URBANA CITY COUNCIL
REGULAR SESSION MEETING
August 4, 2026
(To be held in the Champaign County Community Center, 1512 S US 68)

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

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

- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **City Council Data Center Moratorium Committee Update**
- **Approval of Minutes**: Urbana City Council Regular Meeting Minutes of July 21, 2026
- **Communications:**
    1. City of Urbana Shade Tree Commission Meeting Minutes from April 9, 2026 (See Attached)
    2. Safety Committee Meeting Minutes from June 18, 2026 (See Attached)
    3. City of Urbana Second Quarter 2026 Highlights (See Attached)

Board of Control:

1. (Mr. Mitchell) The Board of Control recommends Council authorize a purchase order in the amount of $50,957 to Water Works Metrology for our annual water meter maintenance contract fee. This is year 6 of a 15 year agreement with scheduled increases each year, this being the first year over the $50K threshold. This expense will be charged to the Water Fund and is in the 2026 budget. (See BOC Attachment #1) **VOTE: 3-0**

2. (Mr. Mitchell) The Board of Control recommends Council authorize a purchase order in the amount of $80,400 to Calgon Carbon Corporation for a carbon exchange at the Old Troy Pike facility. This is the second year the City has had to maintain this facility as the agreement with Honeywell expired at the end of 2024. This expense will be charged to the Water Fund and is in the 2026 budget. (See BOC Attachment #2) **VOTE: 3-0**

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

(The President shall recognize any members of the public who have signed in to address Council at the allotted time unless specified otherwise in the agenda. Members of the public must use the microphone at the podium and state their name and address for the minutes. Each member of the public has a time limit of 5 minutes to address council,

unless granted an extension by motion and vote of Council members or prior scheduling with the Clerk to be included on the agenda.
The public comment period is not a question-and-answer or debate session, but is intended as an opportunity for members of the public to address Council directly. For any issues outside the scope of Council's functions in legislation and appropriation, the Council President may refer citizens to speak with the administration or another appropriate City department and ask for a follow-up report from the administration.)

Ordinances and Resolutions

Old Business:

Third Reading: None

Second Reading: None

New Business:

First Reading:

Ordinance 4640-26: An ordinance providing for the submission of a proposed amendment to the Charter of the City of Urbana to the electors of the City of Urbana, Ohio and declaring an emergency. (Suspension of the rules requested, one reading required)

- **Department Liaison Reports:**

- **Miscellaneous Business:**
  1. Council
  2. City Staff
     - Mayor Bill Bean
     - Director of Administration Spencer Mitchell
     - Director of Finance Matt Wellbaum
     - Fire Chief Dean Ortlieb
     - Police Chief Josh Jacobs
  3. Council Clerk

- **Next Meeting:** Tuesday, August 21, 2026

- **Adjourn**

URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, JULY 21, 2026

President Paul called the City of Urbana Regular Session Meeting to order at 6:00 pm at the County Building – 1512 S. US 68.

City Staff attending: Director of Administration Spencer Mitchell, Director of Finance Matt Wellbaum, Mayor Bill Bean, Community Development Manager Doug Crabill, Fire Chief Dean Ortlieb, and Police Chief Josh Jacobs

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

Mr. Thackery moved to enter executive session. Ms. Jumper seconded.
Roll call on entering executive session: Roll call on passage: Mr. Scott, yes; Mr. Davis, yes; Ms. Truelove, yes; Mrs. Thackery, yes; Mrs. Bean, yes; and Ms. Jumper, yes.

Council entered executive session at 6:01 pm.

Ms. Jumper moved to exit Executive session. Ms. Truelove seconded. Voice vote on exiting: all ayes, nays none.
Council exited Executive Session at 7:04 pm.

City Council Data Center Moratorium Committee Update

Mr. Carafa informed Council that the latest committee meeting focused on decommissioning. He reminded Council that the subcommittee has not reached any final recommendations.

Mr. Carafa explained that decommissioning occurs when a data center reaches the end of its natural life. He stated that the risks are real without a strong end-of-life plan and protections needs to be put in place before approval. Mr. Carafa explained that the committee studied a dozen different communities and concluded that decommission must be a binding condition before the approval of any contract.
He stated that the committed decided to recommend the strongest protections regarding decommissioning as opposed to standard conditions.

Mr. Thackery thanked the subcommittee for the great job they are doing.

Minutes

Mrs. Bean moved to put the minutes of July 7, 2026 on the floor for discussion and possible approval. Ms. Jumper seconded.

Council did not have any comments/questions.

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

Communications:

1. Weidmann Group press release dated July 8, 2026 (See Attached)

Council did not move to remove the communication from the consent agenda.

Administrative Reports – Board of Control: None

Citizen Comments:

David Greenlee – 111 Miami St.

Mr. Greenlee stated the biggest problem he sees right now is suicide. He stated that in the last five years, the number has doubled every year in the County. He added that he spent a lot of his life helping as a volunteer.

Mr. Greenlee stated that people need to remember that they are setting an example for young people. He added that we can disagree without being disagreeable. We're all in this together no matter the outcome. He stated that he believes the recall petition is a waste of time, as it opens things up to incoherence. He stated that he has respect in the dignity of the offices.

James Cropper – 527 Railroad St.

Mr. Cropper stated the recall petition was not personal, as it never had to be this way. Mr. Cropper stated people chose to lie and not be transparent.

He stated that the citizens must not allow to be silenced or scared into doing what they want. He stated that when he was collecting signatures, he was asked why they were not collecting for City Council members as well. He added that people can also boycott businesses to show disproval.

Mr. Cropper stated that Council will be talking about CRAs, and they need to figure out what most important.

He indicated that he is done with the lack of transparency. He stated everything he does, he does for a reason. He urged people to speak up to make a difference.

Holly Curnutte – 1549 Grimes Cir.

Ms. Curnutte stated she works at the school, and children are the future of the community. She stated that the possibility of a lawsuit should not outweigh the safety of our community.

Cheryl Barger – 511 Scioto St.

Ms. Barger stated she has lived in Champaign County for most of her life. She has an overwhelming concern about the data center. She indicated she has failed to see community leaders working with the citizens. It makes her wonder why the City is so quiet. Ms. Barger stated it is disrespecting the citizens of Urbana who put them in these positions. She wants to know where each of Council stands. She stated Council needs to act now, wasting too much time studying. Ms. Barger stated the City needs a legal firm to guide it through the lawsuits. She added she want to know what they are doing to lobby the state and federal representatives. She stated the biggest thing that haunts her is what happens when something goes wrong at the data center.

Dick Barger – 511 Scioto St.

Mr. Barger stated there has been a lot of concern about data centers. He opined that he is concerned the City is not putting in their best effort into the lawsuits.

Erin Patton – 944 S. Main St.
Ms. Patton stated she is continuing to look for transparency, which is what everyone wanted from the beginning. She knows that citizen comments are not question and answer, but when she sends e-mails, she never gets answers either. She has issues with taking votes before the public can speak. Ms. Patton stated she hopes the lawsuits can be a way to rectify this. She urged the City that whatever the costs, fight it and fix it. She added that no one up here has had continuing education in at least three years. Ms. Patton stated that kids are going to get poisoned. She stated that if a data center needs decommissioned, it means that its containing toxics. She urged everyone to watch the council videos, stating that only Amy Jumper is questioning from the beginning.

Brad Winner – 277 S. Dugan Rd.
Mr. Winner thanked the citizens and council members doing great work on the moratorium committee. He stated that in the City in 1996, the median income was $33,000. He states that now, its $63,000. He asked how the City can responsibly consider a 30-year tax abatement to anyone for anything. Mr. Winner stated that the total value of all real estate in the City of Urbana is $1 billion, 43 million according to the county auditor
Mr. Winner stated that the CRA2 was not built for the long-term benefit for the citizens of Urbana, but made specifically for Thor. He added that Dugan Place doesn't qualify for a mega project. Mr. Winner added that the lawsuit states Thor worked with City regarding the creation of CRA2. He also stated that even with all the development, Marysville schools are facing a $7 million deficit. He urged Council to repeal CRA 2.

Justin Weller – 161 Long Bay Dr.
Mr. Weller stated he wondered what would be next for the community after conceding the Mayor race seven years ago. He stated the Mayor has done some good things for Urbana, which should carry some weight coming from the only person to run against him for Mayor. He stated he also knows, what it looks like when Mayor and Mrs. Bean decided they know what's best.
Mr. Weller stated he saw years ago how decisions were made behind closed doors, how dissent was punished, and those who tried to work collaboratively were pushed aside. He stated he made efforts after 2019 to work together, which were rebuffed. He stated it would be easy for him to roll out a laundry list of indictments against the mayor, but he thinks it's more important to make sure we don't find ourselves in this position ever again. He thinks it's necessary to have thoughtful reform, new leadership and an engaged public. Mr. Weller stated the City needs leaders capable of leading.

John Groby – 231 Lafayette Ave.
Mr. Groby stated he was looking towards the future. He believes the next step is government reform. He spoke of proposed amendments to the Charter, which would transfer some of the powers of Urbana to the Council. He indicated his proposals could take affect by the next mayoral term. He added that he also came up with all of the ways our government could be corrupted under the current Charter.

Ken Wright – 560 E. Lawn Ave.
Mr. Wright wished to propose some actions for City Council. He would like to have a standing agenda data center update. He added that the Acting Law Director should also be required to give

updates. Mr. Wright stated he still doesn't know where everyone stands on things. He would like a resolution to say whether each Council member is against a data center or not. He added that Council members not showing up with no explanation is unacceptable. Mr. Wright also stated the citizens really need to go back to the beginning with the County Commissioners and their involvement. He added that after the annexation, they sent letter saying they had no more involvement and wished everyone luck.

Mary Mason – 176 Audas St., North Lewisburg
Ms. Mason stated she was the President of the Trustees of the Cedar Bog Association. She believes water quality is the life of the bog and is concerned with pollution. She indicated that wildfire pollution as seen this past week shows that air pollution can also be a concern.
Ms. Mason stated she attended meetings in June. She stated that she doesn't think what a company spends is an investment, calling it just the cost of the build. She also stated that decommissioning is really a big concern, stating if the City can't tell who's suing, how are they going to find who to clean up afterwards. She indicated the best way to clean up a mess is just don't make a mess in the first place. She wished everyone courage in the days ahead.

Amy Knueven – 4076 Urbana Moorefield Pike
Ms. Knueven invited everyone to a politically-neutral civics town hall right in this building on July 30th from 6:00 – 8:00 pm. She stated the goal is to provide a clear overview of how government services operate and how decisions are made.

Nicole Nawman – 835 S. Main St.
She thanked Council again for the opportunity to speak in this room. She updated everyone that the signatures were collected for amendment to the charter and delivered to the City, where the signatures were verified. She stated the signatures are now with the Law Director for legislation to get on the ballot for November.

Brian Baltimore – 205 S. High St.
Mr. Baltimore stated he dug into all of the City Council minutes from the last year to figure out what was going on with lawsuit. He wanted to find out who got the City into this $150 million lawsuit. He indicated that the City is way past not wanting a data center. He believes they are closer to financial peril. Mr. Baltimore stated he is not telling anyone how to feel about data centers, but stated they are not the bottom of the barrel. He noted that there were discussions as far back as October between Mr. Crabill and Ms. Truelove. He then stated Ken Wright brought it up shortly thereafter about a company from New York that had bought land for data center, which came with no answer. Mr. Baltimore stated that any question should be required to be answered and executive sessions should be transparent as possible.

Eugene Fields – 922 S. Walnut St.
Mr. Fields stated he has been coming to these meetings for almost a year. He stated there are questions every month that are not getting answered. He indicated he doesn't know how we got where we're at. He believes that if someone asks a question and receives no answer, the matter should be tabled. He stated then the City wouldn't have got here. He stated the citizens need to stand up and take the city of Urbana back.

Al Evans – 868 Amherst Dr.
Mr. Evans stated that Mr. Weller was not the first person to run against Bill Bean. He indicated that he ran against Mayor Bean, but was beat substantially.
Mr. Evans encouraged everyone to continue what they're doing and stay with the fight. He also stated everyone should watch the movie Erin Brockovich.
He stated the City needs transparency and reform. He added that everyone should be able to agree to disagree. Mr. Evans stated he took out a petition today for mayor and is asking everyone to let him lead through this mess.

Summer Woodburn – 780 Campground Rd.
Ms. Woodburn thanked Council for getting the committee information online. She stated she went down the rabbit hole of CRAs this week. She added the minutes don't include everything that is in the videos. Ms. Woodburn wished to address the October 2025 meeting regarding CRAs. She stated the point is to redevelop areas, with the Law Director stating the purpose is to revitalize and return to productive use. She stated the land already was productive in terms of crops. Ms. Woodburn stated Thor wrote in the lawsuit that they helped build the CRA. She wanted to know who was telling the truth and also why would the City ever give Thor a tax abatement. Ms. Woodburn stated she asks questions to understand and wants to fight with the City. She asked Council what would be their legacy.

ORDINANCES AND RESOLUTIONS

Third Reading:
Ordinance 4636-26: An ordinance to adopt the City of Urbana, Ohio Investment and Depository Policy. (Three readings required)

Mr. Scott moved to put this ordinance on the floor for discussion and possible passage. Ms. Truelove seconded.

Mr. Wellbaum stated the City does not currently have a policy, only following basic charter guidelines. He added that this policy allows further investment in treasury opportunities for a better yield.

Mrs. Bean stated this policy seems very sound and hits all of the major potential issues. She asked about the monthly portfolio report. Mr. Wellbaum stated that once the policy is in effect, he can bring the monthly reports to Council.

President Paul asked if these investments would be fairly conservative. Mr. Wellbaum confirmed they would be, as they are regulated by the Ohio Revised Code, which does not allow risk.

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

Ordinance passes 6-0.

Second Reading: None

First Reading: None

Department Liaison Reports:

Mrs. Bean stated there would not be a Planning Commission meeting in July.

Miscellaneous Business:

Mrs. Bean stated that in 2019, she was not on City Council, but was a campaign manager. She stated that there is no correlation. She added that she also brought a complaint to Ohio Ethics Commission about Mr. Weller's campaign and they found in her favor.
Mrs. Bean stated she hopes Ms. Woodburn stays for the work session.

Mayor Bean wanted to address the recall allegations. He stated they are false, distorted and billed on selective readings of public records taken out of context. He stated he has not violated his oath of office or lied to the public, nor has he sought or received personal benefits from any development project in Urbana. Mayor Bean stated the accusations are not supported by evidence. He also stated that no one filed any complaint to his knowledge to Ohio Ethics Commission. He added that he will not allow misinformation or false accusations define his service to this community. He thanked City Council and all the citizens of Urbana.

Mr. Mitchell wanted to thank City staff members and all the participants of the Touch-A-Truck. He added the City has also installed a temporary water station at Oak Dale Cemetery and is looking to install something permanent. Finally, he stated that construction relative to street paving is coming in the near future.

Chief Jacob stated the police division is accepting applications for the Citizens' Police Academy this fall.

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

ADJOURNED AT 8:43 p.m.

NEXT SCHEDULED MEETING
August 4, 2026 at 6:00 p.m.

WORK SESSION
Discussion of City of Urbana CRAs

President Paul began the Urbana City Council Work Session at 8:50 pm.

Mr. Crabill stated that the firm of Bricker Graydon has served as council for the City for several years regarding matters such as CRAs. He introduced Caleb Bell, who was here from Bricker Graydon to speak about them.

Mr. Bell stated that he has been doing this type of work for twenty years. He stated he works with communities and development issues. He added that the State is facing a wave of investment.
Mr. Bell stated that years ago, it was all about housing. Around 1994, the law changed. He stated that the tools weren't really in place commercially, so cities used CRAs. Mr. Bell stated the requirement is that the community has to authorize the abatement, which requires an agreement between the property owner and the community. He added that an agreement is a powerful way for a community to get what it wants.
Mr. Bell explained that a CRA in itself does not do anything. He stated that a CRA says if the a property owner has the property rights and if they want to improve the property, the City has the potential to make an agreement. He added it is a choice, and the City doesn't have to use it just because they have it.

Mr. Bell stated that the program is only regarding new developments, existing property is not eligible. He explained that CRAs allow for a 0 to 100% exemption for up to 15 years under the general law. He added that the school is involved as well if the exemption hits 75%.
Mr. Bell also states a special law exists for really big stuff called mega projects, companies like Intel and Honda. He stated this allows for States to decide. In his experience, data centers don't qualify as mega projects because don't meet the $75 million annual payroll threshold. Mr. Bell added that a community still decides even if the State says a project is eligible.

A citizen asked how are businesses held accountable to what is in the agreements. Mr. Bell stated that there are metrics, which are measured by TIRC, and remedies for enforcement.
It was asked if there could be a clawback if the property owner declared bankruptcy. Mr. Bell stated that any clawback would be secured by amortgage. He did state the land could be liened as a tax lien.

A citizen asked if light, water, and power requirements could also be added into a CRA agreement. Mr. Bell responded that those requirements would be put in a development agreement that would not allow the CRA to go into effect without it.

A citizen asked if any data centers lost their abatement due to lack of jobs. Mr. Bell stated that it was too early to tell regarding data centers and employment throughout the State, but cities could track jobs via the City income tax system.
Mr. Bell stated the reason to create a CRA is to attract what you've defined in that area. The businesses assume they would probably get something from the City. Mr. Bell stated it was another layer of property rights. He reminded everyone that CRAs do not guarantee anything, just providing an additional opportunity.

A citizen asked if it was customary to have a PUD finalized, the land purchased, and then they get to be a part of the CRA creation. Mr. Bell responded that there was a "But, for" test from the General Assembly. He stated that we can't go backwards in time. Mr. Bell stated that there can be no CRA agreement on already developed property, adding it should be something that attracts business. He also added that a company has to have an agreement with City Council before they start building. Mr. Bell stated the best practice is to ask for zoning, services and abatements on the table.

A citizen asked Mr. Bell if he wrote the CRA 2, as Thor's lawsuit says they worked together to create the CRA 2. Mr. Bell responded that he was not going to speak to Thor's lawsuit but did say it was normal practice to interface with property owners. He added that he was not going to comment on the content of their claims.

A citizen asked what were the average number of jobs for a data center post construction. Mr. Bell stated that the average single site is about 50 jobs on one of those locations.

A citizen asked about the Megaproject language potentially being struck down during the creation of the CRA. Mr. Bell stated that the megaproject language is not a requirement, but is a tool that, in his opinion, is important to have in a City's back pocket, if even they never use it. He added that not every community has megaproject language because not every City wants those types of projects.

At this time, Ms. Truelove, Ms. Jumper, and Mr. Scott had left the work session. Council no longer had a quorum of members and President Paul closed the work session at 9:42 pm.

_____ _____

Council Clerk Council President

City of Urbana Shade Tree Commission Meeting (197)

Urbana Shade Tree Commission

Thursday, April 9, 2026 at 5:00 PM

The Deck at Melvin Miller Park

Roll Call: Members Present: Doug Crabill, Stephanie Truelove, Lynn Mintchell, Doug George, Bob Jumper, and Donna Finkbine

Guest: Master Gardener Chris Harmison

Reading and Approval of Minutes:

The minutes of the March 12, 2026 meeting were reviewed and a motion to approve was made by Stephanie Truelove with a second by Lynn Mintchell. The March minutes were approved as prepared.

Memorial Tree Program Update/Inventory:

Oakdale Cemetery (In Process)

Melvin Miller Park (In Process)

Mapping and GIS information for the Memorial Tree Program is nearing completion.

Strategic Planning Recap/Next Steps:

Going forward the commission will be reviewing/discussing the current tree program and tree ordinances.

Commission Vacancies:

The members discussed ideas regarding the vacancies on the commission.

Greenwood Arboretum Programming (2026):

ArbNet Reaccreditation Process:

As previously stated, the Memorial Tree mapping and GIS is near completion.

Donna Finkbine reviewed the ArbNet Reaccreditation process with the members. Greenwood Arboretum was formally dedicated on April 26, 2024 and continues as a Level 1 Arboretum by the ArbNet Accreditation Program. The accreditation is valid for 5 years. Arbnet sends a reminder with a customized link to your previous application several months before expiration.

Tree Guard Reinstallation/Maintenance/Memorial Tree Markers:

Tree guards will be placed on new trees and replacements will be evaluated and addressed as necessary. Cemetery Supervisor Bob Jumper reported that nine (9) trees were lost at Oakdale Cemetery during the recent wind storm, one of which was a substantial tree identified as one of the 25 species of the arboretum. Doug and Bob will coordinate replacement/tagging of the arboretum lost tree. Bob also shared that topsoil/ tree mulching will be forthcoming for the newest planted trees.

Doug has ordered tree markers to replace/add that will be placed before Memorial Day.

Arbor Day 2026 Planning w/ Champaign County Master Gardeners:

Master Gardener Chris Harmison updated the commission about plans for the **2026 Arbor Day Celebration** that is scheduled on April 24, 2026 to be held at Oak Dale Cemetery from 9:00-11:00 AM. Under the guidance

of the Champaign County Master Gardeners the morning will include Urbana 5th Grade classes with focus on the growth of the Norway Spruce tree. Students will receive a seedling to take and most importantly assist the Shade Tree Commission with planting a tree as we observe the Arbor Day 2026 through an official mayoral proclamation.

Tree City USA Awards 2026:

Tree City USA Awards/Tree Campus Awards will be held on Wednesday May 6, 2026 at Hollenbeck Bayley Conference Center. Doug will finalize reservations for the commission to attend.

Stephanie Truelove motioned to adjourn the meeting with a second by Doug George. The meeting was adjourned at 5:45 PM.

Respectfully submitted,

Donna Finkbine, Secretary

Safety Committee Meeting

June 18, 2026

Attendance: Chief Ortlieb, Councilwoman Mary Collier.

Guest: Aliah Smith

Purchase of new fire and ladder truck

- Fire Truk pre-build 03/2028
- Ladder Truck pre-build 02/2027

M1 Repair

- July chassis being built
- October finish date

Floating Position

- Paramedic School 15-month process- 5 to attend over time. When completed there will be 7 each shift and 1 shift of 8.
- Description
- Starts 07/27/2026

Contract Negotiations

- Draft has been given to Urbana Township

TO Mayor Bill Bean and Members of Urbana City Council

FROM Staff

SUBJECT Division Activities Report
April - June

DATE: July 30, 2026

AIRPORT

NEWS

- On Friday, March 13th, excessive winds damaged the Grimes hanger roof. The wind removed the entire west side of the hanger, including the sheeting. A quick response by *Roofs by Warren* on Saturday morning, allowed for the temporary covering to minimize any possible interior damage. The insurance agent and adjusters have both been on site to determine the claim which includes any additional damages to the hanger.
- The Insurance claim on the roof initiated the talks for the necessity of roof replacement for the Grimes Hangar. Estimates have been provided to Chad Hall.
- The Grimes fireworks festival as well as the Rotary Club Chicken Dinner had a successful event July 3
- Vietnam Wall memorial was June 12 – 14. Very nice turnout
- Replaced Jet A fuel filters and purchased testing supplies for fuel farm
- The following projects are completed or scheduled
    - FAA and ODOT approved funding for the FAA Airport Beacon Replacement and ODOT Runway/Taxiway Crack Repair projects. Beacon work began July 8th and was completed July 12th.
    - Crack repair and sealing is scheduled to begin Monday Sept. 21 with a two week runway closure followed by intermittent closures for a third week.
    - BF&S, Grimes Field's airport consultant, hit the ground running with major projects in various stages of planning, implementation and completion

Planned Events:

- Champaign County Aviation Heritage Week: September 12 – 19
- Mid-Eastern Regional Fly-In and Car Show (Featured: Military Appreciation Day): September 12
- Champaign County Balloon Festival: September 18 – 19

CEMETERY

Total Burials:	22
Indigent Burials	0
Including Saturday (a.m.):	1
Saturday (p.m.):	0
Total Graves Sold:	11
(Including)	
Shepherd Mausoleum:	0 (Niche)
Shepherd Mausoleum:	0 (Crypt)
Legacy Mausoleum:	4 (Niche)
Legacy Mausoleum:	1 (Crypt)
Misc. Sales:	7 (Vases, emblems, etc.)

- Spring decoration clean-up began on March 15, 2026 and was completed by the end of March.
- Grounds cleanup after spring storms.
- Seasonal help returned in May for the upcoming mowing season.
- Equipment is serviced and ready for the upcoming mowing season.
- New Mower purchased - May
- 16 foundations poured in May for memorials and headstone orders.

FIRE DIVISION

News

- The division completed hands-on rescue and hose movement training at the training center.
- The division participated in Safety Town.
- The division participated in the Honor Field at Mercy Hospital.
- Firefighters Wagner and Sidders completed State of Ohio Fire and Emergency Services Instructor certification.
- Chief Ortlieb gave a Gratitude talk at the Urbana Elementary School.
- Probationary Firefighter Newman completed his requirements to count as manpower.
- The division created three community paramedic referrals.
- The division installed three car seats and seat inspections.
- The division issued 35 CPR cards issued.

Administrative

2026 2nd Quarter Inspections by Inspection Type	Amount
Building	163
Complaint	22
Day Care	0
Fire Alarm	44
Fire Protection	52
Food Truck/Festival	0
General	31
New Business	1
Occupancy	31
Plan Review	10
Pre & After School Programs	0
Re-inspection	319
Total	**673**

Operations

2026 2nd Quarter Incidents				
Incident Type	Amount	Quarter Daily Average	2026 Daily Average Year to Date	2025 Daily Average
EMS	676	7.43	7.17	6.92
Fire	64	.70	.74	.70
Rescue	98	1.08	1.08	.83
Totals	**838**	**9.21**	**9.00**	**8.45**
Multiple incidents in progress	163	1.79	1.77	1.63
Transports	506	5.56	5.49	5.18
Mutual aid received	26	.29	.25	.28
Mutual aid given	13	.14	.18	.20

2026 2nd Quarter EMS/Fire District Statistics

2026 Concord Township Incident Statistics								
Quarter	EMS	AVG	Fire	AVG	Rescue	AVG	Total	AVG
1st	3	0.0					3	0.0
2nd	2	0.0					2	0.0
3rd		0.0					0	0.0
4th		0.0					0	0.0
Total	**5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**5**	**0.0**

2026 Salem Township Incident Statistics								
Quarter	EMS	AVG	Fire	AVG	Rescue	AVG	Total	AVG
1st	6	0.1	3	0.0	4	0.0	13	0.1
2nd	14	0.2	5	0.0	5	0.1	24	0.3
3rd		0.0		0.0		0.0		0.0
4th		0.0		0.0		0.0		0.0
Total	**20**	**0.1**	**8**	**0.0**	**9**	**0.0**	**37**	**0.2**

2026 Urbana Township Incident Statistics								
Quarter	EMS	AVG	Fire	AVG	Rescue	AVG	Total	AVG
1st	56	0.6	1	0.0	20	0.2	77	0.0
2nd	63	0.7	15	0.2	24	0.3	102	0.0
3rd		0.0		0.0		0.0		0.0
4th		0.0		0.0		0.0		0.0
Total	**119**	**0.7**	**16**	**0.1**	**44**	**0.2**	**179**	**1.0**

PUBLIC WORKS

WATER RECLAMATION FACILITY (WRF)

- The WRF has operated 598 consecutive days with no NPDES permit violations.
- The WRF has operated for 2,090 consecutive days without a lost-time accident.
- The WRF treated 178.76 MG of wastewater in the 2nd quarter of 2026. That is 65 MG less than the 2nd quarter of 2025
- The Plant accepted 3.1 MG of domestic septic tank waste in the 2nd quarter of 2026.
- The Plant recorded 15.96" of precipitation in the 2nd quarter of 2026. Currently this is 0.64" above the 30-year monthly average and 7.71" above the 30-year annual average.
- RG trucking hauled 15.37 dry tons of biosolids to Cherokee run landfill and 164 dry tons for land application in the 2nd quarter of 2026
- The WRF Pretreatment Program experienced (0) violation in 2026.
- (2) Facility Tours were given in the 2nd quarter of 2026
- Urbana WRF hosted the Ohio Water Environment Association (OWEA) section meeting for 2026 with a facility tour and training presentations. 75 water professionals from south west Ohio attended the meeting.

COMPOST FACILITY

- Urbana's Compost Facility accepted 12,457 cu/yds of material in the 2nd quarter or 2026.kw

WATER DIVISION

- **Production and Flow information:**
  April – 60.6728 Million Gallons Total
  1.9572 Million Gallons Daily Average

  May – 58.7353 Million Gallons Total
  1.8947 Million Gallons Daily Average

  June – 58.0739 Million Gallons Total
  1.9358 Million Gallons Daily Average

- **Revenue & Expense**
  As of 06/30/2026

Budget Amount	$3,167,405.38
Month to Date Expense	$176,190.51
Year to Date Expense	$1,282,306.62
Encumbered Balance	$369,563.63
Unencumbered Balance	$1,515,535.13

- **Water Department Personnel Completed:**
  - 2 hydrants repaired/replaced
  - 4 valve repairs, replacement, insertion
  - 2 water main breaks repaired
  - 13 service lines repaired or replaced
  - WRF 2" Service Line Plant Feed replumb
  - 29 WTP replacement of filter plumbing
  - 29 WTP dewatering pump rebuild
  - 358 OUPS tickets located
  - Trench and Excavator safety training and awareness
  - Distribution stock-room inventory count completed and minimums updated
  - Approximately 60 water samples taken for EPA compliance and scheduled monitoring
  - Repair/replaced/rebuild chlorine pumps and plumbing
  - Repair and replace malfunctioning meter components
  - Completed customer service calls for shut-offs, meter installs, leak investigations
  - Backflow compliance and record keeping
  - Completed 2025 Consumer Confidence Report and distributed
  - Completed Emergency Action plan and Risk and Resiliency Assessment and certified
  - PFAS non-detects at Old Troy Pike Q1 and Q2 on finished water

- **Projects that we are working on:**
  - Locating all water valves and curb stops (GPS/GIS Program)
  - Leak detection with data loggers
  - Investigate system water loss
  - Configuring Sentryx to meet system profile
  - Cross-training of employees
  - Continue testing for PFAS Initial Monitoring Requirements
  - Auditing large users for water loss investigations
  - Install redundant chlorine injector lines
  - Carbon changeout at Old Troy Pike GAC Plant
  - Lead Service Line Replacement Plan with GLO initiative
  - Lead and Copper sampling
  - Building, tower, and booster station maintenance
  - Assisting other departments with their projects

  Upcoming Projects:
  - Lead Service Line Inventory and Identification
  - Inserta-valves in strategic areas to address known issues or deficiencies
  - Carbon Changeout at OTP
  - Grimes Circle water main replacement
  - Chlorine Injector takedown and repair

FACILITIES

- Facilities Division continues to maintain the City's multiple locations.
- Responded to 59 work orders. Average cost per W/O $720.12. Total of 603.00 hours spent on W/O's. Average time spent per W/O 10.22 hours. Facilities serviced 76 P/M work orders. Average cost per P/M $65.79. Total of 125.00 hours spent on P/M. Average time spent per P/M 1.64 hours. These are non-preventative and preventative maintenance requests; continue to perform monthly PM's on the HVAC units, elevator; fire extinguishers; exit lights; garage doors and City vehicles.
- We are preparing for the upcoming Pool season.
    - Replaced pool pit motor and baby pool motor.
    - Painted locker room floors and sealed.
    - Installed new exterior lighting.
    - Re-vamped baby pool gate.
- Replaced gas regulator at Waste Water Treatment Plant.
- Replaced incoming and outgoing water lines with new pipe and ball valves at WWTP Lab Building.
- Replaced underground electric line from ground transformer to meter base at Youth Sports Building.
- Renovated Chief Jacobs office.
- Constructed new office at Finance Department for payroll clerk.
- Converted 5 decorative lights to bulb and socket.

CATEGORY TOTALS

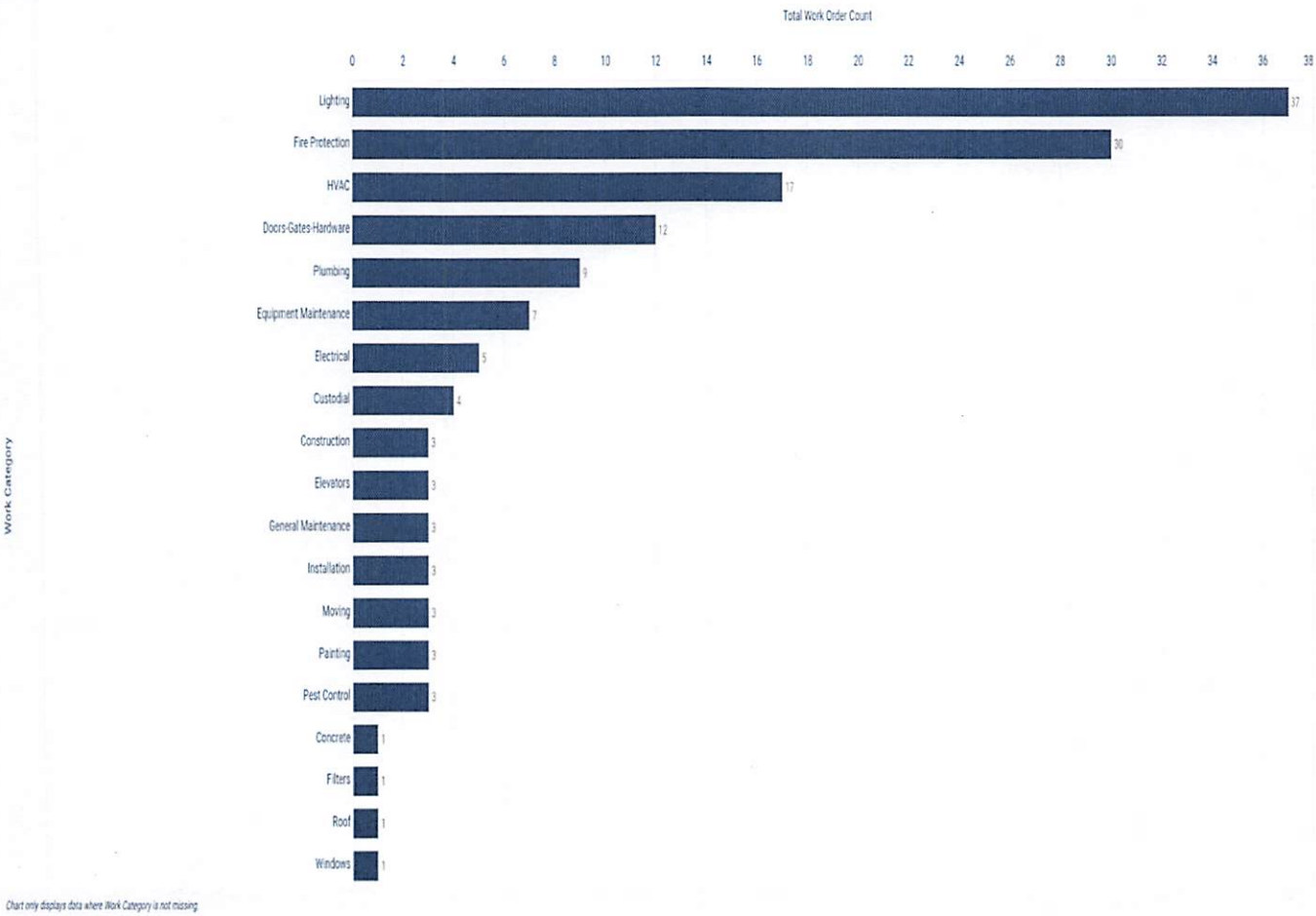

Chart only displays data where Work Category is not missing

SEWER DIVISION

- Sewer Maintenance recorded 27 calls/backups and 6 digs.
- Located (357) 811 OUPS tickets.
- Continue to perform sewer lateral camera inspections free of charge to city residents. Inside and outside cleanouts as well as lateral launch from the sanitary main.
- Recorded 23 camera inspections for residents.
- Cleaned over 38,000 Feet of Sanitary and Storm Sewer mains.
- Inspected over 31,000 feet of Sanitary and Storm Sewer mains.
- Performed over 30 hydro excavations for the Water Division.
- Continue to maintain the Blower system at the closed landfill. Staff checks the blowers daily and performs maintenance as necessary. Contractor monitors gas readings quarterly.
- Multiple new sump pits were installed at the landfill on both the North side and South side blowers.
- Completed the 2nd quarter grease trap inspections.
- Continue to pump water and haul from the 29 Water Plant to the WWTP (hauled approx. 28,000 gallons in the 2nd quarter).
- Assisted Water and Street Departments in various jobs such as hydro excavation, water digs and asphalt restorations.
- Sewer Maintenance staff continues to maintain the sanitary and storm collection systems Daily.
- Sewer Maintenance staff continues to maintain all (4) city pump stations daily (Old Troy Pike, Woodruff Farms, Vancrest Nursing Home and the City Park).
- Cleaned every pump station wet well and floats to ensure good working order.
- Continued routine maintenance on all sewer division vehicles as necessary.
- Continued AC crack seal for all asphalt patches done in the city.

STREET DIVISION

The City of Urbana Street Division is responsible for maintaining 134 lane miles of streets within the city limits; it also assists all other public works divisions, as needed, for the common goal of one unified team in serving the citizens of Urbana. Other responsibilities under its umbrella include, but are not limited to: special event set-ups, snow and ice management/snow plowing and salting, storm clean-up, maintaining all street signs and traffic light systems, maintain all street and traffic signage, public right of way tree maintenance as needed, asphalt repair program for all utility cuts and full depth repair areas, the operation of all heavy equipment, trucking and street sweeping.

- **Street Sweeper Operations**
  The sweeper has continued to run when weather permits cleaning city streets.
  - 101.93 tons (104 yards) of sweeper debris collected from city streets.
  - 242 hours total broom time was logged.
  - Disposal cost $11,007.42
- **O.U.P.S. Tickets for Underground Locating**
  - Responded to 364 tickets for locating underground utilities.
  - This is an average of over 28 tickets per week.
- **Street Light Outages**
  - Reported and logged a total of 6 street light outages and/or issues to Miami Valley Lighting for repair.
  - One new street light was approved and put up in the cul-de-sac on Carriage Lane.
- **Assisted Sewer, Water and Facilities Divisions**
  - Logged a total of 162.5-man hours, 30.5 overtime hours and 583.25 equipment hours assisting these divisions with service digs and other projects.
  - Excavated and backfilled a new 350' electric trench for a new electric line from the transformer to the Youth Sports Building.

- **Pot Hole Repairs**
  - Roughly 16 tons of cold patch was used this quarter to fill pot holes throughout town. Crews will continue repairs as needed throughout the year.
- **Annual Chemical Spraying**
  - Spraying was completed in all areas of town around signs, posts, guard rails and other areas which cannot be reached with a mower. This includes the 27 reach arm mowing locations as well as many other areas.
- **Division Personnel One on Ones**
  - Several willing team members answered questionnaires and met to discuss all aspects of the duties they perform within the street division.
  - This continues to be positive "one on one" discussion times, keeping communication flowing both directions and helps us all improve our day to day operations for the residents of Urbana and other divisions of the city.
- **DORA**
  - Viewed and scored all DORA symbols and signs for wear and deterioration. Numerous stenciled symbols on sidewalks and drive or alley approaches were repainted for the summer season.
- **Traffic Lights System**
  - The new traffic signal pole at Miami Street and N. Oakland Street was erected along with a new control box and components. This work was due to a semi hitting the pole causing severe damage to the structures and components.

- **Severe Weather**
  - The division responded to severe weather issues and thunderstorms with extremely high winds.
    - Street team members spent quite a bit of time cleaning brush, trees and limbs put out by residence.
  - Street crews assisted the parks and cemetery divisions with cleanup of trees and debris from the storms.
- **Storm Sewer/Catch Basin Replacement**
  - One catch basin was replaced due to failure on Old Farm Road.
- **Camelot Holding Pond Clearing**
  - The wooded area along the southeastern side of the holding pond was cleared, dirt added and seeded to improve the appearance of this area.
- **American Flags in The Downtown Business District**
  - New flags, poles and hardware were purchased and hung on the decorative light poles in the business district.
  - Special thank you to Chief Ortlieb and Suzi Koons in the fire division for their assistance with the purchasing process and the proper discarding of the old flags.
- **Hanging Sign and Traffic Light Inspections**
  - All 199 traffic lights and/or hanging sign brackets throughout town were inspected and scored for wear.
  - Of the 199 scored, 19 were worn to less than 20% steel remaining.
  - One sign bracket was found already broken and ready to fall to the street.
  - Rees Welding has made our first batch of replacement brackets which have been hung in place of the worst scored signs.
  - All other brackets which scored poorly will be removed and Rees Welding will fabricate parts to replace the worn areas.
- **Pointe North**
  - Grader work was done on the main drive into Pointe North. Recycled asphalt grindings were spread in the worst areas where pot holes were and graded smooth.
  - The area around the fire divisions training center was cleaned up, grass and weeds removed and graded. Recycled gravel was used in this location to top the existing lot around the training facility, graded and compacted.
- **Reach Arm Mowing**
  - Completed cutting back all outside fence lines of the landfill where honeysuckle has grown out into the open area. This eased the mowing this summer and prevented damage to the equipment.
  - Reach arm mowing has continued in 27 other areas throughout town on a regular basis.

- **In House Asphalt Program/Utility Dig Restorations**
  - Major cracks in the asphalt at Safety Town and the McMath parking lot at the city park were milled, asphalted and crack sealed.
  - Asphalt repairs were made in the city hall parking lot by the Police Divisions cruiser parking area due to the installation of bollards and sink holes which developed following the training tower demolition.
  - Full depth restoration took place on Thompson Street just off S. Main due to large area which failed.
  - A total of 61 utility dig restorations where completed in the 2nd quarter due to water and sewer digs in the streets.
    - A special thank you to both the sewer and water divisions who provided manpower to accomplish these asphalt restorations.
  - Assisted engineering with identifying, marking and measure all failed areas on Miami Street in preparation of full depth repairs to be done by private paving contractors.
- **Truck Issues/Budget**
  - The street division's 2026 truck and auto budget of $25,000. was hit hard in the 2nd quarter.
    - Due to breakdowns, repairs in the 2nd quarter alone totaled $22,497.33.
    - Unit S-19, one of our two one-ton dump trucks and our most used vehicles has been out of service and due to it being 21+ years old it is unlikely we will spend the $16,000 needed for repairs.
    - The wood chipper cage was re-fabricated to mount on S-15 which is our other one-ton dump truck due to the loss of S-19.
- **Training**
  - Attended the Public Works Fleet Management training in Dublin.
  - Bucket truck training was held for an employee that transferred into the street division.
- **Team Meetings/Safety Meetings**
  - Street Division meetings are held every 4-5 weeks.
  - Each month a different team member brings a safety topic for discussion. In the 2nd Qtr. topics have been; Be aware of end of school means more kids running around and biking on the streets, Work zone set-up and safety.

Looking Ahead into the 3rd Quarter 2026 and Beyond

- Continue replacement of all hanging sign brackets.
- There are currently multiple catch basins that have broken down and the street team plans to begin working on those over the quarter when weather, time and funds are available.
- Utility dig restorations of all utility cuts within our city streets will be completed by the end of July.
- Pond at Melvin Miller Park water level will be lowered temporarily and will have banks and edges sloped back for both appearance and safety measures. Crushed recycled concrete will be used to line the pond bank to help prevent erosion from recurring.
  - If time and weather allow, the overflow ditch banks will receive the same work as the pond banks.
- Remove pipe and create swale at the park to get water around youth building and to the ditch.
- Cut in and grade drainage ditches on both sides of College Way in the area near the Johnny Appleseed Museum. This will allow water to flow in the ditches and prevent the erosion and washouts currently happening on the sides of the street during rain falls.
- Repair outlet storm sewer pipe in the Camelot holding pond and when dry, re-grade bottom of the pond to allow flow to properly reach the drain on the opposite end.

PARKS, RECREATION AND GROUNDS DIVISION

- Completed spring cleanup at city parks, airport and various city-owned grounds.
- Remove large Linden tree near deep end of pool
- Assembled seasonal staff for training and direction for the 2026 season
- Completed preseason field prep to all 13 diamonds for baseball and softball season
- Re-opened park seasonal restrooms for the year
- Lined and maintained 3 Club Youth Soccer fields for over 121 participants during their spring season.
- Completed YMCA recreational baseball and softball season for participants 3-15 years of age.
    - 215 participants in total
- Completed club baseball and softball along with travel baseball season for participants 8-13 years of age
    - consisting of 7 teams with about 85 players
- Hosted Urbana High School boy's tennis season at the Melvin Miller Park tennis courts
- Hosted the 2026 Champaign County Leadership "Quality of Life" class at the Melvin Miller at Church Shelter
- Use top soil to side dress, seed and straw 20 New "concrete" Disc Golf tee pads as part of Nature Works Project round 30.
- Senior service day held on April 24 at Melvin Miller Park where all the picnic tables were scraped and painted
- Prepared grounds and facility for another pool season
- Hosted Champaign County Arts Counsel- Sounds of Summer on June 5th
- Hosted 16+ building rentals, 6 stage rentals and multiple field rentals along with several Disc Golf events this quarter.
- Repaired exterior fencing at Safety Town.
- Annual Safety Town program for incoming Kindergarteners- held by Urbana Police Division.
- Welcome back the Urbana City Schools Summer Lunch Program to Melvin Miller Park daily Monday- Friday starting in June
- Work with Slow-pitch softball organizers on Adult Leagues four nights a week and multiple tournaments
- Continued daily responsibilities of building and grounds maintenance and upkeep.
- Reported to the Ohio Department of Natural Resources a total of 8 nests destroyed with 46 eggs through our goose control program with "Goose Busters."

LAW OFFICE

Law Director

- Drafted and/or reviewed and approved each piece of legislation presented to Council;
- Approved "as to form" a number of legally-binding instruments, such as contracts and land use agreements;
- Served as liaison to outside counsel as to a variety of legal matters involving the City of Urbana at both the State and Federal level;
- Attended most City Council regular and executive session meetings;
- Assisted Zoning in the pursuit of various nuisance and zoning violations within the City of Urbana;
- Worked with Administration on a variety of matters;
- Met with the Mayor and Directors as needed;
- Provided general advice and counsel to various departments and divisions;
- Worked with Community Development on a number of matters including, but not limited to, various pieces of legislation;
- Attended all Civil Service meetings;
- Reviewed and/or responded to requests for public records submitted to a number of departments and divisions;
- Certified a number of law enforcement officers to administer oaths and acknowledge complaints in the course of their official duties;
- Oversaw the work of the members of the Law Department.

Municipal Court Prosecutor

- Prosecuted approximately 700 cases in the Champaign County Municipal Court, with the assistance of the Assistant Prosecutor. This includes all matters, whether resolved by admission, plea, at pretrial, at a trial to the Bench, or by Jury Trial;
- Coordinated case management with the Champaign County Prosecutor as to felonies charged in the Champaign County Municipal Court;
- Worked with the several law enforcement communities to foster and create more symbiotic inter-agency work;
- Reviewed a number of cases for potential charges for all law enforcement agencies within Champaign County;
- Spoke with numerous members of various law enforcement agencies while on-scene afterhours, to answer questions regarding charging decision;
- Revamped and revised the Champaign County Municipal Court Prosecutor's Diversion Program; and
- Provided guidance and services to numerous victims of crimes prosecuted in the Champaign County Municipal Court including, but not limited to, representation in the actual case, and direction as to what Countywide agencies may provide food and clothing, shelter, medical and mental health counseling, transportation, and/or support for victims of domestic violence.

ENGINEERING

- Completed projects in 2026-
    - CHP-Urbana Bike Trail Safety Improvements – The City obtained grant funding through ODOT starting in 2022 for the design and construction of two improved bike trail crossings. The affected crossings were the Miami Street and N. Main Street intersections with the Simon Kenton Trail. The objective on Miami Street was to add Rectangular Rapid Flashing Beacons (RRFBs) at the crosswalks like we have downtown while the objective at N. Main was to add the same, move the trail crossing further north away from the railroad, reduce the crossing distance, eliminate the first block of Laurel Oak Street and shift Fyffe Street northward away from the tracks. Bids were opened in late-February with Park Enterprise Construction Co., Inc. as the sole bidder at $735,021.00. The engineer's estimate for the project was $658,145.06. The contractor completed most of the work in 2025. However, some items, such as the overhead RRFB mast arm on Miami and all the electrical connections, were completed in early 2026. The bike trail and roadways were reopened in late October. The RRFBs were installed in the Spring and are now functional. The punch list items have also been completed and we're working on project closeout with ODOT. The final cost should fall within 1% of the bid.
    - CHP-W. Court Bridge Replacement – Funding through ODOT was obtained in 2021 for the W. Court Street bridge replacement. The project is replacing a 100-year-old-plus, buried structure with new 96" piping. The bridge was posted for 45% legal load. The initial bid was opened in mid-March, but the lone bidder came in >20% over the engineer's estimate of $622,359.05. This project was adjusted to an engineer's estimate of $781,998.80. The project rebid in May with Majors Enterprises, Inc. as the lowest and best bid of the three bids received at $682,468.02. Majors Enterprises started work March 16, 2026 under a 90-day closure. The utility work (water and sewer) under the bridge went well. Majors was then able to set the new pipe all while diverting the stream through pumping. The completion date was set for July 31, 2026, though they completed work more than a month ahead of schedule.
    - 2026 Crack Sealing Program – This project bid near the end of March with Bituminous Pavement Systems, LLC posting the lowest and best bid of four at $96,074.08, inclusive of an airport additive bid. The engineer's estimate was $98,500.00. The crack sealing for this year is on at least portions of the following roads to help reduce the rate of deterioration: Patrick Avenue, Hill Street, Monument Square (and one block each way), Scioto Street (SR 29 portion), US 36 East, E. Court Street, E. Church Street, Sycamore Street, Wallace Street, Washington Avenue, Dorothy Moore Avenue, East Lawn Avenue, E. Water Street, and the runway at Grimes Municipal Airport, which were all completed at end of June.
    - The City contracted with the Champaign County Engineer's Office to perform chip seal and fog seal on East Lawn Avenue and Childrens Home Road. This is a joint project with Urbana Township. Using the County through a force account agreement helps save the City money. Fog seal was first used within the City in 2024 at Oak Dale Cemetery for reference; it is a helpful treatment used by the County to seal stone in place after a chip seal. The overall estimate for these two locations is approximately $17,320. Chip sealing was scheduled for July.

- Ongoing 2026 Projects-
  - 2026 Sidewalk, Curb and Gutter Replacement Program – This project bid in late February with MD Miller Concrete as the lowest and best of six bids received at $261,765.50. The engineer's estimate was $301,030.00. The project aimed to complete piecemeal replacement of sidewalks, curbs and/or gutters along the following streets: Parkway Boulevard, Players Court, Bentwood Court, Pro Circle, New Haven Drive, Cambridge Drive, Camelot Drive, Pine Tree Drive, Bon Air Drive and S. Jefferson Avenue. All work was first offered to property owners for completion through private contracts before the deadline of 4/24/26. The completion rate via private contracts this year was greater than 50%, which was better than past years. Undone work is addressed during the City contract; the cost associated with each property is billed and then assessed to the taxes as necessary. During the project the City added curb ramps at necessary intersections. Final quantities have been confirmed with the contractor, affected addresses published in an Urbana Daily Citizen ad, and billing information sent to the Finance Dept. and Council Clerk. Property owners can now call to receive the amount of the assessment, file an objection and/or pay their bill prior to the due date. On September 14th, any remaining bills will be filed with the Auditor as an assessment to the property taxes, payable over the next 5 tax years.
  - 2026 Asphalt Program – The asphalt program was bid in late-March with Barrett Paving Materials Inc. as the lowest and best of the three bids received at $854,838.00. The engineer's estimate was $1,078.000.00. Street paving work began on time after completion of piecemeal curb and sidewalk work. Local streets included for paving are at least sections of the following: Parkway Boulevard, Players Court, Bentwood Court, Pro Circle, New Haven Drive, Cambridge Drive, Camelot Drive, Pine Tree Drive and Bon Air Drive. Work includes full depth reclamation and stabilization on Parkway Boulevard (scheduled to start around August 20th), milling, partial depth asphalt repairs, chip sealing as an interlayer, asphalt surfacing, and manhole casting and water valve box adjustments. Work should wrap up by the end of August or early September. Due to the low bid amount we were able to add additional work, which included full depth repairs on Miami Street.
  - 2026 Striping Program – This year's pavement marking (striping) project was bid as in years past by Miami Valley Communications Council (NKA Miami Valley Technology and Communications Group) for a group of cities. Three bidders participated and Urbana's lowest and best bid was by First Star Safety. After layout costs were submitted for striping East Lawn Avenue and Childrens Home Road (where chip seal/fog seal is scheduled), the estimated cost is $18,248.91. Streets to be at least partially restriped with paint this year: S. Main Street, N. Main Street, Monument Square (and one block each direction), East Lawn Avenue, Childrens Home Road and Dellinger Road. The latter three will have township participation.
  - ODOT will be paving on Lewis B. Moore Drive (SR 55), via a separate paving contract with A & B Asphalt Corporation; work began June, 2026. Partial depth repairs, striping, manhole adjustments and loop detectors at S. Main Street are in addition to the asphalt mill/fill proposed. The stop bar and loop detector for the left/through lane on SR 55 at the S. Main Street intersection will be moved back to assist turning trucks and motorists who worry about pulling up to the stop bar.
  - A pavement rejuvenator will be used for the first time in Urbana. In order to maintain the S. High Street asphalt and lengthen its life, Reclamite will be applied by Pavement Technology, Inc. A test strip was treated last fall in the second block. This product will now be applied to the rest of S. High Street. The purpose is to restore the oils lost in production and installation of the asphalt. The cost of this is $17,160 and should be completed by the end of August 2026.

- Major designs in progress.
    - CHP-US 36 Signals (Traffic Signal Improvements Phase 1) – This project was funded ($2,000,000) in late 2024 for the replacement of seven signals along US 36 and one signal on SR 54. The project is expected to be built in 2028. An additional ODOT grant application was awarded $494,000 in June 2025 for additional pedestrian improvements, including more sidewalk and crosswalks at the U.S. 36/S.R. 29 split. Then in February 2026, the City was awarded another $706,782 through the Logan-Champaign Rural Transportation Planning Organization. This money will be infused into the design, right-of-way and construction phases of the project. Compass Infrastructure Group is our consultant and will submit Stage 2 design plans by September 1st. The Street Supervisor, Public Works Superintendent and Engineering coordinated on pole and pedestal placements to hone in on right-of-way needs. The Kenton Street/Scioto Street signal was left out of the above grant-funded project due to warranting concerns. The City is evaluating paying locally to plan and construct a replacement signal there around the same time the others along US 36 are built.
    - Phase 3 Water Replacement Project – Grimes Neighborhood design is ongoing and being done in-house. Engineering is working to prepare plans and a submittal for the OEPA permit-to-install.

- Miscellaneous.
    - Alyssa Tompkins, in conjunction with Doug Crabill, were able to secure easements across portions of the Simon Kenton Trail that the City didn't have control over. This includes a portion on the Mercy hospital property and a portion on the YMCA property. In addition, Alyssa accomplished a transfer of easement rights from the Simon Kenton Pathfinders to the City of Urbana for an in-town section of trail. All of this preceded a project for which Champaign County was awarded a $490,000 ODNR grant for trail sealcoating, signage and striping to bid later this year. We are working in concert with the county so all of the paved sections of the Simon Kenton Trail in Champaign County can be preserved.
    - Through LUC, a more reliable, permanent trail counter will be installed south of the Depot on the Simon Kenton Trail. This section of trail is one of the most heavily used in Champaign County, but LUC and the Simon Kenton Pathfinders have run into reliability and logistics issues with their current counters.
    - Clay Miller has completed preservation measures for our municipal walks that were poured about 4 years ago. The sidewalk along the S. Main Street frontage had been especially susceptible to the chlorides in the salt we used over the past few winters. We changed salt types to help decrease deterioration, but the sealant was still needed. The sidewalk underwent pressure washing and resealing with a Barricade penetrating sealer to help preserve it. The dark spots near the E. Market Street entrance will also be pressure washed and allowed to dry out. They will then be treated with the sealer as well.
    - Clay Miller continued inspecting private concrete projects throughout the City. He then transitioned to managing our City contractors as they completed the remaining work.
    - Engineering has been reviewing a few private project plans, including Wawa (scheduled to begin demolition the beginning of August), a Lippencott Lane tunnel car wash, and Richwood Bank (both scheduled to begin construction in the Fall). In addition, we're working through final permitting steps for an east-west fiberoptic line installation by Lightpath Cablevision.
    - Engineering is coordinating the lining and repair of the Patrick Avenue culvert (near Dollar General) that should preserve the structure for another 50-75 years without the need to dig up the street.

COMMUNITY DEVELOPMENT

- During the quarter, a local committee established by the Champaign County Commissioners continued to plan for America 250 celebrations in 2026. Month by month, the Champaign County Chamber of Commerce and Visitors Bureau along with the public libraries in Champaign County are utilizing the themes that are being promoted in Ohio for each respective month. In addition, the Chamber of Commerce's Second Saturdays in Urbana's downtown are utilizing these same themes. Lastly, Champaign County participated in Ohio Goes to the Movies™ in June with a screening at the Gloria Theatre.

- As of late June 2026, the city's WSRLA nomination application to Ohio EPA's Division of Environmental and Financial Assistance for the Phase 3 Water Replacement Project in the Grimes Neighborhood was listed on the Project Priority and Intended Projects List for SY2027. This nomination is the first step in securing a low interest loan in the amount of approximately $510,578.00 which is the final funding source required to move this project into construction. To date, a grant in the amount of $600,000.00 and a zero-interest loan in the amount of $1,000,000.00 has been secured through the Ohio Public Works Commission. In addition, the Champaign County Commissioners, on behalf of the City of Urbana, have secured $602,000.00 in CDBG funding through the Ohio Department of Development for this project. The proposed project involves the replacement of water mains, valves, hydrants, and water service lines due to extensive breakage history in the Grimes Subdivision/Neighborhood, which includes portions of Grimes Circle, Grimes Avenue, North Main Street, and connecting streets within this subdivision. This project is estimated to be exceed $3.0 million in construction costs, and the goal is to get this project to construction in late 2026/early 2027 with completion by August 2027.

- In cooperation with Zoning and Compliance, two residential structures in the city, including a fire damaged home, were submitted to the Champaign County Board of Commissioners for consideration to utilize remaining grants funds awarded to the county through the State of Ohio's Building Demolition and Site Revitalization Program. Without the submission of these two local projects, these remaining grant funds may have been reallocated to other counties in the state.

- Presented to the Data Center Moratorium Study Committee on June 23, 2026 regarding the potential economic benefits of a data center project.

- During the quarter, several economic development projects gained traction or moved forward. In early June, Planning Commission approved the site plan for a new Richwood Bank branch at the southeast corner of South Main Street and East Water Street. As a result, Richwood Bank purchased the commercial property at 301 South Main Street and the house at 313 South Main Street for this new branch location, and construction is anticipated to move forward before the end of 2026. In addition, Main Street Car Care relocated to the former Tire Choice/Monro at 1111 East US Highway 36. Also, during this quarter, Planning Commission approved a site plan for a new tunnel car wash behind O'Reilly Auto Parts on Lippencott Lane, and the owner/operator has now purchased the parcel. Lastly, Aloha Wok opened at 116 Miami Street.

POLICE DIVISION

APRIL

- 03/30/2026 thru 04/03/2026: The entire police division conducted extensive firearms training with the new firearms and red dot sights that were purchased at the end of 2025 as a Capital Project. All officers have now transitioned over to the new firearms after the training and qualification.

- 04/01/2026: Officers assigned to our Investigative Unit, Sergeant Jason Kizer and Officer Robbie Evans, conducted marijuana / THC compliance checks at multiple businesses throughout the City of Urbana. Since 2024, these officers were involved with similar checks that led to search warrants at local business due the illegal distribution of marijuana and THC products. During today's compliance checks, the Investigative Unit discovered that all businesses were in compliance and not selling anything illegal regarding marijuana and THC products.

- 04/04/2026: The Urbana Police Division, in partnership with the Urbana FOP Lodge 93, hosted its annual community Easter Egg hunt on the hill in front of the Urbana High School castle building. The event helped build community relationships with children and their parents as over 3,000 Easter eggs were found by eager children under the age of 12.

- 04/11/2026: Officer Luke Hiltibran, Officer Keith Hurst and Office Bennie Stacy presented bike safety tips at the bike rodeo held at the Urbana Presbyterian Church.

- 04/13/2026 through 04/15/2026: Half of the Urbana Police Division attended 24 hours of Continued Professional Training (CPT). This year's CPT covered the following: Legal aspects of confessions, Civil liability related to motor vehicles, Illegal arrest / search and failure to train, Evidence handling and property, Mental health awareness issues, Officer safety, Public video and audio recording of officers, Impacts of women in policing, Legal updates, Missing persons, Communications, Compliance and Control tactics & Firearms.

- 04/13/2026: Sergeant Seth Lingrell attended the Supervisor Training and Education Program (STEP), hosted by the Law Enforcement Foundation in partnership with the Ohio Association of Chiefs of Police. This three-week training program helps prepare new front-line supervisors with addressing day-to-day challenges while managing police officers and their work.

- 04/20/2026 and 04/21/2026: Sergeant Todd Pratt attend training focused on money laundering and digital payments.

- 04/25/2026: Sergeant Pratt and Officer Keith Hurst hosted a Drug Take Back event for the Urbana Police Division at the Municipal building. Approximately 32 pounds of unwanted medications were turned in to be destroyed during the event.

- Week of 04/27/2026: Training and recertification was provided to all officers by the Urbana Police Division's firearms instructors in the use of shotguns.

- 04/29/2026 through 05/13/2026: A majority of officers participated in their yearly fitness testing. The fitness test consists of sit-ups in a minute, push-ups in a minute and a 1.5-mile run. A majority of the department are mandated to take this yearly test. Those who aren't mandated to take the test normally take the test once a year, also.

MAY:

- 05/01/2026: An on-site LEADS audit was completed by the Ohio Department of Public Safety. Audit results showed that the Urbana Police Division was in compliance with all rules and regulations.

- 05/04/2026 through 05/15/2026: Sergeant Logan Dunn and Officer Robbie Evans attended a 2-week evidence technician specialist school. Evidence recognition, collection, and processing skills were learned at the training that Sergeant Dunn and Officer Evans could teach other officers within the police division.

- 05/18/2026 and 05/19/2026: Officer Evans attended the MX908 training. The MX908 machine is a tool used to identify different types of drugs and is used to save time and money when preparing drug investigations for court purposes.

- 05/23/2026: Chief Jacobs met with members of the Champaign County Ministerial Association. Chief Jacobs invited Ministerial members to the police division for coffee and morning snacks. The meeting was a way for those members to meet Chief Jacobs for introductions and to share information.

- 05/26/2026: Sergeant Logan Dunn, Officer Luke Hiltibran, Officer Tristin Williams, Officer Damion Williams, Officer Lance Turner, Officer David Findley, Officer Hunter Quick and Chief Jacobs participated in the Ohio Special Olympic Law Enforcement Torch run. The 2.2 mile run was part of a statewide fundraiser that aims at raising money for the Ohio Special Olympics.

- 05/27/2026 through 05/29/2026: The other half of the Urbana Police Division who didn't attend the training in April attended 24 hours of Continued Professional Training (CPT).

- 05/30/2026: Officers assisted with traffic for the Champaign County Veterans Services walk through downtown Urbana. The walk was established to bring awareness to end veteran suicide.

JUNE

- Week of 06/01/2026: Training was provided to all officers by the Urbana Police Division's firearms instructors in the use of handguns.

- 06/07/2026: Officers escorted members of the St. Mary's Church as they walked through city streets while participating in the Corpus Christi procession.

- Weeks of 06/08/2026 and 06/15/2026: Officer A.J. Ervin and Officer Evans hosted our annual Safety town education event. Each week had a different class made up of 4 and 5-year-old children. The children were taught many different types of safety from multiple agencies.

- 06/11/2026: Officers escorted the replica Vietnam wall through Urbana to honor those who sacrificed for American freedoms.

- Week of 06/15/2026: Officer Keith Hurst attended School Resource Officer (SRO) training to become a certified SRO to work in the schools when needed.

ZONING & COMPLIANCE

Overview

- Continued enforcement of the city's zoning and nuisance code
    - 65 new cases opened between April 1st and June 30th
- Reviewed and issued various permits including principal building additions, fences, signs, and accessory structures
    - 51 new permits were issued between June 1st and June 30th
- Worked closely with developers and contractors throughout the various stages of development
- Continued monthly meetings working with the County Health Department, Champaign County Building Regulations and the Urbana Police Division to address properties that pose significant risk to the health, safety and welfare of the community
- Continued enforcement of the city's Property Maintenance Code
- Participated in frequent discussions with local developers regarding their progress in the significant downtown renovation efforts

2026 Expected Revenue & YTD Revenue by Fund

Fund Number	Fund Name	2026 Expected Revenue	6/30/2026 Revenue	Expected Revenue %
100	General	$8,835,300.00	$5,841,228.18	66%
200	Airport	$447,300.00	$156,225.49	35%
205	Street	$842,000.00	$378,349.69	45%
215	Cemetery	$225,500.00	$140,269.88	62%
275	P & F Tax Levy	$1,740,000.00	$1,289,859.13	74%
401	Capital Improvement	$1,634,000.00	$1,104,578.39	68%
402	P & F Tax - Cap Imp	$580,000.00	$610,170.76	105%
605	Water	$2,905,000.00	$1,370,551.09	47%
610	Sewer	$3,854,500.00	$1,872,183.22	49%
620	Stormwater - Oper	$94,000.00	$46,865.13	50%
625	Stormwater - Cap Imp	$218,000.00	$109,365.43	50%
	TOTAL	**$21,375,600.00**	**$12,919,646.39**	**60%**

2026 Department Operating Budgets & YTD Expenses

	Department	2026 Budget	6/30/2026 Expenses	Budget %
100-101	CITY COUNCIL	$107,762.20	$53,104.40	49%
100-102	MAYOR/ADMIN	$407,839.31	$197,525.97	48%
100-103	MUNICIPAL COURT	$930,486.31	$481,262.07	52%
100-104	ENGINEERING	$588,107.00	$286,403.87	49%
100-105	COMMUNITY DEV	$179,289.53	$84,545.42	47%
100-106 & 275-106	POLICE	$3,184,104.75	$1,520,934.88	48%
100-108 & 275-108	FIRE	$4,073,948.30	$1,922,408.10	47%
100-110	REC-ADMIN	$261,278.09	$144,707.05	55%
100-112	POOL	$92,775.00	$40,399.55	44%
100-114	PUBLIC WKS	$171,896.00	$128,640.40	75%
100-115	MISC-NON-DEPT	$808,763.06	$520,457.19	64%
100-116	MULCH/COMPOST	$35,092.00	$22,043.21	63%
100-118	ZONING COMPLIANCE	$198,380.00	$88,307.07	45%
100-200	FINANCE-ACCTG	$377,333.98	$175,391.50	46%
100-201	FINANCE-INC TAX/HR	$231,462.00	$100,620.03	43%
100-202	FINANCE-UTIL BILL	$246,042.00	$111,940.51	45%
100-300	LAW DEPT	$391,303.50	$206,251.72	53%
200	AIRPORT	$572,792.62	$224,963.65	39%
205	STREET	$1,025,108.16	$522,115.70	51%
215	CEMETERY	$235,462.00	$135,229.23	57%
225	POLICE & FIRE LEVY	$160,000.00	$107,445.74	67%
605	WATER	$3,167,405.38	$1,282,306.62	40%
610	SEWER (WRF/MAINT)	$4,940,556.61	$2,266,392.08	46%
620	STORMWATER-OPER	$102,300.00	$24,269.68	24%
625	STORMWATER-CAP IMP	$114,583.24	$932.16	1%
	TOTAL	**$22,604,071.04**	**$10,648,597.80**	**47%**

BOC Attachment #1

WATER WORKS METROLOGY, LLC

Prepared for:
Re: Year 6 Urbana Maint Contract

Attn: Kerry Quinn
Quote #: 20260618-195246005

June 15, 2026

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities before bidding or ordering.

Special order material & other non-stock items may be non-returnable or subject to cancellation charge. They must be shipped to the customer within 30 days of receipt by our company.

Prices are effective if:
Ordered by:
Shipped by:

All material is subject to price change to reflect any price increases from our manufacturers, especially due to force majeure.

Our company is not responsible for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include, but are not limited to: manufacturers' shortages, availability, or timeliness of transportation, materials, fuels or supplies.

This quote is not a contract to supply material or guarantee of product availability.

Kerry Quinn — Print Name

07/14/2026 — Date

KQ — Signature

JM 7/22/26
BB 7/22/26
MB 7/22/26

WATER WORKS
METROLOGY, LLC

Quotation

1425 Rock Quarry Rd, Ste 106
Raleigh, NC 27610
(919) 301-8466
bthomas@waterworksmetrology.com

Date: June 15, 2026
Order by :
Ship by :
Prepared by: Brett Thomas
Quote #: 20260618-195246005

Prepared for:

ATTN: Kerry Quinn
RE: Year 6 Urbana Maint Contract

Quantity	Description	Part #	Unit Price	Ext Price
5223	MiHost 10K	MSW-S-PH-ALL-10K	$5.64	$29,457.72
4	Network Cellelar	MS-Cellular	$562.75	$2,251
1	Annual Maintenance		$2,094.76	$2,094.76
1	Extended Warranties	MS-G-M-YR	$17,153.52	$17,153.52
	Grand Total			$50,957

Signature

Signature

07/14/2026
Date

Kerry Quinn
Printed name

Bid Schedule 2 – Revised Pricing

EJ Prescott – 15 Year Annual Fees Breakdown

Component	AMI Hosting	Collector Cellular Backhaul	Extended Warranties	Annual Maintenance	TOTAL
Year 1	$23,569	$1,874	$9,465	$3,961	$38,869
Year 2	$23,569	$1,874	$9,465	$3,961	$38,869
Year 3	$23,569	$1,874	$9,465	$3,961	$38,869
Year 4	$24,997	$1,987	$14,839	$6,209	$48,032
Year 5	$25,747	$2,047	$15,284	$6,395	$49,473
Year 6	$26,519	$2,108	$15,743	$6,587	$50,957
Year 7	$27,315	$2,172	$16,215	$6,785	$52,487
Year 8	$28,134	$2,237	$16,702	$6,988	$54,061
Year 9	$28,978	$2,304	$17,203	$7,198	$55,683
Year 10	$29,847	$2,373	$17,719	$7,414	$57,353
Year 11	$30,743	$2,444	$18,250	$7,636	$59,073
Year 12	$31,665	$2,517	$18,798	$7,865	$60,845
Year 13	$32,615	$2,593	$19,362	$8,101	$62,671
Year 14	$33,594	$2,671	$19,943	$8,344	$64,552
Year 15	$34,601	$2,751	$20,541	$8,595	$66,488
Line Total	**$425,462**	**$33,826**	**$238,994**	**$100,000**	**$798,282**

The TOTAL Value is included in the "Advanced Metering Infrastructure (AMI) Equipment and Installation Total Cost" line in Bid Schedule 1.

BOC Attachment #2

BB 7/29/26
SM 7/29/26
MW 7/29/26

Activated Carbon Scope of Supply for Urbana OH

Calgon Carbon Corporation
3000 GSK Drive,
Moon Township, PA 15108

Date: 7.17.26
Contact: Kerry Quinn
Job Title: Water Supervisor
Email: kerry.quinn@ci.urbana.oh.us

Product	Quantity	Unit Price	Total Price
Filtrasorb 300	40,000 lbs.	$2.01/lb.	$80,400
Filtrasorb Rx 300	40,000 lbs.	$1.58/lb.	$63,200
Energy Surcharge	40,000 lbs.	$0.02/lb.	$800
		Total	**TBD**

Items Included

- Product: FILTRASORB® 300 or FILTRASORB® Rx 300
- Quantity: 40,000 lbs.
- Scope: Removal of existing GAC, installation of F300 or reactivated carbon. Spent sent back for FRx

Items NOT Included

- Owner to provide clean water source for movement of GAC to and from filter via education
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)
- Disinfection (if necessary) not included.
- Additional make up carbon over 20% (CMR only)
- Any applicable taxes not included.

Schedule

- Delivery: 8-10 weeks after receipt of approved purchase order and after carbon acceptance testing has been completed.

Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media as of December 31, 2025.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Effective April 6, 2025, Calgon Carbon will apply an energy surcharge of $0.02 per pound on shipments, in addition to existing activated carbon pricing. The surcharge reflects increased fuel expenses, carrier-imposed fuel indices, and other energy-driven logistic costs. **Please see official Press Release:** https://www.calgoncarbon.com/media/press-releases/2026-06-04/calgon-carbon-implements-u-s-energy-surcharge-amid-ongoing-fuel-and-logistics-cost-pressures/
5. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
6. The quoted price is valid until 12.31.26.

For more information or to place an order, contact:

Sarah Urtz
Calgon Carbon Corporation - A Kuraray Company
Technical Sales Rep - Drinking Water Solutions

sarah.urtz@kuraray.com
412.418.0811

CalgonCarbon
A Kuraray Company

Terms and Conditions for the Sale of Carbon and Media

1) DEFINITIONS:

(a)	Seller:	Calgon Carbon Corporation or its applicable subsidiary or affiliate
(b)	Buyer:	The buyer named in the Documentation
(c)	Documentation:	The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
(d)	Goods:	Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
(e)	Products:	The Goods and services, collectively, described in the Documentation
(f)	Agreement:	The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties ("Tax") of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all Taxes related hereto, except for income taxes imposed on Seller. Notwithstanding the above, Seller shall not collect, and Buyer shall not pay, any such Taxes for which Buyer furnishes to Seller a properly completed exemption certificate or a direct payment permit certificate. Buyer shall be responsible for any Tax, interest and penalty, if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

(b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided. Buyer is solely responsible for determining and providing any applicable tax exemption documentation prior to purchase. All sales are considered final with respect to sales tax collected. The Seller will not issue refunds for sales tax paid in error, including but not limited to situations where the Buyer later determines it was tax-exempt or eligible for a refund. Unless limited by statute, it is the Buyer's responsibility to seek any applicable refund directly from the appropriate taxing authority. If there is an overpayment of sales taxes caused by the Buyer and the Buyer requests a refund or asks the Seller to file a sales tax refund request or amended a previously filed sales tax return, the Buyer will compensate the Seller at the currently applicable hourly rate of the Seller's outsourced tax provider or internal tax provider to prepare those sales tax refund claims.

(c) Products will be billed for at the time of delivery.

(d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging, exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

11) LIMITED WARRANTIES:
(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars ($1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no

warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

ORDINANCE NO. 4640-26

AN ORDINANCE PROVIDING FOR THE SUBMISSION OF A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF URBANA TO THE ELECTORS OF THE CITY OF URBANA, OHIO, AND DECLARING AN EMEREGNCY (Suspension of the Rules requested, one (1) reading required, no public hearing required)

Department Requesting: N/A **Sponsor:** N/A

WHEREAS, the Charter of the City of Urbana, Ohio ("the Charter") was originally adopted on November 7, 1978; and

WHEREAS, in accordance with Section 8.02 of the Charter, the Charter may be amended at any time as provided for in the Constitution of the State of Ohio; and

WHEREAS, Article XVIII, Section 9 of the Constitution of the State of Ohio provides "Amendments to any charter framed and adopted as herein provided may be submitted to the electors of a municipality by a two-thirds vote of the legislative authority thereof, and, upon petitions signed by ten per centum of the electors of the municipality setting forth any such proposed amendment, shall be submitted by such legislative authority"; and

WHEREAS, on July 14, 2026, petitions were filed with the City proposing an Amendment to add Section 8.07 to Article VIII of the Charter;

WHEREAS, on July 15, 2026, the City Clerk of Council transmitted the petitions to the Champaign County Board of Elections to verify whether the petitions had a sufficient number of valid signatures from electors; and

WHEREAS, on July 17, 2026, the Champaign County Board of Elections verified to the City Clerk of Council that it contained a sufficient number of valid signatures from electors; and

WHEREAS, Council reviewed the proposed Amendment for placement on the November 3, 2026 General Election ballot, and submission to City electors for final review and approval, which Amendment is set forth in the attached Exhibit A.

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

SECTION ONE:
The question of amending Article VIII of the City of Urbana, Ohio Charter, in accordance with Exhibit A attached hereto and incorporated herein by reference (the "Charter Amendment"), shall be submitted to the electors of the City of Urbana, Ohio for final review and approval on the November 3, 2026 General Election ballot.

SECTION TWO:
The City Clerk of Council is hereby directed to certify this Ordinance to the Champaign County Board of Elections with instructions that the Board of Elections place the question of the Charter Amendment on the November 3, 2026 election ballot, and submit the same to the City's electors, in conformance with all applicable State and local election laws.

SECTION THREE:
The City Clerk of Council is further directed to give notice to the public of the proposed Charter Amendment in accordance with Article XVIII, Section 9 of the Ohio Constitution and Ohio Revised Code §731.211 by either: (i) publishing the full text of the Charter Amendment once a week for not less than two (2) consecutive weeks in a newspaper of general circulation within the City, with the first publication being at least fifteen (15) days prior to the November 3, 2026 election; or (ii) mailing a copy of the Charter Amendment to each elector whose name appears upon the poll or registration books of the last regular or general election held within the City, not less than thirty (30) days prior to the November 3, 2026 election.

SECTION FOUR:
The Director of Administration, Law Director, and/or other appropriate staff are hereby directed to cooperate and make such arrangements with the Champaign County Board of Elections as necessary to give proper notice of the election on the Charter Amendment to the City's electors, and ensure the substance of the Charter Amendment is properly set forth on the November 3, 2026 election ballot, in accordance with all applicable State and local laws.

SECTION FIVE:
It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

SECTION SIX:

This Ordinance is hereby declared an emergency due to the statutory deadline for receipt of this legislation by the Champaign County Board of Elections, to-wit: by 4:00 pm on August 5, 2026. This Ordinance shall be effective upon signature.

_____
President, City of Urbana Council

PASSED:_____

ATTEST: _____
Clerk of Council

(signatures continued on following page)

This Ordinance approved by me this _____ day of _____, 2026.

_____
Mayor, City of Urbana

REVIEWED: 7/29/2026
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

Petition

210700

Receipt

6

Form No. 6-B Prescribed by Ohio Secretary of State (09-17)

Petition for Submission of Proposed Amendment to Charter

Constitution of Ohio, Art. XVIII, Section 9 and 14; R.C. 731.28 - .41, 3503.06

(+12) -TKKSH #1.

To be signed by ten percent of the electors, based upon the total vote cast at the last preceding general municipal election.

(**NOTE** – The below notice must be printed in red.)

NOTICE – Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

EXHIBIT tabbies A

To the Council, the legislative authority of the Urbana (City or Village) of Champaign, Ohio.

We, the undersigned, qualified electors of the Urbana (City or Village) of Champaign, Ohio respectfully petition the legislative authority to forthwith provide by Ordinance, for the submission to the electors of said city or village, the following proposed amendment to the Charter of said city or village to-wit:

FULL TEXT OF PROPOSED CHARTER AMENDMENT

Be it resolved by the People of the City of Urbana that the Charter of the City of Urbana is hereby amended to add Section 8.07 to Article VIII to read as follows:

Article VII, Section 8.07. Prohibition of a Data Center

(A) The construction of a data center is hereby prohibited.

(B) As used in this Section, "construction" shall mean the erection of one or more buildings, infrastructure, facilities, and related activities, which include preparations and modifications for same, for a common purpose.

(C) As used in this Section, "data center" shall mean one or more buildings or physical facilities or infrastructure, located on a single real property parcel or on contiguous, adjacent, or otherwise aggregated real property parcels that are used primarily or exclusively for digital information services such as the management, storage, processing, and dissemination of electronic data and information, including but not limited to the implementation of artificial intelligence, through the use of computer systems, servers, networking equipment, and related components, including equipment cooling systems, or virtual currency mining.

(D) This Section shall not apply to data centers, as defined in this section, whose sole purpose is to serve as a dedicated facility that supports the computing needs of a single organization or enterprise not otherwise engaged in the business of management, storage, processing, and/or dissemination of electronic data and information and which is wholly owned by that enterprise, and which has an aggregate monthly demand or peak load of less than seven-point-five (7.5) megawatts, however derived from any energy source, or a combination thereof.

(E) This Section is self-executing.