

**URBANA CITY COUNCIL  
REGULAR SESSION MEETING**

**December 3, 2024**

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

---

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

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

---

- Call to Order
- Roll Call
- Pledge of Allegiance
- Approval of Minutes: Urbana City Council Regular Meeting Minutes of November 19, 2024
- Communications:
  1. Safety Committee Meeting Minutes from November 14, 2024 (See Attached)
- Overview: U.S. EPA's Get-the-Lead-Out Initiative
  1. Joe Sampson and Kerry Quinn

**Board of Control:**

1. None

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

**Ordinances and Resolutions**

**Old Business:**

**Third Reading:**

**Ordinance 4391-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Service Divisions Public Employees of Ohio Teamsters, Local Union No. 284, and declaring an emergency. (Three readings required)

**Resolution 2433-24:** A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2025. (Three readings required)

**Second Reading:**

**Ordinance 4390-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Firefighters and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring an emergency. (Three readings required)

**Ordinance 4392-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Fire Captains & Lieutenants and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring an emergency. (Three readings required)

**Ordinance 4395-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Police Patrol Officers and the Fraternal Order of Police/Ohio Labor Council, Inc., and declaring an emergency. (Three readings required)

**Ordinance 4396-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Police Sergeants and the Fraternal Order of Police/Ohio Labor Council, Inc., and declaring an emergency. (Three readings required)

**Ordinance 4612-24:** An ordinance authorizing the Director of Administration to enter into a pre-annexation agreement with Urbana0624C, LLC. (Three readings required)

**New Business:**

**First Reading:**

**Ordinance 4388-25:** An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent expenses in the Champaign County Municipal Court. (Three readings required)

- **Department Liaison Reports:**
- **Miscellaneous Business:**
  1. Council
  2. Administration
  3. Council Clerk
- **Next Meeting:** Tuesday, December 17, 2024
- **Adjourn**

**URBANA CITY COUNCIL  
REGULAR SESSION MEETING  
TUESDAY, NOVEMBER 19, 2024**

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

**City Staff attending:** Director of Law Mark Feinstein, Director of Administration Kerry Brugger, Mayor Bill Bean, Director of Finance Chris Boettcher, Community Development Manager Doug Crabill, and Fire Chief Dean Ortlieb

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

**Minutes**

Mr. Thackery moved to put the minutes of November 5, 2024 on the floor for discussion and possible approval. Ms. Jumper seconded.

No comments/questions from Council regarding the minutes.

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

**Wreaths Across America – Kim Snyder**

Ms. Snyder stated that this was the seventh year participating at Oak Dale Cemetery with the Urbana DAR. She stated the approximate count at Oak Dale is 1,775 veterans, with a few more that are not marked. Ms. Snyder distributed a brochure regarding donations, stating all photos inside were from Oak Dale.

Ms. Snyder stated that veterans at Oak Dale Cemetery represent the Revolutionary War to present day. She added that all wreaths are handmade. She described the origins of the project date back to a twelve-year-old boy who won a trip to DC and visited Arlington. When he grew up, he started shipping wreaths to Arlington, where a photo in the USA Today started the sensation.

Ms. Snyder stated that over 4,000 cemeteries cooperate worldwide.

Locally, due to help from VFW-DAV, the program is only lacking 400 wreaths to cover the whole cemetery. Ms. Snyder stated that anyone may sponsor a wreath for \$17 apiece, where they will be presented on December 14<sup>th</sup>.

President Paul asked if volunteers should reach out. Ms. Snyder responded they should just show up. She described the process as organized chaos and a community effort.

Ms. Snyder also stated that they take any method of donation. Checks need to be received by Tuesday, November 26th. She added those wishing to donate can also go directly to the website.

Ms. Snyder stated if they receive extras, they make sure all county cemeteries are covered, and then take extras to the Dayton National Cemetery.

**Communications:**

1. AES Ohio letter dated October 20, 2024 (See attached)
2. City of Urbana Shade Tree Commission Minutes dated July 11, 2024 (See attached)
3. Urbana City Council 2025 Calendar (See attached)

Mr. Thackery asked to remove Shade Tree Commission Minutes from the consent agenda, where he asked about the Memorial Tree Program. Mr. Crabill stated the committee takes orders and plants memorial trees typically at Melvin Miller Park or Oak Dale Cemetery. He added that the \$350 donation goes towards the planting and donations are taken through the website.

**Administrative Reports – Board of Control:**

1. The Board of Control recommends Council increase blanket purchase order number 2024-00084 to Purvis Brothers in the amount of \$2,598.28 for aviation fuel for re-sale at Grimes Field. The blanket purchase order was originally approved in the amount of \$175,000.00 by City Council on January 2, 2024. This expense will be charged to the Airport Fund and is not in the 2024 budget. **VOTE: 3-0**

Mrs. Bean moved to put this request on the floor for discussion and possible approval. Mr. Thackery seconded.

Council did not have any questions/comments.

Roll call on approval: Mr. Scott, yes; Mr. Davis, yes; Ms. Truelove, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mrs. Bean, yes; and Ms. Jumper, yes.

Passes 7-0.

2. The Board of Control recommends Council increase purchase order number 2024-00568 to True Inspection Services LLC in the amount of \$60,000.00 for inspection services for the South High Street Project. The contract was approved in the amount of \$408,443.00 by City Council on June 6, 2023. This expense will be charged to the Capital Improvement Fund and is not in the 2024 budget. **VOTE: 3-0**

Mr. Thackery moved to put this request on the floor for discussion and possible approval. Mrs. Bean seconded.

Ms. Boettcher informed Council when the City started the S. High St., the contract for inspection services was based on what the City thought the duration of the project would be. Since the project has been extended, the City needs to extend the contract for the inspection.

Ms. Jumper asked if the City can we wait until the project is finished as there might be extra things that need to be fixed before the project is complete. Ms. Boettcher clarified that this has nothing to do with the contractor completing the work. She stated there still needs to be eyes on the project until completion.

Mr. Thackery stated there could be additional inspection requirements that cost more because of the construction.

Mr. Scott asked if the inspection covers the concrete work. Mr. Brugger stated the inspection covers all part of the work. He stated the inspection documents all the samples and deficient items have been identified on a punch list. He clarified that these deficiencies will all be settled by the end of the contract.

Ms. Truelove noted that it seems the City has had to give a lot of extra money. She asked how much has been spent on engineering consulting and how many overages have occurred for High Street. Mr. Brugger responded the City has tried to address each issue every time it has come up. He added that every time the City finds something not anticipated, they have had to fix it. He also added that ODOT has even come back and provided additional funding because of these unforeseen issues. Ms. Truelove asked if the City can perform its own inspections. Mr. Brugger stated the City only has an engineer and an assistant to handle all of the other issues for the entire City. He stated the City does not have the personnel for full-time High Street inspector.

Roll call on approval: Mr. Davis, yes; Ms. Truelove, no; Mr. Thackery, yes; Mrs. Collier, yes; Mrs. Bean, yes; and Ms. Jumper, no; and Mr. Scott, no.

Passes 4-3.

### **Citizen Comments:**

Lynn Mintchell (904 S. High St.) – Ms. Mintchell stated she had a complaint last time she was here and they were able to fix the driveway to her liking, noting that it wouldn't tip over a wheelchair. She commended the City for that. Ms. Mintchell was wondering when is the completion date for the project. Mr. Brugger stated it is scheduled for the second week of December, but the project could keep going if weather allows or would finish up in the spring.

Joe George (532 Dorothy Moore) – Mr. George informed Council that where Washington Avenue dead ends to Simon Kenton Trail, he has been seeing a lot of garbage dumped in the area. Mr. George stated it seems like it may be food to potentially feed the deer. He had not received a definite answer on if it is legal to feed wildlife.

Robin Miller (232 W. Reynolds St.) – Ms. Miller was notified by ODOT today that there will be 136 signs on High Street going into people's yards. She added that they are being installed in the yards, not tree lines. She understands the City has the right of way but the homeowners still have to take care of the land. She doesn't understand why that many signs are needed.

Ms. Miller also brought up the issue of an Incorrect 1099 form, where she says she asked finance to correct it. As a retired IRS agent, Ms. Miller would like Ms. Boettcher to look into the issue to correct the tax document.

Finally, Ms. Miller discussed the sales of properties in cities. She stated people buying properties are inheriting the issues with curbs and sidewalks. She wondered if any notice from the City is going out about the potential for replacements.

Cynthia Blaker (205 S. High St.) – Ms. Blaker heard the commotion in her yard about putting in signs. She stated her property was receiving four signs. She is upset that no one said anything about the signage. Ms. Blaker indicated there were fourteen signs in a two-block stretch, which she believes takes away the charm of our street. She wants to know what she can do about it. Mr. Brugger responded that in order to take ODOT money, the City has to follow ODOT requirements. Mr. Brugger indicated he would talk to City Engineer Tyler Bumbalough about what is specifically required. He added the City brought up that there would be signage but he wasn't sure about numbers.

Brian Baltimore (205 S. High St.) – Mr. Baltimore has been a resident for about three and a half years. He stated Urbana has been a great hometown. He believes when High street is finished, it will seem like a caricature of its former self. He knew there would be signs, but feels like this is too many. He believes there comes a time where there can be too much information that no one really gets anything from the signs anymore.

## **ORDINANCES AND RESOLUTIONS**

**Third Reading:** None

### **Second Reading:**

**Ordinance 4391-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Service Divisions Public Employees of Ohio Teamsters, Local Union No. 284, and declaring an emergency. (Three readings required)

Mrs. Bean moved to put this ordinance on the floor for discussion. Mr. Thackery seconded.

Mr. Brugger stated there were three negotiation sections in October, with the Union ratifying the agreement thereafter. He added the summary shows the items addressed from the previous agreement. He clarified the wages weren't keeping up with the demand and the City is trying to address that.

Mrs. Bean thanked Mr. Brugger for clarifying regarding trying to raise the level of pay.

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

**Resolution 2433-24:** A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2025. (Three readings required)

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

Mrs. Boettcher stated this is the annual appropriations budget for 2025. She informed Council this contains all funds of the City. She added the revenue side was set with the tax budget earlier this year. This is a balanced budget as expenditures are less than the revenue.

Mr. Thackery asked for an explanation regarding section two. Ms. Boettcher stated those are funds that are deemed appropriated, such as federal grant funds that must be used for a specific program.

President Paul declared this resolution to have had its second reading.

### **First Reading:**

**Ordinance 4390-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Firefighters and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring an emergency. (Three readings required)

Mr. Thackery moved to put this ordinance on the floor for discussion. Mrs. Collier seconded.

Mr. Brugger stated the firefighters and the captains negotiated together. He added the underlying theme is keeping up with the market and trying to avoid all the training and hiring. Mr. Brugger clarified lieutenants are now in the captains' contract as well.

Mr. Brugger went over the summary of all the terms that had changed from the previous contract, with one correction of a marking of captain that would be amended to lieutenant.

Mr. Thackery asked for the clarification for the different tiers. Mr. Brugger explained the different pay rates for those serving as a temporary higher level due to absences.

Mr. Thackery appreciated all the work. He asked for confirmation that the City can provide the services and can afford the contract. Chief Ortlieb and Mr. Brugger confirmed they could.

Mrs. Bean asked regarding the removal of the food allowance gone. Mr. Brugger explained the previous contract allowed for a minimal stipend for food for every firefighter. He added that now they would have to buy their own food.

Mrs. Bean asked why the fire department does not have any mention of a physical test while the police department does. Chief Ortlieb indicated the City proposed it and it went through negotiations, but ultimately the firefighters' union didn't agree.

Ms. Truelove stated she would like to know about the contracts. She inquired what all employees are making now and whether supervisors receive perks. Mrs. Boettcher responded that Ms. Truelove asked for this information via a public records request and it was provided to her last month.

Ms. Truelove stated she couldn't read it. She indicated that she has to vote on these things and her conscience has to be clear. She also stated that she believed the rest of Council may be interested in this information. Mrs. Boettcher stated that the rest of Council can request the information if they so desire and for Ms. Truelove to come to the finance office and she will provide Ms. Truelove with the information she requests when she reasonably can.

President Paul declared this ordinance to have had its first reading.

**Ordinance 4392-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Fire Captains & Lieutenants and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring an emergency. (Three readings required)

Mrs. Bean moved to put this ordinance on the floor for discussion. Ms. Jumper seconded.

Ms. Truelove asked how long the police have been receiving fitness bonuses. Mr. Brugger stated that the two of them can look at all the previous contracts, as it goes back as far as he can remember.

President Paul declared this ordinance to have had its first reading.

**Ordinance 4395-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Police Patrol Officers and the Fraternal Order of Police/Ohio Labor Council, Inc., and declaring an emergency. (Three readings required)

Mr. Thackery moved to put this ordinance on the floor for discussion. Mrs. Collier seconded.

Mr. Brugger stated the patrol officers and sergeants negotiated together, in which they brought forward five articles for negotiation. He added the Union ratified the contract on November 7<sup>th</sup>. Mr. Brugger stated the summary attached shows the changes from this contract and the last contract. Mr. Brugger proceeded to read the changes.

Mr. Thackery thanked the City for their hard work with the contracts.

Ms. Jumper asked if the police division was at full staff. Mr. Brugger replied he believes they are three officers short, with offers out to two candidates.

Mr. Brugger added that the current copy did not include fitness requirements, but can be included for the next meeting if Council is interested.

Mrs. Collier stated it was great to have the fitness portion. She added for safety sake, the officers need to be in shape.

President Paul declared this ordinance to have had its first reading.

**Ordinance 4396-24:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Police Sergeants and the Fraternal Order of Police/Ohio Labor Council, Inc., and declaring an emergency. (Three readings required)

Mr. Thackery moved to put this ordinance on the floor for discussion. Ms. Jumper seconded.

Mr. Brugger stated his explanation in Ordinance 4395-24 covered the explanation of this ordinance.

Council did not have any comments/questions about the ordinance.

President Paul declared this ordinance to have had its first reading.

**Ordinance 4612-24:** An ordinance authorizing the Director of Administration to enter into a pre-annexation agreement with Urbana0624C, LLC. (Three readings required)

Mr. Scott moved to put this ordinance on the floor for discussion. Ms. Jumper seconded.

Mr. Crabill stated that approximately 191 Acres on US 68 south are anticipated to be petitioned for annexation.

Currently, this land is undeveloped with the desire to maintain services for future development. Mr. Crabill stated that anticipated rezoning that would occur concurrently with annexation, which would be PUD with commercial/industrial purposes.

Mrs. Collier asked how does this would affect the residential homes there. Mr. Crabill stated that those residential homes and the dance studio would remain in the township.

Mrs. Bean inquired if someone was potentially interested in developing the property. Mr. Crabill answered for now it's just an annexation with a land use put in place.



President Paul declared this ordinance to have had its first reading.

**Resolution 2700-24:** A resolution to authorize preliminary approval between the City of Urbana, Champaign County, Ohio and Ohio Department of Transportation for pavement planing and resurfacing of North Oakland Street (State Route 29) from north of West Light Street (SLM 18.55) to Miami Street (State Route 36) (SLM 19.23), Reference PID No: 111950, County/Route/Section: CHP-29-18.55, and declaring an emergency. (One reading required)

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

Mr. Crabill stated this resolution is the preliminary approval to repave North Oakland Street in 2027. ODOT is asking the City to participate with its 20% local. Mr. Crabill estimated it would probably be about \$100,000 by the time the project comes.

Ms. Truelove thanked Mr. Crabill for preparing her for 2027.

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

Resolution passes 7-0.

**Resolution 2701-24:** A resolution declaring necessity and intent to appropriate an interest in real property (Parcel 25-SH) for CHP-Urbana Bike Trail (ODOT PID #115978) and declaring an emergency. (One reading required) (Suspension of the rules requested)

Mr. Thackery moved to put this resolution on the floor for discussion. Mrs. Collier seconded.

Mr. Crabill stated the City has two ODOT projects for next year. This resolution involves improving the bike trail crossings. Mr. Crabill explained the City has to certify the right of way to ODOT. He added that one property owner did not respond to the City's attempts at contact. Therefore, the City needs to go down this route, place the funds on deposit with Common Pleas and can continue the process while the civil case plays out.

Mr. Thackery moved to suspended the rules. Ms. Jumper seconded.

Roll call on suspension of the rules: Mr. Thackery, yes; Mrs. Collier, yes; Mrs. Bean, yes; Ms. Jumper, yes; Mr. Scott, yes; Mr. Davis, yes; and Ms. Truelove, yes.

Suspension of the rules approved.

Council did not have any comments/questions about the resolution.

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

Resolution passes 7-0.

**Resolution 2702-24:** A resolution enacted by the City of Urbana, Champaign County, Ohio, to authorize the Director of Administration to make application to the Ohio Department of Transportation under the Transportation Alternatives Program for the City of Urbana Traffic Signal Improvements-Phase 1 (CHP US 36 signals) (ODOT PID #122411), and declaring an emergency. (One reading required)

Mr. Thackery moved to put this resolution on the floor for discussion. Mrs. Collier seconded.

Mr. Crabill indicated the City had applied for the small cities program with ODOT, as the traffic signals are nearing the end of their useful lives. He informed Council the City received \$2 million, which is the maximum amount for small cities. He added that TAP allows for things such as push buttons, countdowns, etc., to supplement the small cities award. Mr. Crabill stated the City is also trying to make a pedestrian signal at 36/29. He added the TAP award would cover 95% of the costs instead of the standard 80%, as well as design cost coverage.

Mr. Thackery stated the proposed crosswalk at the 36/29 split looks great and is really needed.

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

Resolution passes 7-0.

### **Department Liaison Reports:**

Mrs. Collier stated the Safety Committee met last Thursday and the minutes would be out soon.

### **Miscellaneous Business:**

Ms. Jumper stated she received four phone calls today about High Street and states the signage is a lot. She also noted stakes in people's yards.

Mr. Scott commented that when a property is sold, the new owner would have to make repairs. Mr. Feinstein stated the issue follows the property. He added that notification requires coordination with county offices. Mr. Brugger added a seller is required to disclose an issue if they know about it.

Ms. Truelove stated she feels she lives in one of the best hometowns in Ohio. She commented the event was very nice.

Mr. Thackery asked about the timing of the potential crosswalk. Mr. Crabill stated it would be scheduled for fiscal year 2028.

Mr. Thackery added that in regards to the wild animal issue, Council previously attempted to address deer and wild cats. He asked if Mr. Feinstein about skunks, raccoons, possums, etc. Mr.

Feinstein stated there was not specific prohibitions regarding feeding wild animals but dumping is certainly illegal. He added that law enforcement Would need evidence of who committed the dumping.

Mrs. Bean stated she took a picture of a vehicle dumping from a truck at Washington Avenue and the bike path, but unfortunately could not make out any identifying features. She also saw the signs on High Street and believes they are excessive.

Chief Ortlieb thanked the Safety Committee for meeting and appreciated the great discussion.

Mr. Brugger stated that leaf pickup continues and the compost facility will remain open through December 7<sup>th</sup>.

He added that the Everybody Plays Phase II is complete.

Mr. Brugger informed Council that the new overhead door at airport hangar is installed and everyone is raving how nice it is. He added that the new sign at the airport has been installed. The City is really prudent at what it is trying to do with the housing and stone being reused. He commented that the only thing aspect is the lenses, wiring and lighting.

Mayor Bean stated that he was starting to see downtown changing into the Christmas spirit.

Mrs. Bean added that Mr. Crabill and herself attended the Goodwill ribbon ceremony, adding that it is a really nice store.

Council Clerk Steffan indicated that due to Thanksgiving, the next packet will be going out on Wednesday as opposed to Friday. He also stated that as he will be out of the office that week, Mr. Brugger will be sending the packet out. Any items for the agenda need to be submitted by Monday, November 25<sup>th</sup>.

President Paul thanked the citizens for coming in and speaking.

Ms. Jumper moved to adjourn. Ms. Truelove seconded. Voice vote on approval: all ayes, nays none.

**ADJOURNED AT 7:47 p.m.**

**NEXT SCHEDULED MEETING**  
December 3, 2024 at 6:00 p.m.

---

Council Clerk

---

Council President

**SAFETY MEETING**

**November 14, 2024**

**Municipal Building**

**205 S. Main Street**

**Training Room**

**Attendance: Mary Collier, Ed Davis, Chief Dean Ortlieb**

**The group discussed the Emergency Medical and/or Fire Rescue Service Fees, for Urbana**

**This includes Non-Residents who receive emergency medical, ambulance transport, and fire rescue services from the Urbana Fire Division.**

**Usual, reasonable, and customary fees are defined as the fees established by the Medicare operations and other insurance carriers, as revised from time to time.**

## **ORDINANCE NO. 4391-24**

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA SERVICE DIVISIONS PUBLIC EMPLOYEES OF OHIO TEAMSTERS, LOCAL UNION NO. 284, AND DECLARING AN EMERGENCY. (Three (3) readings required, no public hearing required)**

**Department Requesting: Administration**

**Sponsor: Councilman Edwin Davis**

**WHEREAS**, the most recent collective bargaining agreement between the City of Urbana and its Urbana Service Divisions, represented by the Public Employees of Ohio Teamsters, Local No. 284, expires on November 26, 2024; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4117, the City engaged in negotiations with the bargaining unit representing Public Employees of Ohio Teamsters, Local 284 on terms of a successor agreement; and

**WHEREAS**, Sections 2.11 and 2.15 of the Urbana City Charter permit adoption as an emergency to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement has expired and the Public Employees of Ohio Teamsters, Local 284 provide services necessary to the preservation of public peace, health, and safety and welfare;

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

**SECTION ONE:**

A three (3) year agreement between the City of Urbana and the Urbana Service Divisions, represented by the Public Employees of Ohio Teamsters, Local No. 284, a copy of which is attached to this Ordinance and incorporated herein by reference as **Exhibit 'A'**, is approved as to form and substance and the Director of Administration is authorized to execute said agreement on behalf of the City.

**SECTION TWO:**

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

**SECTION THREE:**

Council declares an emergency pursuant to Urbana City Charter §2.11 and this Ordinance shall take effect immediately upon passage to preserve public health, safety and welfare.

\_\_\_\_\_  
President of City Council

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *W. M. [Signature]* 10/28/2024  
Director of Law                      Date

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

**MEMORANDUM**

**To:** Bill Bean, Mayor  
 Chris Boettcher, Director of Finance  
 Mark Feinstein, Director of Law  
 Cat Jones, HR Manager  
 Chad Hall, Joe Sampson, Mark Muirhead, Kerry Quinn  
 Urbana City Council Members

**From:** Kerry Brugger

**Date:** November 5, 2024

**Subject:** Summary of the Tentative Agreement between the City of Urbana and the City of Urbana Services Divisions, Public Employees of Ohio Teamsters, Local Union No. 284

The current three (3) year Agreement with City of Urbana Services Divisions, Public Employees of Ohio Teamsters, Local Union No. 284 expires November 26, 2024.

After the initial kick-off discussion on September 26, 2024, three (3) negotiation sessions were held, beginning October 14, 2024. Thirteen (13) Articles were brought forward for negotiation; the City’s management negotiations team reached a tentative agreement with the Public Employees of Ohio Teamsters, Local Union No. 284, and the union ratified the contract on October 25, 2024.

Ordinance 4391-24 is being presented to City Council for authorization to sign the Agreement. Following is a brief description of the pertinent changes in each article (Items in bold are the Articles open for negotiation and changes made in the Agreement):

Article Number	Title of Article	Pertinent Changes
1	Agreement/Purpose	Left as current language.
2	Recognition	Left as current language.
3	Non-Discrimination	Left as current language.
4	Union Privileges	Left as current language.
5	<b>Management Rights</b>	<b>Left as current language.</b>
6	Labor/Management Committee	Left as current language.
7	Military Leave	Left as current language.
8	Jury Duty	Left as current language.
9	Personal Property Replacement	Left as current language.
10	Probationary Periods	Left as current language.
11	Seniority	Left as current language.
12	Layoff/Recall	Left as current language.
13	<b>Stewards</b>	<b>CCL, but added Union’s requested language relative</b>

		<b>to non-union employees.</b>
14	Authorization	Left as current language.
15	Grievance Procedure	Left as current language.
16	No Strike/No Lockout	Left as current language.
17	<b>Wages and Benefits</b>	<p>&gt;Modified base pay scale for 1<sup>st</sup> year of contract. Reduced number of years-of-service steps from 26 to 8.</p> <p>&gt;Agreed to a year one market adjustment across the year-one scale, with a 3.50%, 3.50% base wage increase in each of contract years two (2) and three (3).</p> <p>&gt;Expanded Educational Incentive, by adding trade school certification to 1<sup>st</sup> tier.</p> <p>&gt;Maintained current OEPA License compensation , and removed "required" language.</p>
18	Holidays	Updated schedule template to reflect recognized holidays.
19	Annual Leave	Left as current language, but modified steps 2, 3 & 4 for years of service eligibility.
20	Sick Leave	Left as current language, except minor adjustment to usage increments.
21	Extended Injury Leave	Left as current language.
22	Wellness Program	Left as current language.
23	Overtime	Left as current language
24	Medical, Hospital and Life, Insurance Benefits.	> Adjusted life insurance coverage to \$35,000 to align with City policy.
25	Uniforms	Added clarifying language and increased City-approved boot allowance to \$250.00 annually.
26	Drug & Alcohol Policy	Left as current language, and added clarifying language regarding compliance with federal regulations.
27	Duration	Agreed to a three (3) year contract; 11/27/24 to 11/26/27
28	Residency	Left as current language.
29	Entire Agreement	Left as current language.



# RESOLUTION NO. 2433-24

**A RESOLUTION TO APPROPRIATE MONEY FOR THE SEVERAL OBJECTS AND PURPOSES WHICH THE CITY OF URBANA, OHIO MUST PROVIDE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025. (Three (3) readings required)**

**Department Requesting: Finance**

**Sponsor: Edwin Davis**

**WHEREAS**, it is the determination of the City Council that the annual appropriation resolution for the full fiscal year 2025 should be enacted immediately in order to be effective January 1, 2025, and the Official Certificate of the Budget Commission as to estimated available revenue having been furnished, which fact and the necessity of providing for the usual daily operations of the municipal departments cause this resolution to take effect and be in force from and after the earliest period allowed by law.

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

**SECTION ONE:**

That from and out of the monies and balances known to be in various funds of the City of Urbana, Ohio and from all monies anticipated to come into said funds during the 12-month period ending December 31, 2025, there shall be and there hereby are appropriated to the use of the several departments and offices of the City and for the objects and purposes for which said City must provide the following sums for use during the fiscal year ending on December 31, 2025.

**2025 Appropriation Resolution**

100-101 Council	
Personal Services	\$88,360
Supplies, Materials, & Other	\$6,050
Total	<u>\$94,410</u>
100-102 Mayor-Administration	
Personal Services	\$296,660
Supplies, Materials, & Other	\$18,970
Total	<u>\$315,630</u>
100-103 Municipal Court	
Personal Services	\$777,055
Supplies, Materials, & Other	\$96,200
Total	<u>\$873,255</u>

100-104 Engineering		
Personal Services		\$402,275
Supplies, Materials, & Other		\$17,100
Total		<u>\$419,375</u>
100-105 Community Development		
Personal Services		\$127,875
Supplies, Materials, & Other		\$25,150
Total		<u>\$153,025</u>
100-106 Police		
Personal Services		\$1,855,880
Supplies, Materials, & Other		\$151,525
Total		<u>\$2,007,405</u>
100-108 Fire		
Personal Services		\$2,132,510
Supplies, Materials, & Other		\$224,050
Total		<u>\$2,356,560</u>
100-110 Parks & Recreation-Administration		
Personal Services		\$157,975
Supplies, Materials, & Other		\$79,770
Total		<u>\$237,745</u>
100-112 Recreation-Pool		
Personal Services		\$0
Supplies, Materials, & Other		\$85,870
Total		<u>\$85,870</u>
100-114 Public Works & Properties		
Personal Services		\$15,715
Supplies, Materials, & Other		\$163,585
Total		<u>\$179,300</u>
100-115 Non-Departmental		
Personal Services		\$0
Supplies, Materials, & Other		\$652,350
Total		<u>\$652,350</u>
100-116 Compost/Mulch		
Personal Services		\$24,085
Supplies, Materials, & Other		\$2,500
Total		<u>\$26,585</u>

100-118 Zoning Compliance	
Personal Services	\$117,150
Supplies, Materials, & Other	\$23,900
Total	<u>\$141,050</u>

100-200 Finance-Accounting	
Personal Services	\$325,880
Supplies, Materials, & Other	\$39,850
Total	<u>\$365,730</u>

100-201 Finance-Income Tax	
Personal Services	\$113,715
Supplies, Materials, & Other	\$17,850
Total	<u>\$131,565</u>

100-202 Finance-Utility Billing	
Personal Services	\$123,000
Supplies, Materials, & Other	\$61,300
Total	<u>\$184,300</u>

100-300 Law Department	
Personal Services	\$316,000
Supplies, Materials, & Other	\$9,555
Total	<u>\$325,555</u>

<b>TOTAL GENERAL FUND</b>	<u><u>\$8,549,710</u></u>
---------------------------	---------------------------

200 Airport Operation and Maintenance	
Personal Services	\$127,345
Supplies, Materials, and Other	\$308,300
Total	<u>\$435,645</u>

205 Street Maintenance & Repair	
Personal Services	\$725,400
Supplies, Materials, & Other	\$248,730
Total	<u>\$974,130</u>

207 Permissive Motor Vehicle License Tax Fund	
Personal Services	\$100,000
Supplies, Materials, & Other	\$40,000
Total	<u>\$140,000</u>

210 State Highway		
Personal Services		
Supplies, Materials, & Other		\$52,000
Total		<u>\$52,000</u>
215 Oak Dale Cemetery		
Personal Services	\$125,395	
Supplies, Materials, & Other		\$69,935
Total		<u>\$195,330</u>
225 Police & Fire Pension		
Supplies, Materials, & Other		\$154,800
Total		<u>\$154,800</u>
230 Supplemental Investment		
Supplies, Materials, & Other		\$0
Total		<u>\$0</u>
235 Community Development Program Income		
Supplies, Materials, & Other		\$0
Total		<u>\$0</u>
275 Police & Fire Tax Levy Fund		
Personal Services	\$2,105,100	
Supplies, Materials, & Other		\$0
Total		<u>\$2,105,100</u>
401 Capital Improvements		
Personal Services		\$0
Supplies, Materials, & Other		\$1,800,000
Total		<u>\$1,800,000</u>
402 Police & Fire Capital Imp.		
Personal Services		\$0
Supplies, Materials, & Other		\$577,825
Total		<u>\$577,825</u>
420 Neighborhood Curb, Gutter, and Sidewalk Fund		
Personal Services		\$0
Supplies, Materials, & Other		\$200,000
Total		<u>\$200,000</u>

605 Water Plant	
Personal Services	\$527,950
Supplies, Materials, & Other	\$2,363,250
Total	<u>\$2,891,200</u>
610 Wastewater Treatment Plant	
Personal Services	\$1,019,870
Supplies, Materials, & Other	\$3,289,930
Total	<u>\$4,309,800</u>
615 Recycling Fund	
Supplies, Materials, & Other	\$220,000
Total	<u>\$220,000</u>
620 Stormwater - Operating	
Supplies, Materials, & Other	\$84,950
Total	<u>\$84,950</u>
625 Stormwater - Capital	
Supplies, Materials, & Other	\$100,000
Total	<u>\$100,000</u>
805 Cemetery Trust Income Fund	
Supplies, Materials, & Other	\$4,000
Total	<u>\$4,000</u>
810 Fire Donation Trust	
Supplies, Materials, & Other	\$10,000
Total	<u>\$10,000</u>
815 Police Donation Trust	
Supplies, Materials, & Other	\$5,000
Total	<u>\$5,000</u>
820 City Beautification	
Supplies, Materials, and Other	\$3,000
Total	<u>\$3,000</u>
825 Parks & Recreation Trust Fund	
Supplies, Materials, and Other	\$15,000
Total	<u>\$15,000</u>

840 Cemetery Improvement Fund	
Supplies, Materials, and Other	\$2,300
Total	<u>\$2,300</u>

**GRAND TOTAL** \$22,829,790

**SECTION TWO:**

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

	as of 11/01/24	Expected 2025 Receipts	Total
Fund #236 - CDBG Home Repair	\$52,415	\$0	\$52,415
Fund #240 - FAA Master Plan	\$0	\$288,450	\$288,450
Fund #250 - Law Enforcement	\$76,727	\$18,000	\$94,727
Fund #255 - Mandatory Drug Fine	\$24,484	\$3,000	\$27,484
Fund #257 - Diversion Program Fund	\$10,003	\$3,000	\$13,003
Fund #260 - Indigent Alcohol	\$68,150	\$15,000	\$83,150
Fund #265 - Probation Office	\$33,885	\$130,000	\$163,885
Fund #270 - Victim Assistance Grant	\$0	\$26,000	\$26,000
Fund #280 - Probation Grant	\$22,923	\$87,326	\$110,249
Fund #403 - Court Improvement	\$153,081	\$127,800	\$280,881
Fund #835 - Mausoleum Trust	\$132,237	\$55,000	\$187,237

**SECTION THREE:**

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

**SECTION FOUR:**

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

**SECTION FIVE:**

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

**SECTION SIX:**

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

**SECTION SEVEN:**

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

**SECTION EIGHT:**

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

**SECTION NINE:**

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

\_\_\_\_\_  
President

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

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

This resolution approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *W. M. P...* 11/6/2024  
Director of Law Date

Jumper: \_\_\_\_\_ Yay \_\_\_\_\_ Nay \_\_\_\_\_ N/A

Scott: \_\_\_\_\_ Yay \_\_\_\_\_ Nay \_\_\_\_\_ N/A

Davis: \_\_\_\_\_ Yay \_\_\_\_\_ Nay \_\_\_\_\_ N/A

Truelove: \_\_\_\_\_ Yay \_\_\_\_\_ Nay \_\_\_\_\_ N/A

Thackery: \_\_\_\_\_Yay \_\_\_\_\_Nay \_\_\_\_\_N/A

Collier: \_\_\_\_\_Yay \_\_\_\_\_Nay \_\_\_\_\_N/A

Bean: \_\_\_\_\_Yay \_\_\_\_\_Nay \_\_\_\_\_N/A



## **ORDINANCE NO. 4390-24**

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA FIREFIGHTERS AND THE URBANA FIREFIGHTERS ASSOCIATION, I.A.F.F. LOCAL 595, AND DECLARING AN EMERGENCY. (Three (3) readings required, no public hearing required)**

**Department Requesting: Administration**

**Sponsor: Councilman Edwin Davis**

**WHEREAS**, the most recent collective bargaining agreement between the City of Urbana and its firefighters, represented by the Urbana Firefighters Association, I.A.F.F. Local 595, expired on November 15, 2024; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4117, the City engaged in negotiations with the bargaining unit representing the firefighters on terms of a successor agreement; and

**WHEREAS**, Sections 2.11 and 2.15 of the Urbana City Charter permit adoption as an emergency to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement has expired and the firefighters provide services necessary to the preservation of public peace, health, and safety and welfare,

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

**SECTION ONE:** That a three (3) year agreement between the City of Urbana and its firefighters, represented by The Urbana Firefighters Association, I.A.F.F. Local 595, copy of which is attached to this ordinance and incorporated herein by reference as Exhibit A, is approved as to form and substance and the Director of Administration is authorized to execute said agreement on behalf of the City.

**SECTION TWO:**

Formal actions of this City Council concerning and relating to the passage of this ordinance were adopted in an open meeting in compliance with all legal requirements including O.R.C. §121.22 and Urbana Codified Ordinances §107.01.

**SECTION THREE:**

Council declares an emergency pursuant to Urbana City Charter §2.11 and this Ordinance shall take effect immediately upon passage to preserve public health, safety and welfare.

---

President of City Council

(ORDINANCE NO. 4390-24)

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *W. M. Donator* 11/11/2024  
Director of Law                  Date

Jumper:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Scott:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Davis:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Truelove:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Thackery:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Collier:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Bean:          \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

**MEMORANDUM**

**To:** Bill Bean, Mayor  
Chris Boettcher, Director of Finance  
Mark Feinstein Director of Law  
Dean Ortlieb, Fire Chief  
Cat Jones, HR Manager  
Urbana City Council Members

**From:** Kerry Brugger, Director of Administration

**Date:** November 19, 2024

**Subject:** Summary of the Agreement(s) between the City of Urbana and the Urbana Firefighters Association, I.A.F.F., Local 595 (Firefighters and Fire Captains & Lieutenants)

The current three (3) year Agreements with the Urbana Firefighters Assn., I.A.F.F., Local 595, Firefighters & Fire Captains expired November 14, 2024. Effective with the new collective bargaining agreements (CBA’s), the fire lieutenants were included with the fire captains agreement and negotiated jointly.

After preliminary discussion/communication, seven (7) negotiation sessions were held, beginning October 1, 2024. Sixteen (16) Articles and two (2) MOU’s were brought forward for negotiation. Agreements were reached on all open items, and the management negotiations team reached a tentative agreement with the I.A.F.F., Local 595 on November 5, 2024. The union ratified the contract on November 12, 2024.

Ordinances 4390-24 (Firefighters) and 4392-24 (Fire Capt. & Lt.) are being presented to City Council for authorization to sign the respective Agreements. Following is a brief description of the pertinent changes in each article of the Agreement, with negotiated Articles identified in **bold print**:

<b>Article Number</b>	<b>Title of Article</b>	<b>Pertinent Changes</b>
1	Agreement/Purpose	Left as current language.
2	<b>Recognition and Dues Deduction</b>	<b>Left as current language</b>
3	Management Rights	Left as current language.
4	Labor/Management Committee	Left as current language.
5	Seniority, Layoff/Recall	
6	Military Leave	Left as current language.
7	Jury Duty	Left as current language.
<b>8 (Firefighters)</b>	<b>Base Rate of Pay</b>	<p>&gt;Agreed to a \$0.50/hr. market adjustment for the probationary FF step plus an 8.0% increase in the 1<sup>st</sup> contract year; a 5.0% base wage increase in the 2<sup>nd</sup> year, a \$0.25/hr. increase for the probationary FF plus a 5.0% in the 3<sup>rd</sup> contract year.</p> <p>&gt;Reduced the out-of-class adjustment from 5% to 3%.</p>

8 (Capt. & Lt.)	Base Rate of Pay	<p>&gt;<b>Lt.:</b> Agreed to a new table for Lt. wages. Tier 1 allows for a 3% increase above the &gt;20 yr. FF. Tier 2 allows for a 6% increase above the &gt;20 yr. FF. Tier 3 allows for a 9% increase above the &gt;20 yr. FF.</p> <p>&gt;<b>Capt.:</b> Agreed to a new table for Capt. wages. Tier 1 allows for a 3% increase above the &gt;2 yr. Lt. Tier 2 allows for a 6% increase above the &gt;2 yr. Lt. Tier 3 allows for a 9% increase above the &gt;2 yr. Lt.</p> <p>&gt;Reduced the “out-of-class” adjustment from 5% to 3%, but maintained the “Acting Chief” premium compensation at 5% above regular pay scale.</p>
9	Paramedic Compensation	Left as current language. (Updated table to reflect base pay increase.)
10	Medical, Hospital, Life, and Liability Insurance Benefits.	Left as current language
11	Sick Leave	Left as current language.
12	Personal Days	Revised language to allow new employees to accrue personal days on a pro-rated basis.
13	Overtime and Compensatory Time	>Adjusted pay rate calculation from 1.4 standard pay rate to 1.44 for personnel on 40 hr. assignment.
14	Holidays	Left as current language.
15	Vacation (Annual Leave)	Replaced “retirement” language with “separation of service” language in the exchange of unused vacation section.
16	Extended Injury Leave/Modified Duty	Deleted. Will follow Employee Handbook. Leaving article number in place as “open” for future use, if needed.
17	Uniform Allowance	Eliminated allowance and will transition to the quartermaster system, including a new Uniform Standards policy.
18	Education Incentive Plan	Adjusted language to allow tuition reimbursement (up to \$5,000/year) for successful completion of accredited

		<b>certificate or degreed programs in Fire Science, Fire &amp; EMS Management, The Ohio Fire Chief's Association's Executive Officer, or other relevant coursework pre-approved by the Fire Chief.</b>
19	Personal Property Replacement	Left as current language.
<b>20</b>	<b>Food Allowance</b>	<b>Removed from Agreement</b>
<b>21</b>	<b>Drug &amp; Alcohol Policy</b>	<b>Modified language to better align with the City's Employee Handbook.</b>
22	Residency	Left as current language.
<b>23</b>	<b>Recall Procedure</b>	<b>Left as current language.</b>
24	Health and Safety	Left as current language.
<b>25</b>	<b>Leap Year Rotation</b>	<b>Left as current language.</b>
26	Transfers	Left as current language.
<b>27</b>	<b>Duration</b>	<b>Agreed to a 3-year contract; 11/15/24 to 11/14/2027</b>
<b>28</b>	<b>Grievance Procedures (Discipline &amp; Interpretation of Contract)</b>	<b>Left as current language.</b>
29	Severability	Left as current language.
30	Nondiscrimination	Left as current language.
31	Inconsistent Ordinance Repealed	Left as current language.
<b>New Article</b>	<b>Physical Ability Testing</b>	<b>City proposed new article for voluntary physical ability testing with monetary incentive. Proposal withdrawn.</b>
MOU (Memorandum of Understanding)	Batavia	No change. In 2000, a Union circumvented an Agreement by arguing that the employer had not met their statutory obligation to layoff standards in the Ohio Revised Code (ORC). The Employer argued that they had no ORC obligation since they have an Agreement. The Ohio Supreme Court sided with the Union. This MOU stops this problem.
<b>MOU (Memorandum of Understanding)</b>	<b>Training/Continuing Education</b>	<b>Left as current language with the exception of removing the FETN acronym in item No. 3.</b>
<b>MOU (Memorandum of Understanding) (Firefighters)</b>	<b>Future Lieutenant Classification</b>	<b>Removed. MOU was satisfied during term of previous CBA.</b>

## ORDINANCE NO. 4392-24

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA FIRE CAPTAINS & LIEUTENANTS AND THE URBANA FIREFIGHTERS ASSOCIATION, I.A.F.F. LOCAL 595, AND DECLARING AN EMERGENCY. (Three (3) readings required, no public hearing required)**

**Department Requesting: Administration**

**Sponsor: Councilman Edwin Davis**

**WHEREAS**, the most recent collective bargaining agreement between the City of Urbana and its captains and lieutenants, represented by the Urbana Firefighters Association, I.A.F.F. Local 595, expired on November 14, 2024; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4117, the City engaged in negotiations with the bargaining unit representing the fire captains and lieutenants on terms of a successor agreement; and

**WHEREAS**, Sections 2.11 and 2.15 of the Urbana City Charter permit adoption as an emergency to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement has expired and the fire captains and lieutenants provide services necessary to the preservation of public peace, health, and safety and welfare,

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

**Section One:** That a three (3) year agreement between the City of Urbana and its fire captains and lieutenants, represented by The Urbana Firefighters Association, I.A.F.F. Local 595, copy of which is attached to this ordinance and incorporated herein by reference as Exhibit A, is approved as to form and substance and the Director of Administration is authorized to execute said agreement on behalf of the City.

**Section Two:**

Formal actions of this City Council concerning and relating to the passage of this ordinance were adopted in an open meeting in compliance with all legal requirements including O.R.C. §121.22 and Urbana Codified Ordinances §107.01.

**Section Three:**

Council declares an emergency pursuant to Urbana City Charter §2.11 and this Ordinance shall take effect immediately upon passage to preserve public health, safety and welfare.

---

President of City Council

(ORDINANCE NO. 4392-24)

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *Mick M. Plummer* 11/11/2024  
Director of Law                      Date

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

## **ORDINANCE NO. 4395-24**

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA POLICE PATROL OFFICERS AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. AND DECLARING AN EMERGENCY. (Three (3) readings required, no public hearing required)**

**Department Requesting: Administration**

**Sponsor: Councilman Edwin Davis**

**WHEREAS**, the most recent collective bargaining agreement between the City of Urbana and its police patrol officers, represented by the Fraternal Order of Police, expires on December 31, 2024; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4117, the City engaged in negotiations with the bargaining unit representing the police patrol officers on terms of a successor agreement; and

**WHEREAS**, Sections 2.11 and 2.15 of the Urbana City Charter permit adoption as an emergency to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement has expired and the police patrol officers provide services necessary to the preservation of public peace, health, and safety and welfare,

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

**SECTION ONE:** That a three (3) year agreement between the City of Urbana and its police patrol officers, represented by the Fraternal Order of Police/Ohio Labor Council, Inc., copy of which is attached to this ordinance and incorporated herein by reference as Exhibit A, is approved as to form and substance and the Director of Administration is authorized to execute said agreement on behalf of the City.

**SECTION TWO:**

Formal actions of this City Council concerning and relating to the passage of this ordinance were adopted in an open meeting in compliance with all legal requirements including O.R.C. §121.22 and Urbana Codified Ordinances §107.01.

**SECTION THREE:**

Council declares an emergency pursuant to Urbana City Charter §2.11 and this Ordinance shall take effect immediately upon passage to preserve public health, safety and welfare.

---

President of City Council



(ORDINANCE NO. 4395-24)

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *Wade M. Pennington* 11/11/2024  
Director of Law                      Date

Jumper:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Scott:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Davis:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Truelove:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Thackery:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Collier:       \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Bean:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

## MEMORANDUM

**To:** Mayor Bill Bean  
Chris Boettcher, Director of Finance  
Mark Feinstein, Director of Law  
Matt Lingrell, Police Chief  
Cat Jones, HR Manager  
Urbana City Council Members

**From:** Kerry Brugger

**Date:** November 19, 2024

**Subject:** Summary of the Tentative Agreement between the City of Urbana and the Urbana Fraternal Order of Police, (Sergeants & Patrol Officers)

---

The current three (3) year Agreements between the City of Urbana and the Urbana Fraternal Order of Police, (Sergeants & Patrol Officers) expires December 31, 2024.

After preliminary discussion/communication, negotiations started October 10, 2024. This was the fourth time both units, Sergeants and Patrol Officers, negotiated jointly in the sessions. Combined, five (5) Articles were brought forward for negotiation. Agreements were reached on all open items, and the management negotiations team reached a tentative agreement with the Urbana Fraternal Order of Police on October 28, 2024. The union ratified the contract on November 7, 2024.

Ordinances 4395-24 (Patrol Officers) and 4396-24 (Sergeants) are being presented to City Council for authorization to sign the respective Agreements. Following is a brief description of the pertinent changes in each article (Items in bold are the changes made in the Agreements):

Article Number	Title of Article	Pertinent Changes
1	Agreement/Purpose	Left as current language.
2	Recognition	Left as current language.
3	Non-Discrimination	Left as current language.
4	Union Privileges	Left as current language.
5	Authorization/Union Membership	Left as current language.
6	Management Rights	Left as current language.
7	No Strike/No Lockout	Left as current language.
8	Labor/Management Committee	Left as current language.
9	Probationary Periods	Left as current language.
10	Seniority	Left as current language.
11	Layoff/Recall	Left as current language.
12	Investigation & Discipline	Left as current language.
13	Grievance Procedure	Left as current language.

<b>14 (Patrol)</b>	<b>Wages &amp; Benefits</b>	<b>Agreed to a \$2.75/hr. market adjustment + 4.0% in the 1<sup>st</sup> contract year, and a 4.0% base wage increase in each of the 2<sup>nd</sup> and 3<sup>rd</sup> contract years.</b>
<b>14 (Sergeant)</b>	<b>Wages &amp; Benefits</b>	<b>Agreed to a \$2.75/hr. market adjustment + 4.0% in the 1<sup>st</sup> contract year, and a 4.0% base wage increase in each of the 2<sup>nd</sup> and 3<sup>rd</sup> contract years.</b>
15	Medical, Hospital, Life, and Liability Insurance Benefits.	Left as current language.
16	Holidays	Left as current language.
17	Annual Leave (Vacation)	Left as current language.
18 (Patrol)	Sick Leave	Left as current language.
<b>18 (Sergeant)</b>	<b>Sick Leave</b>	<b>Left as current language.</b>
19	Sick Leave Incentive Days	Left as current language.
<b>20</b>	<b>Extended Injury Leave</b>	<b>Left as current language.</b>
21	Military Leave	Left as current language.
22	Jury Duty	Left as current language.
23	Hours of Work and Overtime	Left as current language.
24	Special Scheduling	Left as current language.
25	Shift Trading & Bidding	Left as current language.
26	Personal Property Replacement	Left as current language.
27	Uniform Fund	Left as current language.
28	Educational Incentive Plan	Left as current language.
29	Residency	Left as current language.
30	Fitness Standards	Left as current language.
<b>31</b>	<b>Drug &amp; Alcohol Policy</b>	<b>Left as current language with exception of adding clarifying language in a new section, 31.9.</b>
32 (Patrol)	Miscellaneous Non-economic	Left as current language.
32 (Sergeant)	Reserved	Left as current language.
33	Severability	Left as current language.
<b>34</b>	<b>Duration and Termination</b>	<b>Agreed to a 3-year contract; 1/1/2025 thru 12/31/2027.</b>

## **ORDINANCE NO. 4396-24**

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA POLICE SERGEANTS AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC., AND DECLARING AN EMERGENCY. (Three (3) readings required, no public hearing required)**

**Department Requesting: Administration**

**Sponsor: Councilman Edwin Davis**

**WHEREAS**, the most recent collective bargaining agreement between the City of Urbana and its police patrol officers, represented by the Fraternal Order of Police, expires on December 31, 2024; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4117, the City engaged in negotiations with the bargaining unit representing the police sergeants on terms of a successor agreement; and

**WHEREAS**, Sections 2.11 and 2.15 of the Urbana City Charter permit adoption as an emergency to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement has expired and the police sergeants provide services necessary to the preservation of public peace, health, and safety and welfare,

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

**SECTION ONE:** That a three (3) year agreement between the City of Urbana and its police sergeants, represented by the Fraternal Order of Police/Ohio Labor Council, Inc., copy of which is attached to this ordinance and incorporated herein by reference as Exhibit A, is approved as to form and substance and the Director of Administration is authorized to execute said agreement on behalf of the City.

**SECTION TWO:**

Formal actions of this City Council concerning and relating to the passage of this ordinance were adopted in an open meeting in compliance with all legal requirements including O.R.C. §121.22 and Urbana Codified Ordinances §107.01.

**SECTION THREE:**

Council declares an emergency pursuant to Urbana City Charter §2.11 and this Ordinance shall take effect immediately upon passage to preserve public health, safety and welfare.

---

President of City Council

(ORDINANCE NO. 4396-24)

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED: *Michael J. Pender* *11/11/2024*  
Director of Law                      Date

Jumper:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Scott:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Davis:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Truelove:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Thackery:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Collier:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Bean:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

## **ORDINANCE NO. 4612-24**

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH URBANA0624C, LLC (Three (3) readings required, no public hearing required)**

**Department Requesting: Community Development      Sponsor: Councilman Pat Thackery**

**WHEREAS**, Urbana0624C, LLC desires to annex approximately 191.589 acres +/- of property that is located on US Route 68 South by petition of the current landowners, Board of Commissioners of Champaign County, OH and Organ Farms LLC; and

**WHEREAS**, in addition, as part of a larger annexation of territory, an additional 28.397 acres +/- of property that is controlled by the Governing Board of the Madison-Champaign Educational Service Center and Urbana Health Facilities, LLC is anticipated to be included with this annexation petition; and

**WHEREAS**, this territory to be annexed is located adjacent to and beyond the present corporate boundaries of the City of Urbana; and

**WHEREAS**, Urbana0624C desires to annex the approximately 191.589 acres +/- in order to obtain municipal services to support this property and its future development; and

**WHEREAS**, Urbana0624C further desires to seek said rezoning of the approximately 191.589 acres +/- concurrently with the processing of the annexation petition related to the property; and

**WHEREAS**, the City of Urbana and Urbana0624C, LLC have agreed that it is in the best interest of both parties to enter into a pre-annexation agreement pertaining to the pending submittal of an annexation petition for approximately 191.589 acres +/- by petition of the current landowners, Board of Commissioners of Champaign County, OH and Organ Farms LLC.

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

**SECTION ONE:**

That the Director of Administration shall be authorized and directed to enter into a pre-annexation agreement with Urbana0624C in general accordance with the draft agreement identified as Exhibit A, as attached hereto and made a part hereto.

**SECTION TWO:**

That the Director of Administration is further authorized and directed to take subsequent action, upon execution of said agreement, to fulfill the City of Urbana's requirements under said agreement.

**SECTION THREE:**

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

**SECTION FOUR:**

That this Ordinance shall take effect at the earliest time provided by law.

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

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

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

This Ordinance approved by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

REVIEWED:  11/13/2024  
Director of Law                      Date

Jumper:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Scott:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Davis:         \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Truelove       \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Thackery:     \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Collier:        \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

Bean:          \_\_\_\_ Yay        \_\_\_\_ Nay        \_\_\_\_ N/A

**EXHIBIT A (ORDINANCE 4612-24)**

**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement ("Agreement") is entered into on \_\_\_\_\_2024, by and between Urbana0624C, LLC, an Ohio Limited Liability Company ("Company" or "Developer"), whose mailing address is 720 E. Broad Street Columbus, OH 43215 and the City of Urbana, OH ("Urbana" or "City"), an Ohio municipal corporation, whose mailing address is, 205 South Main Street, Urbana OH 43078 (referred to collectively as "Parties").

**RECITALS**

WHEREAS, the Company is in contract to purchase certain real property (approximately 191.589 acres +/- of property) located in Urbana Township, Champaign County, Ohio with an address of 0 US Route 68 South, Urbana OH 43078 (the "Property"), being more fully described and as attached Exhibits B & C and incorporated herein; and

WHEREAS, the Property is located adjacent to and beyond the present corporate boundaries of the City of Urbana; and

WHEREAS, the Company desires to annex the Property to the City of Urbana in order to obtain municipal services to support the Property and its future development; and

WHEREAS, The City of Urbana desires to annex the Property.

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

1. **Annexation:**

- a. The City and Company acknowledge and agree that the Property will be annexed in one annexation petition. The Company will, at its own expense, prepare the necessary annexation petition with accompanying maps or plats. The Petitioners shall appoint attorney Andrew Wecker with the law firm of Wright and Moore Law Company, LPA, whose mailing address is 137 North Sandusky St., Delaware, OH 43015 as agent for the current owners of the Property ("Agent"). The annexation petition shall be filed by Agent as an "Expedited Type II" annexation as provided in Section 709.023 of the Ohio Revised Code. Agent shall file the signed and completed petitions with the board of county commissioners and shall provide notice and service to all parties required under the Ohio Revised Code. Company agrees to pay any filing fee(s) charged by the board of county commissioners for the filing and processing of the petition. Company agrees that it will take all reasonable actions which are necessary to cause the current owners of the property not to withdraw their names from, or request withdrawal of, the petitions during the annexation processes and/or any subsequent administrative or legal action involving the annexations.



- b. The Parties agree to cooperate and provide information necessary for the county commissioners to review the annexation as required by Section 709.023 of the Ohio Revised Code.
- c. Should the annexation be approved, the Parties agree to process the annexation as provided by law subject to the terms of this Agreement.
- d. Company, at its own expense, agrees to file or arrange to file an annexation petition, map, and plat that complies with Section 709.023 of the Ohio Revised Code within thirty (30) days after the execution of this Agreement.

2. Municipal Services:

- a. The City of Urbana agrees to enact, within twenty (20) days after the date of the filing of the annexation petition with the board of county commissioners, the appropriate service and zoning buffer resolutions as required by Chapter 709 of the Ohio Revised Code. The resolutions, once adopted, shall be immediately certified, and filed with the Clerk of the Commissioners.
- b. The Parties acknowledge that centralized water and sanitary sewer services will be provided by the City of Urbana. Such services are projected to come online at some point in the future. The Company's development plans and plats shall be planned and approved to have extended validity to allow necessary infrastructure and capacity to be constructed.
- c. That, with respect to the territory proposed for annexation aforesaid, the City of Urbana will provide such services as are otherwise provided to incorporated areas of this City in accordance with applicable contemporary law, practice, custom, regulation and resources. The services of the City of Urbana currently include, but are not limited to, police, fire, ambulance, repair and maintenance of publicly dedicated streets, zoning, access to existing municipal water and sewer lines and service as well as general municipal government.

3. Zoning:

- a. The Property sought to be annexed is currently zoned U-1 (Rural District) in Urbana Township. The Parties acknowledge that the Company desires to rezone the Property to PUD (Commercial Industrial) under the City of Urbana's Zoning Code. The City of Urbana's South Main Street Corridor Plan will be utilized in the development of the PUD and the related road network. The Company intends to file a request to rezone the Property concurrently with the filing of the annexation petition. Once filed, the rezoning request will be reviewed and decided upon by the City of Urbana utilizing the regular process for processing an application to rezone in the City and there is no guarantee that any particular zoning will be granted.

- b. The City of Urbana agrees to promptly cooperate and assist the Owner, its successors or assignees, to facilitate the annexation, zoning, and development, including, but not limited to, required meetings or hearings.
- c. The City of Urbana recognizes that once each annexation is placed before the Urbana City Council, after the expiration of 60 days from the date when the transcript the proceedings of the Champaign County Board of Commissioners has been delivered to the City of Urbana, the City of Urbana has one hundred twenty (120) days to accept or reject the annexation. The City of Urbana agrees that it will accept a complete application to rezone the entire property to a PUD (Commercial Industrial) and conduct rezoning hearings under its normal procedures. In the event that the Property is annexed but the Property is then not rezoned in a manner that is satisfactory to Developer, or if Developer exhausts its appeals of the City of Urbana zoning determination, or the proposed rezoning is subject to referendum and/or rejected by the voters, and/or if water and sewer capacity is not made available to service the development of the Property in order to satisfy the Developer's schedule, The City of Urbana agrees to execute a petition to detach the entire Property from its jurisdiction upon the request of Developer or Company.

4. Representations and Warranties of The City of Urbana

- a. The City of Urbana hereby represents and warrants to the Company:
  - i. The City of Urbana is a duly established and validly existing municipal corporation within the State of Ohio, with all requisite power and authority to enter into this Agreement, pursuant to law, and to perform its obligations hereunder;
  - ii. The City of Urbana, acting by and through its agents, has taken all such actions which are necessary or appropriate to authorize the execution of this Agreement by the person executing the same; and
  - iii. This Agreement is the valid and binding act of the City of Urbana, enforceable against the City in accordance with its terms.

5. Representations and Warranties of Petitioner:

- a. Company hereby represents and warrants to The City of Urbana that:
  - i. Company is in contract to purchase the property to included in the annexation petition; and

- ii. Company, acting by and through its agents, has taken all such actions which are necessary to appropriate to authorize the execution of this Agreement by the person executing the same.

6. Waiver:

- a. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

7. Execution:

- a. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement.
- b. As used herein, the term "Agreement" shall mean this Agreement and any Exhibits hereto. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

8. Severability:

- a. If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

9. Governing Law:

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

10. Relationship of the Parties:

- a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

11. No Third-Party Beneficiary:

- a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

12. Time is of the Essence:

- a. Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder.

13. Force Majeure:

- a. Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, and conditions that could not have been reasonably foreseen by the claiming party.

14. Approvals:

- a. Unless otherwise stated herein, whenever a party to this Agreement is required to consent to, or approve an action by the other party or to approve any such action taken by another party, such approval or consent shall be given or withheld within the earliest time allowed by law and the process that is utilized in performing the function.

15. Binding Effect:

- a. This Agreement and all of the provisions herein shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

16. Entire Agreement/Merger:

- a. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all agreements, oral or written.

17. Survival:

- a. The representations, warranties, and covenants contained in this Agreement shall not terminate for a period of twenty (20) years.

18. Notice:

- a. All required notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally or (b) three (3) business days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or facsimile telephone transmission, if given below, or later provided, addresses as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

with a copy to:

Highland Realty Development, LLC  
Attn: Randy Loebig, President  
720 E. Broad Street  
Columbus, OH 43215

City of Urbana, OH  
Attn: Kerry Brugger, Director of Administration  
205 South Main Street  
Urbana, OH 43078

**SIGNATURE PAGE TO FOLLOW**

**COMPANY:**

Urbana0624C, LLC

720 E. Broad Street

Columbus, OH 43215

Urbana0624C, LLC

By: \_\_\_\_\_

Scott Mallory, Managing Member

Date: \_\_\_\_\_

**CITY OF URBANA:**

City of Urbana, OH

205 South Main Street

Urbana, OH 43078

City of Urbana, OH

By: \_\_\_\_\_

Kerry Brugger, Director of Administration

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

City of Urbana, OH

By: \_\_\_\_\_

Mark Feinstein, Director of Law

Date: \_\_\_\_\_

# Exhibit B

## LEGAL DESCRIPTION

BEING PART OF A 143.509-ACRE TRACT OF LAND OWNED BY CHAMPAIGN COUNTY INFIRMARY AS CONVEYED IN DEED BOOK T, PAGE 142 OF THE CHAMPAIGN COUNTY DEED RECORDS, SITUATE IN THE NORTHEAST QUARTER OF SECTION 27, TOWN 5, RANGE 11 B.T.M.R.S. AND THE NORTHWEST QUARTER OF SECTION 21, TOWN 5, RANGE 11, B.T.M.R.S, URBANA TOWNSHIP, CHAMPAIGN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at a Mag nail set at the intersection of the centerline of US Route 68 (RW width varies) and the centerline of Campground Road (60' RW) and being on the south line of Section 22 and the north line of Section 21;

thence, on a curve to the right with a radius of 5729.60 feet, an arc distance of 151.51 feet, a delta angle of  $01^{\circ}30'54''$ , and a chord bearing South  $26^{\circ}35'40''$  West, 151.50 feet, along the centerline of U.S. Route 68 to a Mag nail set;

thence, South  $27^{\circ}21'07''$  West, 696.74 feet, along the centerline of U.S. Route 68 to a Mag nail set at the northeast corner of a 2.660-acre tract of land owned by Madison-Champaign Educational Service Center as conveyed in Official Record 573, Page 12;

thence, North  $83^{\circ}01'45''$  West, 1066.08 feet, along the north line of said 2.660-acre Madison-Champaign tract and beyond to an iron pin found at the northwest corner of an 8.051-acre tract of land owned by Madison-Champaign Educational Service Center as conveyed in Official Record 573, Page 12, passing for reference an iron pin found at 60.05 feet;

thence, South  $01^{\circ}03'50''$  West, 529.25 feet, along the west line of said 8.051-acre Madison-Champaign Educational Service Center tract to an iron pin found on the north line of a 14.328-acre tract owned by Urbana Health Facilities LLC as conveyed in official Record 474, Page 730;

thence, North  $88^{\circ}04'27''$  West, 467.58 feet, along the north line of said 14.328-acre Urbana Health Facilities LLC tract and beyond to an iron pin found at the northwest corner of a 2.693-acre tract of land owned by Urbana Health Facilities LLC as conveyed in Official Record 554, Page 269;

thence, South  $03^{\circ}21'46''$  West, 280.54 feet, along the west line of said 2.693-acre Urbana Health Facilities LLC tract to an iron pin with cap set on a new division line;

thence, North  $86^{\circ}13'01''$  West, 1517.98 feet, along the new division line to an iron pin with cap set on the east line of a tract of land owned by Arthur Bryce Hill Jr. as conveyed in Official Record 434, Page 1414;

thence, North 05°35'35" East, 1739.47 feet, along the east line of said Arthur Bryce Hill tract to an iron pin found at the southeast corner of a tract of land owned by C. Vance Brand as conveyed in Deed Volume 238, Page 883 and being on the north line of Section 27 and the south line of Section 28;

thence, South 82°50'09" East, 3310.74 feet, along the north line of Section 27 and the south line Section 28 and beyond to the place of beginning, passing for reference an iron pin with cap set at 3268.42 feet.

Containing 94.498 acres more or less with 0.963 acres more or less being within existing road right-of-way and all being subject to any legal highways and easements of record. With 85.292 acres being within Section 27 and 9.206 acres being within Section 21.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated October 16, 2024.

All iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

  
Allen J. Bertke, PS #8629



10/16/2024  
Date



# Exhibit C

## LEGAL DESCRIPTION

BEING A PART OF A 50.878-ACRE TRACT OF LAND AS CONVEYED IN OFFICIAL RECORD 585, PAGE 1784 AND A PART OF A 63.410-ACRE TRACT OF LAND AS CONVEYED IN OFFICIAL RECORD 582, PAGE 5463 OF THE CHAMPAIGN COUNTY DEED RECORDS AND BEING OWNED BY ORGAN FARMS LLC, SITUATE IN SECTION 22 AND SECTION 28, TOWN 5, RANGE 11, URBANA TOWNSHIP, CHAMPAIGN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at a Mag nail set at the intersection of the centerline of US Route 68 (R/W width varies) and the centerline of Campground Road (60' R/W) and being at the northeast corner of a 143.509-acre tract of land owned by Champaign County Infirmary as conveyed in Deed Book T, Page 142 and being on the south line of Section 22 and the north line of Section 21;

thence, North 82°-50'-09" West, 3310.74 feet, along the north line of Section 21 and the south line of Section 22 and beyond to an iron pin found on the north line of Section 27 and the south line of Section 28 and being at the northwest corner of a 143.509-acre tract of land owned by Champaign County Infirmary as conveyed in Deed Book T, Page 142, the northeast corner of a 161.0-acre tract of land owned by Arthur Bryce Hill Jr. as conveyed in Official Record 434, Page 1414 and the southeast corner of a 111.279-acre tract of land owned by C. Vance Brand as conveyed in Official Record 442, Page 1, passing for reference an iron pin with cap set at 31.68 feet;

thence, North 05°-30'-28" East, 1462.82 feet, along the east line of said 111.279-acre C. Vance Brand tract to a Mag nail found in a wooden post on the south line of a tract of land owned by Rittal Corporation as conveyed in Official Record 268, Page 683;

thence, South 83°-11'-48" East, 2790.74 feet, along the south line of said Rittal Corporation tract and beyond to an iron pin with cap set on the south line of a tract of land owned by Brand Investments Ltd. as conveyed in Official Record 404, Page 650 and being on a new division line;

thence, South 06°-48'-12" West, 1230.91 feet, along the new division line to an iron pin with cap set;

thence, South 82°-50'-09" East, 637.91 feet, along the new division line to a Mag nail set on the centerline of US Route 68, passing for reference an iron pin with cap set at 606.23;

thence, South 25°-40'-07" West, 245.64 feet, along the centerline of US Route 68 to a Mag nail set;

thence, on a curve to the right with a radius of 5729.60 feet, an arc distance of 16.83 feet, a delta angle of 00°-10'-06", and a chord bearing South 25°-45'-10" West, 16.83 feet, along the centerline of US Route 68 to the place of beginning.

Containing 97.090 acres more or less with 0.181 acres more or less being within existing road right-of-way and all being subject to any legal highways and easements of record. With 90.000 acres being within Section 28 and 7.090 acres being within Section 22.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated October 28, 2024.

All iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

  
Allen J. Bertke PS #8629



10/28/2024  
Date

## **ORDINANCE NO. 4388-25**

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

**Department Requesting: Administration**

**Sponsor: Edwin Davis**

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

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

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

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

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

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

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

**SECTION ONE:**

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

**SECTION TWO:**

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

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

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

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

This Ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

REVIEWED: *M. M. Painter* 11/20/2024  
Director of Law                      Date

Jumper:        \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Scott:         \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Davis:         \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Truelove      \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Thackery:     \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Collier:       \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

Bean:         \_\_\_\_\_ Yay        \_\_\_\_\_ Nay        \_\_\_\_\_ N/A

## AGREEMENT

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

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

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

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

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

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

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

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

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

3. A major purpose of this Agreement is to enable the City to obtain partial reimbursement from the Ohio Public Defender Commission of attorney fees and expenses for counsel appointed in the Municipal Court for indigent persons charged with the commission of a criminal offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this Agreement shall be resolved in favor of obtaining this result.
4. The City agrees to reimburse the County for that portion of the costs not reimbursed by the State of Ohio for providing counsel to indigent persons charged with the commission of an offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
5. Payment by the City for representation of such indigent persons in the Municipal Court shall not exceed the fee schedule in effect and adopted by the Champaign County Board of County Commissioners.
6. The duration of this Agreement shall be for the term of one year commencing on January 1, 2025 and ending on December 31, 2025.
7. If either the County or the City shall fail to fulfill, in a reasonable, timely and proper manner, its obligations under this Agreement or if either party shall substantially violate any of the covenants, Agreements, or stipulations of this Agreement, then the aggrieved party shall have the right to terminate this Agreement by giving thirty days written notice of such termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.
8. This Agreement may only be amended by written agreement signed by the parties and made a part hereof.
9. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against the application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The County shall insert a similar provision in any subcontract for services covered by this Agreement.
10. No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF CHAMPAIGN COUNTY

Witness

by \_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

CITY OF URBANA, OHIO

Attest

by \_\_\_\_\_

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Champaign County Prosecuting Attorney