amount of not to exceed $3,335,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date, until the principal sum is paid or provision has been duly made therefor, and shall be numbered as determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for herein. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer"), setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to Council after closing.

Section V. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section VI. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the

same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section VII. Income Tax Pledge. The City hereby covenants, pursuant to Ohio Revised Code Section 133.05(B)(7) to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and the Bonds in each year until full payment is made.

Section VIII. Sale of Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to such purchaser or purchasers (collectively, the "Original Purchaser") set forth in the Certificate of Fiscal Officer. The Director of Finance shall certify the final terms of the Notes to this Council, which terms shall be subject to the provisions of this Ordinance.

The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes shall be transferred to the City's bond retirement fund to be applied to the payment of the principal of and interest on the Notes or other obligations of the City, as permitted by law. Any premium

received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section IX. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile, and shall be designated "City of Marysville, Ohio Various Purpose Notes, Series 2025A," or as otherwise determined by the Director of Finance. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The Notes shall be payable as to principal and interest at the office of the Note Registrar (as defined hereinbelow) in lawful money of the United States of America without deduction for the services of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly issued and delivered under this Ordinance and are entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section X. Appointment of Note Registrar. The Director of Finance is hereby authorized and directed to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the "Note Registrar") for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long

as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this Section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Note, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes

issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section XI. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book-entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Notes, and to effect transfers of securities, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Council. Debt service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for

making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar shall furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Director of Finance and City Manager, Clerk of Council or any other officer of this Council, including the Mayor, as Council President, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Note Registrar and a Depository to be delivered in connection with the issuance of the Notes to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section XII. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The

City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Director of Finance, or any other officer of the City, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section XIII. Appointment of Municipal Advisor. The appointment of Bradley Payne Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval of

the Director of Finance, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section XIV. Appointment of Bond Counsel. The appointment of the law firm of Bricker Graydon LLP to serve as Bond Counsel with respect to the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Director of Finance, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section XV. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the City Manager and Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth in Section 9 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Director of Finance, or other appropriate officers of the City, are hereby authorized and directed to take such action and to execute and deliver, on behalf of this Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

Section XVI. Satisfaction of Conditions for Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and

interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section XVII. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted 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 Ohio Revised Code Section 121.22.

Section XVIII. Filing of Note Ordinance. The Clerk of this Council is hereby directed to forward a certified copy of this Ordinance to the Auditor of Union County, Ohio.

Section XIX. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

1st Reading December 16, 2024

2nd Reading January 13, 2025

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
Law Director Date _____

ATTEST:

_____
CLERK OF COUNCIL

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Marysville, Ohio

The undersigned Director of Finance of the City of Marysville, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

(I) ACQUIRING, DESIGNING, IMPROVING AND CONSTRUCTING VARIOUS PUBLIC SERVICE RELATED PROJECTS, (II) CONSTRUCTING AND INSTALLING ROAD AND TRAFFIC SIGNALIZATION IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING, RECONSTRUCTING, WIDENING, OPENING, IMPROVING, RESURFACING, AND PAVING VARIOUS STREETS, ROADS, CURBS AND SIDEWALKS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, AND (IV) CONSTRUCTING AND RECONSTRUCTING VARIOUS CAPITAL PROJECTS IN INNOVATION PARK, INCLUDING ELECTRICAL, LANDSCAPING AND STREETSCAPING IMPROVEMENTS, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 18 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 13 years.

Dated: December 18, 2023

_____
Director of Finance
City of Marysville, Ohio

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. ____ duly adopted by the City Council of the City of Marysville, Ohio on January 20, 2025, and that a true copy thereof was certified to the County Auditor of Union County, Ohio.

_____

Clerk of Council
City of Marysville, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Andrea L. Weaver, the duly elected, qualified, and acting County Auditor in and for Union County, Ohio hereby certify that a certified copy of the ordinance duly adopted by the City Council of the City of Marysville, Ohio on January 20, 2025 and providing for the issuance of general obligation notes designated "City of Marysville, Ohio Various Purpose Notes, Series 2025A," or as otherwise determined by the Director of Finance of said City, in the amount of not to exceed $3,335,000 was filed in this office on _____, 2025.

WITNESS my hand and official seal at Marysville, Ohio on _____, 2025.

_____
County Auditor
Union County, Ohio

[SEAL]