

**URBANA CITY COUNCIL
PUBLIC HEARING**

TUESDAY, MARCH 17, 2020, AT 6:00 P.M.

(The UCC Regular Session Meeting will be held in Council Chambers in the Municipal Building)

The City of Urbana, Ohio, City Council, will review a proposed zoning text amendment pursuant to Chapter 1113 of Urbana's Codified Ordinances.

Proposal to amend Chapter 1126.09 of the Codified Ordinances of the City of Urbana.
The proposal would change the regulations for maximum height in the M-1
Manufacturing District.

The City of Urbana, Ohio, City Council, will review an application regarding property in downtown Urbana that is known as 115 and 117 South Main Street. This application is seeking the designation of a Revitalization District in downtown Urbana in accordance with Ohio Revised Code Section 4301.81.

**URBANA CITY COUNCIL
REGULAR SESSION MEETING AGENDA**

TUESDAY, MARCH 17, 2020, FOLLOWING PUBLIC HEARING

(The UCC Regular Session Meeting will be held in Council Chambers in the Municipal Building)

Call to Order

Roll Call

Pledge of Allegiance

Swearing In of Lt. Todd Pratt of the Urbana Police Division – by Judge G.S. Weithman

Mayoral Proclamation – Mayor Bean

Approval of Minutes

Urbana City Council Regular Session Meeting Minutes of March 3, 2020.

Communications

Board of Control

1. The Board of Control recommends Council authorize the Director of Administration to enter into a unit price contract with The Shelly Company in the amount of \$322,970.90 for the 2020 Asphalt Program, including the acceptance of additives #1, #2, #3, per the recommendation of City Engineer, Tyler Bumbalough. This sealed bid was the lowest and best bid of three bids received (see attached). The engineer's estimate for all of this work was \$353,120.00. This work will be charged to various city funds. **VOTE: 3-0**

2. The Board of Control recommends Council authorize a purchase order to Stantec Consulting Services, Inc. in the amount of \$87,200.00 for construction administration, observation, testing and reporting at Grimes Field for the Taxiway 'C' Extension, FY2020 FAA grant, per the amendment dated February 13, 2020 (see attached). This expense will be charged to the appropriate open FAA AIP grants and the Airport Fund, and is in the 2020 budget. The FAA AIP grants will fund 90% of this cost, and the State will fund 5%, resulting in a net cost of \$4,360.00.00 to the city. **VOTE: 3-0**

3. The Board of Control recommends Council authorize a purchase order to The Champaign County Family YMCA in the amount of \$86,660 for the management of the Wendell Stokes Municipal Pool for the 2020 season (see attached). This is an increase of 3.29% over the 2019 actual, and will be charged to General Fund - Pool and is in the 2020 budget at \$70,000.00. **VOTE: 3-0**

Citizen Comments

Ordinances and Resolutions

First Reading

Resolution No. 2576-20

A Resolution accepting the report of the City of Urbana Tax Incentive Review Council (TIRC) on the status of the Enterprise Zone and Community Reinvestment Area Agreements, to accept the recommendations of the TIRC concerning those agreements. (May be passed on first reading)

Resolution No. 2577-20

A Resolution declaring the necessity of improving Crescent Drive in the City of Urbana, County of Champaign, Ohio by constructing or repairing sidewalks, curbs, driveway approaches and appurtenances thereto on parts or all of Crescent Drive between Finch Street and Ames Avenue, and declaring an emergency. (May be passed on first reading)

Resolution No. 2578-20

A Resolution authorizing the City of Urbana to participate in the Ohio Water Wastewater Agency Response Network Mutual Aid Agreement. (May be padded on first reading)

Resolution No. 2579-20

A Resolution authorizing the transfer of an approved tax abatement at 1155 Phoenix Dr., Urbana, Ohio within a Community Reinvestment Area (CRA) from “Damewood Enterprises” to “Phoenix BTS, LLC” upon transfer for title.

Second Reading

Ordinance No. 4520-20

An Ordinance to authorize and designate a Revitalization District within the City of Urbana pursuant to Ohio Revised Code Section 4301.81.

Ordinance No. 4521-20

An Ordinance to amend Chapter 1126.09 of the Codified Ordinances of the City of Urbana.

Third Reading

Miscellaneous Business

Adjourn

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, MARCH 3, 2020**

President Hess called the City of Urbana Regular Session Meeting to order at 6:00 p.m. City staff attending: Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, Fire Chief Dean Orlieb, City Engineer Tyler Bumbalough, and Community Development Director Doug Crabill.

PRESIDENT CALLED ROLL: Mr. Fields, present; Mr. Hoffman, absent; Mr. Paul, present; Mr. Scott, present; Mr. Thackery, present; Mrs. Collier, present; and Mr. Ebert, present.

MINUTES of the Regular Session Meeting Minutes of February 18, 2020, were presented for approval. Mr. Thackery moved for the approval of said minutes and Mr. Paul seconded. Voice vote on approval: all ayes, nays, none.

Motion passed 6-0.

COMMUNICATIONS

1. Charter Review Meeting Minutes of February 19, 2020.
2. Design Review Board Meeting Minutes of August 26, 2019, and November 25, 2019.
3. Board of Nuisance Appeals Meeting Minutes of January 20, 2020.
4. Planning Commission Meeting Minutes of January 27, 2020.
5. 2019 Annual Report – Champaign County Municipal Court

Mr. Fields moved to put all communications on the floor for discussion and possible passage.

Mr. Paul seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0.

ADMINISTRATIVE REPORTS – BOARD OF CONTROL

1. McGuire Farm & Excavating, LLC – 2020 Unit Price Concrete Work

Mr. Bumbalough stated there were three bidders for concrete work. He added that this contract includes any sidewalk, curb and gutter work that citizens did not get around to doing. He also mentioned that this contract is not a prevailing wage contract. He said that McGuire Farm & Excavation were the City's 2019 contractors and that they did a good job.

Mr. Fields stated that he got a call from someone and they stated they called a contractor about the sidewalk, curb and gutter project and they were told that they were not the responsible party. Mr. Fields added that he doesn't know where the break in the communication is.

Mr. Bumbalough stated that there may be some confusion due to Scioto Street.

Mr. Paul stated that the City was going with the best price and that the contractors were local, and he thought that was great.

Mr. Bumbalough added that the property owners have until April 29, 2020, for the first letter, then the certified letter will follow. After June 8, 2020, the project will be assigned to McGuire Farm & Excavating.

Mr. Fields asked what if the contractor is booked up until after June 8, 2020.

Mr. Bumbalough responded, find another contractor, for that is why deadlines are in place.

Mr. Thackery moved to put this item on the floor for further discussion and possible passage. Mr. Fields seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0.

2. Strawser Construction Inc. - \$130,037.63 (Capital Improvement – Streets)

Mr. Bumbalough said this unit price contract was for the 2020 Microsurfacing Program. He explained that this process consisted of a thin overlay for the maintenance for the streets. He added that there were three contractors that bid and Strawser was the lowest and that the City has used them in the past, on North Jefferson Avenue, and they also did a good job.

Mr. Thackery moved to put this item on the floor for further discussion and possible passage. Mr. Paul seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0.

CITIZEN COMMENTS

Jason Willis from DP&L introduced himself and stated he was there to help the community and that he would be around sporadically.

Bryant Heflin – 132 W. Reynolds St., spoke to Council about tabling Ordinance 4519-20. He further stated that he had recently driven by on his street and a “Habitat House” and that is was bringing down home values. H also mentioned that a City wide design guidelines should be developed to keep stability of land value.

Marcia Bailey – CEP – stated that the 2nd public meeting was done on the Housing Study and that the full study should be released by mid-month.

Ordinances and Resolutions

First Reading –

Resolution No. 2574-20

An Emergency Resolution to accept the One Ohio Memorandum of Understanding regarding the pursuit of potential opioid litigation settlement funds.

Mr. Brugger said that the Ohio Municipal League was following this pretty closely now and claiming the City’s share’s deadline was this coming Thursday. He further added that there was no guarantee, but if the City would like to put its hands on awarded funds, now was the time.

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

President Hess called for a roll call for passage: Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; and Mr. Fields, yes.

Resolution passed 6-0.

Resolution No. 2575-20

A Resolution authorizing the Director of Finance of the City of Urbana to sign the Grant Agreement (FDID #11011) with the State of Ohio, Department of Commerce Division of State Fire Marshal, for the 2020 Marcs Grant for the Urbana Fire Division.

Chief Ortlieb stated the county was awarded \$49,989.30 to upgrade all the radio systems. He added that this was the bare minimum amount of the radios needed.

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

President Hess called for a roll call for passage: Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; and Mr. Fields, yes.

Resolution passed 6-0.

Ordinance No. 4520-20

An Ordinance to authorize and designate a Revitalization District within the City of Urbana pursuant to Ohio Revised Code Section 4301.81.

Mr. Crabill stated there would be a Public Hearing at the next meeting. Further, he stated that the downtown fits the components.

President Hess declared this Ordinance to have its first reading.

Ordinance No. 4521-20

An Ordinance to amend Chapter 1126.09 of the Codified Ordinances of the City of Urbana.

Mr. Crabill stated that presently in the Manufacturing District, the maximum height. The idea is to propose a change that would allow a building to be built as tall as it is, distance wise from the road. He added that it is more of an open door for potential development.

President Hess declared this Ordinance to have its first reading.

Second Reading –

Third Reading –

Ordinance No. 4519-20

An Ordinance authorizing and directing the Champaign Economic Partnership (CEP) of Champaign County, as an agent for the City of Urbana, to sell and convey real property which is owned by the City of Urbana, and declaring an emergency.

Mr. Brugger stated that Habitat was looking for property, and this property in question is not one that would easily be developed. He added that Habitat stated they could put two houses on the property. He also stated that this is an underserved area and the City is going to run sewer down to Fulton, and it fits into the City's plans in hopes of more development from it.

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

President Hess called for a roll call for passage: Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Fields, yes; and Mr. Paul, yes.

Ordinance passed 6-0.

MISCELLANEOUS BUSINESS/WORK SESSION

Mr. Bumbalough spoke about the Cracked Seal Program and they would be accepting the lowest of six bids. He added the Asphalt Program bids are out. He also stated that at the upcoming Council Meeting, there would be a Resolution of Necessity regarding Crescent Drive and the Sidewalk, Curbs and Gutter Program.

Mr. Brugger spoke about the Health District Update with regard to the Corona Virus. He stated they had the opportunity to hear the message from one source. He added there were no cases in Champaign County or the State of Ohio. He reminded everyone to wash their hands thoroughly, and to sanitize. He also stated that the Governor is taking an extreme position of being proactive.

Mayor Bean thanked the Health District for putting the update together. He stated he was proud that the City was well represented and that we all are going to work together on this issue.

Mr. Paul asked for a Work Session for March 24, 2020, and added that maybe a Saturday morning as well. He also reminded everyone about the upcoming time change.

Marcia Bailey went on a walk through in the Hotel. She advised that drywall was up on the second floor and all the bathrooms were in place. She also stated that bids for landscaping are going out and they should be open the first part of June.

Mr. Fields moved to excuse Councilman Hoffman, Mr. Paul seconded. Voice vote on approval: all ayes; nays, none.
Motion passed 6-0.

Mr. Thackery stated he had a list of projects that he would like to discuss at the Work Session scheduled for March 24, 2020. He also stated that "Coffee with Council" is back at its original location, at the Fire Department.

Mrs. Collier motioned to increase the Council Clerk's pay to \$14,500.00 per year to be retroactive to January 1, 2020. Mr. Fields seconded. President Hess called for a roll call for passage: Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Fields, ye; Mr. Paul, yes; and Mr. Scott, yes.
Motion passed 6-0.

Mr. Ebert stated that he followed up with the gentlemen on Hagenbaugh, continuing to getting resolved.

President Hess spoke of bright light issues, and wondered if the City has a light and noise meter. Mr. Crabill stated that if there is an issue, contact the Zoning Department and they would get out there and look at it.

Mr. Fields moved to adjourn and Mr. Scott seconded.
Voice vote on approval: all ayes; nays, none.
Motion passes 6-0.

ADJOURN AT 7:32 p.m.

NEXT SCHEDULED MEETING
March 17, 2020, at 6:00 p.m.

Council Clerk

Council President



POOL MANAGEMENT AGREEMENT EXTENSION

This agreement is between the City of Urbana, an Ohio municipal corporation (the "City"), and the Champaign County Family YMCA, ("YMCA"), an Ohio non-profit institution, for the management and operation of the Wendell Stokes Municipal Pool ("the Pool"), located in the City's Melvin Miller Park.

This agreement is a one (1) year extension of the previous agreement between the parties, effective January 1, 2017, and terminating December 31, 2017. It is agreed that said Agreement is extended for an additional term, thru December 31, 2020.

This agreement extension incorporates Attachment A without altering any provisions of that document other than the effective date; the swim season opening date of May 23, 2020; swim season closing date of August 15, 2020; and the YMCA's 2020 operating budget. (See Attachment B). No other modifications are made to any of the provisions regarding parties, premises, or responsibilities of the parties to this agreement.

This agreement may not be modified verbally or in any other manner other than by written agreement signed by authorized representatives of the parties or their respective successors in interest.

To evidence the parties' agreement to this Agreement, the parties have executed and delivered it on this date of _____, 2020, but in effect as of January 1, 2020.

For the City of Urbana

For the Champaign County Family YMCA

By: _____

By: _____

Kerry Brugger, Director of Administration

Paul Waldsmith, CEO

Approved as to form:

By: _____

By: _____

Mark Feinstein, Director of Law

Legal Counsel, YMCA

ATTACHMENT B

YMCA CITY POOL OPERATIONS BUDGET - 2020

	Total
Pool Manager	\$ 6,900.00
Assistant Pool Manager	\$ 5,700.00
Lifeguard Staff (Reg. hrs.)	\$ 24,900.00
Lifeguard Staff (Rental hrs.)	\$ 2,000.00
Pool Maintenance Staff	\$ 4,800.00
Payroll taxes & processing	\$ 6,785.00
Program Supplies	\$ 3,250.00
Health Dept. Licenses & Permits	\$ 650.00
Cell Phone	\$ 160.00
Repairs/Replacements	\$ 165.00
Consummable Chemicals/Supplies	\$ 8,850.00
YMCA Management Fees	\$ 22,500.00
Total:	\$ 86,660.00

KB 3/11/20
BB 3/11/2020
CB 3/11/2020

AMENDMENT NO. 1 TO ENGINEERING SERVICES AGREEMENT
(Dated August 12, 2019)

Please make the following changes to the Agreement. These changes will cover work to rebid the project in anticipation of an FY2020 FAA grant and for the addition of Construction Services:

1. In Attachment "A" of the Agreement, under CONTRACT PRICE – BASIC SERVICES, add a line item for Construction Administration, with a fixed fee of \$23,250.
2. In Attachment "A" of the Agreement, under CONTRACT PRICE – ADDITIONAL SERVICES, add a line item for Construction Testing. The fee for these services will be the actual cost invoiced by our geotechnical testing laboratory, plus a fixed fee of \$300. We estimate that the total fee for Construction Testing will be approximately \$6,600.
3. In Attachment "A" of the Agreement, under CONTRACT PRICE – ADDITIONAL SERVICES, add a line item for Construction Observation. The fee shall be based on the actual hours of work (portal to portal) at a standard hourly rate of \$85 and an overtime rate of \$127.50. Mileage to and from the site shall be paid for at a rate of \$0.58 per mile. Meals and room will be at the rate of \$150 per diem. Based on the Contract Time of 30 days, a final inspection, and attendance at the proposed Pre-Construction meeting, we estimate that the total fee for Construction Observation will not exceed \$36,600.
4. In Attachment "A" of the Agreement, under CONTRACT PRICE – ADDITIONAL SERVICES, increase the amount for Government Applications from \$7,750 to \$14,750, an increase of \$7,000. This additional fee will cover work for additional required FY2020 FAA grant paperwork.
5. Increase the total amount of the Agreement from the estimated \$13,750 to an estimated \$87,200, an increase of \$73,450.
6. In Attachment "A" of the Agreement, under CONTRACT TIME, revise the Estimated Project Completion date to December 31, 2021.
9. Incorporate the attached Detailed Work Scope (Attachment "B") into the existing Detailed Work Scope.

All other terms and conditions of the existing Agreement and prior Addenda shall apply to this Addendum.

CITY OF URBANA
(CLIENT)

By: _____

Title: Associate

Date: _____

STANTEC CONSULTING SERVICES INC.
(CONSULTANT)

By: 

Title: Associate

Date: 02/13/2020

City of Urbana, OH - 2020 Asphalt Program (#6699211)

Owner: City of Urbana

Solicitor: City of Urbana

03/02/2020 10:30 AM EST

Line	Item	Item Description	UofM	Quant.	Shelly Company		A&B Asphalt, Corp		Decker Construction Company	
					Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5
Base Bid										
1	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1"-2"	S.Y.	15,118	\$1.31	\$19,804.58	\$2.25	\$34,015.50	\$2.01	\$30,387.18
2	407	TACK COAT @ 0.08 GAL/SY	GAL.	395	\$2.00	\$790.00	\$1.00	\$395.00	\$4.25	\$1,678.75
3	422	SINGLE CHIP SEAL, TYPE A	S.Y.	12,561	\$2.99	\$37,557.39	\$2.99	\$37,557.39	\$3.15	\$39,567.15
4	448	1.5"-2" ASPH. CONC., SURF. COURSE, TYPE 1, PG 64-22	C.Y.	800	\$168.00	\$134,400.00	\$160.00	\$128,000.00	\$185.34	\$148,272.00
5	448	2" ASPHALT CONCRETE, PATCH, TYPE 1, PG 64-22	C.Y.	13	\$460.00	\$5,980.00	\$223.00	\$2,899.00	\$475.56	\$6,182.28
6	448	2.5" ASPH. CONC., INTER. COURSE, TYPE 2, PG 64-22	C.Y.	183	\$148.00	\$27,084.00	\$160.00	\$29,280.00	\$169.34	\$30,989.22
7	611	MANHOLE, ADJUSTED TO GRADE	EACH	15	\$500.00	\$7,500.00	\$840.00	\$12,600.00	\$1,500.00	\$22,500.00
8	614	MAINTAINING TRAFFIC	LUMP	1	\$17,000.00	\$17,000.00	\$8,652.97	\$8,652.97	\$8,000.00	\$8,000.00
9	624	MOBILIZATION	LUMP	1	\$5,000.00	\$5,000.00	\$13,684.12	\$13,684.12	\$1,500.00	\$1,500.00
10	630	SIGN, FLAT SHEET	S.F.	3	\$24.00	\$72.00	\$50.00	\$150.00	\$51.50	\$154.50
11	630	GROUND MOUNTED SUPPORT, 2" SQUARE POST	FEET	12	\$12.00	\$144.00	\$20.00	\$240.00	\$36.05	\$432.60
12	638	WATER VALVE, ADJUSTED TO GRADE	EACH	7	\$30.00	\$210.00	\$50.00	\$350.00	\$250.00	\$1,750.00
13	644	HANDICAP SYMBOL	EACH	1	\$120.00	\$120.00	\$120.00	\$120.00	\$123.60	\$123.60
14	644	PARKING LOT STALL MARKING, 4"	FEET	294	\$2.15	\$632.10	\$2.15	\$632.10	\$2.21	\$649.74
15	103.05	CONTRACT BOND	LUMP	1	\$1,000.00	\$1,000.00	\$860.95	\$860.95	\$1,200.00	\$1,200.00
Base Bid Total:						\$257,294.07		\$269,437.03		\$293,387.02
Additive #1 - Paving 100 block South Kenton Street										
16	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1.5"	S.Y.	832	\$1.31	\$1,089.92	\$2.25	\$1,872.00	\$4.95	\$4,118.40
17	407	TACK COAT @ 0.08 GAL/SY	GAL.	67	\$2.00	\$134.00	\$1.00	\$67.00	\$4.25	\$284.75
18	448	1.5" ASPH. CONC., SURF. COURSE, TYPE 1, PG 64-22	C.Y.	37	\$178.00	\$6,586.00	\$160.00	\$5,920.00	\$211.02	\$7,807.74
19	611	MANHOLE, ADJUSTED TO GRADE	EACH	1	\$500.00	\$500.00	\$840.00	\$840.00	\$1,500.00	\$1,500.00
20	614	MAINTAINING TRAFFIC	LUMP	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
21	624	MOBILIZATION	LUMP	1	\$600.00	\$600.00	\$847.20	\$847.20	\$1,000.00	\$1,000.00
22	632	DETECTOR LOOP	EACH	1	\$3,025.00	\$3,025.00	\$2,600.00	\$2,600.00	\$4,635.00	\$4,635.00
23	644	STOP BAR, 24"	FEET	9	\$14.35	\$129.15	\$12.50	\$112.50	\$14.78	\$133.02
24	644	CROSSWALK LINE, 12"	FEET	40	\$7.90	\$316.00	\$6.25	\$250.00	\$8.14	\$325.60
25	103.05	CONTRACT BOND	LUMP	1	\$50.00	\$50.00	\$122.99	\$122.99	\$100.00	\$100.00
Additive #1 Total:						\$12,930.07		\$13,131.69		\$20,904.51

Line	Item	Item Description	UofM	Quant.	Shelly Company		A&B Asphalt, Corp		Decker Construction Company	
					Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5
Additive #2 - Patching Portions of Boyce Street										
26	253	PAVEMENT REPAIR, 7"	S.Y.	216	\$54.00	\$11,664.00	\$80.00	\$17,280.00	\$80.90	\$17,474.40
27	254	PAVEMENT PLANING, ASPHALT CONCRETE, 2"	S.Y.	956	\$1.31	\$1,252.36	\$2.85	\$2,724.60	\$4.76	\$4,550.56
28	407	TACK COAT @ 0.08 GAL/SY	GAL.	77	\$2.00	\$154.00	\$1.00	\$77.00	\$4.25	\$327.25
29	448	2" ASPHALT CONCRETE, PATCH, TYPE 1, PG 64-22	C.Y.	54	\$240.00	\$12,960.00	\$223.00	\$12,042.00	\$320.99	\$17,333.46
30	611	MANHOLE, ADJUSTED TO GRADE	EACH	1	\$500.00	\$500.00	\$840.00	\$840.00	\$1,500.00	\$1,500.00
31	614	MAINTAINING TRAFFIC	LUMP	1	\$800.00	\$800.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
32	624	MOBILIZATION	LUMP	1	\$550.00	\$550.00	\$847.90	\$847.90	\$1,000.00	\$1,000.00
33	103.05	CONTRACT BOND	LUMP	1	\$50.00	\$50.00	\$100.00	\$100.00	\$180.00	\$180.00
Additive #2 Total:						\$27,930.36		\$34,411.50		\$44,365.67
Additive #3 - Paving 900 - 1100 blocks West Ward Street										
34	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1.5"	S.Y.	1,920	\$1.31	\$2,515.20	\$2.25	\$4,320.00	\$3.98	\$7,641.60
35	407	TACK COAT @ 0.08 GAL/SY	GAL.	3	\$2.00	\$6.00	\$1.00	\$3.00	\$4.25	\$12.75
36	422	SINGLE CHIP SEAL, TYPE A	S.Y.	1,880	\$2.99	\$5,621.20	\$2.99	\$5,621.20	\$3.15	\$5,922.00
37	448	1.5" ASPH. CONC., SURF. COURSE, TYPE 1, PG 64-22	C.Y.	84	\$172.00	\$14,448.00	\$160.00	\$13,440.00	\$211.02	\$17,725.68
38	448	2" ASPHALT CONCRETE, PATCH, TYPE 1, PG 64-22	C.Y.	3	\$292.00	\$876.00	\$223.00	\$669.00	\$475.56	\$1,426.68
39	614	MAINTAINING TRAFFIC	LUMP	1	\$750.00	\$750.00	\$1,114.96	\$1,114.96	\$1,200.00	\$1,200.00
40	624	MOBILIZATION	LUMP	1	\$550.00	\$550.00	\$847.90	\$847.90	\$1,000.00	\$1,000.00
41	103.05	CONTRACT BOND	LUMP	1	\$50.00	\$50.00	\$122.99	\$122.99	\$150.00	\$150.00
Additive #3 Total:						\$24,816.40		\$26,139.05		\$35,078.71

Resolution No. 2576-20

A RESOLUTION ACCEPTING THE REPORT OF THE CITY OF URBANA TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE AND COMMUNITY REINVESTMENT AREA AGREEMENTS, TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THOSE AGREEMENTS

WHEREAS, the City of Urbana has designated areas as an Enterprise Zone and Community Reinvestment Areas pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, and Ohio Revised Code Chapter 3735; and

WHEREAS, the purpose of the Enterprise Zone and Community Reinvestment Area is to provide the community with the effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 5, 2020, and reviewed the status of each active Enterprise Zone agreement and Community Reinvestment Area agreement and made certain recommendations concerning action to either continue, modify or terminate said agreements; and

WHEREAS, the City of Urbana is required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone and Community Reinvestment Area agreement, the results of each project, and the recommendations of the TIRC, by March 31, 2020, to the Director of the Ohio Development Services Agency.

NOW THEREFORE, BE IT RESOLVED BY URBANA CITY COUNCIL:

Section 1: The review and recommendations made by the TIRC on March 5, 2020, as summarized on the attached "Enterprise Zone & Community Reinvestment Area Summary Report" for the City of Urbana, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2: Formal actions and discussion of City Council concerning this legislation were conducted in open meetings in compliance with Ohio Revised Code. §121.22 and Urbana Codified Ordinance §107.01.

Council President

Passed: _____

Attest: _____
Council Clerk

This Resolution approved by me this ____ day of _____, 2020.

Mayor

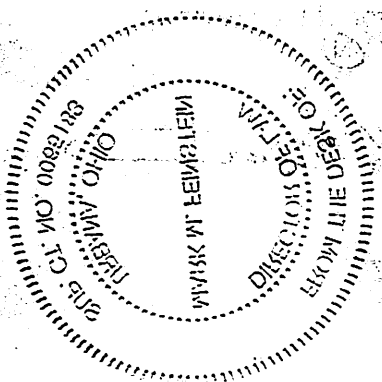
Department requesting: CEP Personnel: Marcia Bailey Director of Law review
Expenditure? Y Emergency? Y Public Hearing? Y
Readings required: 1 2 3 Dates advertised: NA
First reading date:
3/17/2020 Second reading date(s):
Third/final reading date:

Anticipated effective date if approved:
3/18/2020



THE UNIVERSITY OF CHICAGO LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

_____ (Name)
_____ (Address)
_____ (City)
_____ (State)
_____ (Zip)



_____ (Name)
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_____ (Zip)

ENTERPRISE ZONE & COMMUNITY REINVESTMENT AREA SUMMARY REPORT

TO: URBANA CITY COUNCIL MEMBERS
FROM: MARCIA BAILEY
SUBJECT: TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS
DATE: 3/17/2020
CC: BILL BEAN, KERRY BRUGGER, CHRIS BOETTCHER

Intent of Memo & Recommendation

This memo provides Urbana City Council with the recommendations from the Tax Incentive Review Council (TIRC). Council must act on the recommendations during its 03/05/2020 meeting. If action is not taken by Council, the City cannot file its annual report on March 31st and the City will be fined \$500/report.

The Tax Incentive Review Council (TIRC) meets annually to review the Enterprise Zone Agreements and Post-1994 Community Reinvestment Area Agreements. Each agreement is different and is between the City and a company. Any company receiving a property tax incentive from the City agreed to a real property investment, creation of jobs, and/or retention of jobs. The TIRC meets annually to make sure the City and company are fulfilling their obligations under the agreement.

At 9:00 AM on Thursday, March 5, 2019, the TIRC met. The TIRC reviewed and evaluated the previous year's activities—2018 Taxes Paid in 2019—to determine if the companies receiving tax incentives are fulfilling their obligations with respect to investments and job creation/retention. The TIRC recommends the following action of Urbana City Council:

Company Name	Investment Commitment	Job Commitment	TIRC Recommendation
Willow Run Realty LLC American Pan Co.	Commitment: \$2,950,000 +/- 10% Real Actual: \$1,938,814 Real; \$302,586	Commitment: Create 33; Retain 154 Actual: Created 78; Retained 154	Continue – EZ (2022) 75% - 10 yrs \$2,672,186 created payroll (annual) Abated - \$321,230 Paid - \$107,080
Ultra-Met Co.	Commitment: \$2,412,000 Real & Personal Combined Actual: \$510,378 Real; \$1,496,908	Commitment: Create 10; Retain 30 (best efforts) Actual: Created 11; Retained 30	Expire – EZ (2018) 75% - 10 yrs \$494,690 created payroll (annual) Abated - \$39,500 Paid - \$13,170
White's Service Center	Commitment: \$250,000 Real; \$2,500 Personal Actual: \$250,000 Real	Commitment: Create 1; Retain 1 Actual: Created 1; Retained 1	Continue – CRA (2019) 50% - 10 yrs \$107,219 created payroll (annual) Abated - \$0 Paid \$0
Phoenix BTS LLC (Navistar)	Commitment: \$12,000,000 Real Actual: \$12,000,000	Commitment: Create 13; Retain 114 Transfer 27 Actual: Created 25; Retained 155	Continue – CRA (2027) 100% - 10 yrs \$780,000 created payroll (annual) *50% share agreement Urbana City School Dist. Abated - \$236,830

WEIDMANN	Commitment: \$2,200,000 Real Actual: \$2,665,000	Commitment Create 20; Retain 142 Actual: Created 20; Retained 142	Continue – CRA (2033) 100% - 15 yrs \$834,959 (annual) *50% share agreement Urbana City School Dist. Abated \$820
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Resolution #2577-20

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING CRESCENT DRIVE IN THE CITY OF URBANA, COUNTY OF CHAMPAIGN, OHIO BY CONSTRUCTING OR REPAIRING SIDEWALKS, CURBS, DRIVEWAY APPROACHES AND APPURTENANCES THERETO ON PARTS OR ALL OF CRESCENT DRIVE BETWEEN FINCH STREET AND AMES AVENUE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 727.01 of the Ohio Revised Code grants this Council the special power to require the construction or repair of sidewalks, curbs, driveway approaches and appurtenances thereto by the owners of lots or lands abutting thereon and specially benefiting from; and

WHEREAS, in accordance with Section 727.12 of the Ohio Revised Code, this Council finds it necessary to make public improvements that will construct or repair sidewalks, curbs, driveway approaches and appurtenances thereto on parts or all of Crescent Drive between Finch Street and Ames Avenue within the City of Urbana, County of Champaign, Ohio; and

WHEREAS, the plans, specifications, profiles, and estimate of cost have been filed with the Clerk of Council, as required by Section 727.12 of the Ohio Revised Code; and

WHEREAS, Section 727.12 of the Ohio Revised Code further states that upon such filing, this Council may declare the necessity by the passage of a resolution for the municipal corporation to make the public improvement to be paid for in whole or in part by special assessments levied pursuant to this chapter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, Ohio, a three-fourths majority of the members of Council present concurring, that:

Section 1. It is hereby declared necessary for the preservation of the public health, safety and welfare of the City of Urbana, Ohio, to make public improvements that will construct or repair certain sidewalks, curbs; driveway approaches and appurtenances thereto on parts or all of Crescent Drive between Finch Street and Ames Avenue.

Section 2. The plans, specifications, profiles, and estimate of cost of the proposed improvement, now on file in the office of the Clerk of Council, are hereby approved.

Section 3. The City Engineer has prepared an estimate for the cost of the public improvements that is derived from the final project cost estimate prepared by Choice One Engineering for the Phase 2A Water Main Replacement Project. The City of Urbana will be paying for the cost of improvements on the north side of Crescent Drive as part of the water main replacement work, improvements on the south side where water services cross, and curb ramps at intersections.

Section 4. The method of levying the special assessment shall be in proportion to the benefits which will result from the improvement with all property owners on Crescent Drive sharing in the benefit and cost of improving the south side of Crescent Drive with the benefit proportion being derived based on the front footage of each property along Crescent Drive.

Section 5. Payment will be made by the City of Urbana from its capital improvement fund and/or general fund directly to a contractor to be selected through the city's competitive bidding process. The city shall recoup its capital cost outlay to make the improvements through a special assessment to be levied against each lot or parcel with assessments payable over a period of five years. No fee shall be added by the City on the special assessment. In addition, the City of Urbana shall bill, allowing prepayment, prior to the assessment being filed with the County Auditor.

Section 6. The City of Urbana does not intend to issue securities in anticipation of the levy and/or collection of the special assessments.

Section 7. The City Engineer has prepared an estimated assessment in accordance with the method of assessment set forth in this resolution and this estimated assessment for each lot or parcel of land to be assessed is on file in the office of the Clerk of Council.

Section 8. The Clerk of Council, or his or her designee, is hereby directed to serve notice of the passage of this Resolution on the owners of the lots and lands abutting and benefitting from the improvements to be constructed or repaired in accordance with Ohio Revised Code Section 727.13.

Section 9. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were 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 10. This Resolution is hereby declared an emergency measure as it relates to addressing public health, safety and welfare and shall become effective immediately upon its passage.

PASSED: _____

Council President

ATTEST: _____

Clerk of Council

This resolution approved by me this ____ day of _____, 2020.

Mayor

Department requesting: Engineering		Personnel: T. Bumbalough	Director of Law review
Expenditure? Y (N)	Emergency? (Y) N	Public Hearing? Y (N)	
Readings required: (1) 2 3		If yes, dates advertised:	
First reading date: 3/17/2020	Second reading date: NA	Third/Final reading date: NA	

Anticipated effective date if passed: 3/17/2020

Resolution 2578-20

A RESOLUTION AUTHORIZING THE CITY OF URBANA TO PARTICIPATE IN THE OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT.

WHEREAS, certain Ohio water and wastewater agencies (the "Members") have formed the "Ohio Water/Wastewater Agency Response Network," (Ohio WARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Members have agreed to enter into this "Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement," ("Agreement"), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing this Agreement, the Parties express their intent to participate in a program for Mutual Aid and Assistance within the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO:

SECTION ONE: That the Director of Administration be and hereby is authorized in the name of the City of Urbana to participate in the Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement, as reflected in the 9-page Agreement attached hereto and incorporated herein.

SECTION TWO: The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of its committees that resulted in those formal actions were in meetings open to the public in compliance with the laws.


Council President

Passed: _____

Attest: _____

This resolution approved by me this ____ day of _____, 2020

Mayor

Department requesting: Administration		Personnel: Kerry Brugger	Director of Law Review 
Expenditure? Y [N]	Emergency? Y [N]	Public Hearing? Y [N]	
Readings required: [1] 2 3		If yes, dates advertised:	
First reading date: 3/17/2020	Second reading date: N/A	Third/Final reading date: N/A	

Anticipated effective date if approved: 03/17/2020

RECEIVED

RECEIVED BY THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

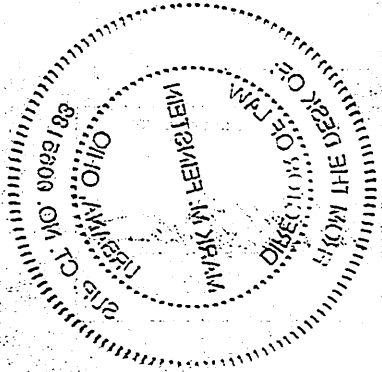
THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

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WASHINGTON, D.C. 20250

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WASHINGTON, D.C. 20250

THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250



Handwritten notes and signatures in the bottom right section of the document.

OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK

MUTUAL AID AGREEMENT

RECITALS

WHEREAS, certain Ohio water and wastewater agencies (the "Members") have formed the "Ohio Water/Wastewater Agency Response Network," (Ohio WARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Members have agreed to enter into this "Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement," ("Agreement"), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing this Agreement, the Parties express their intent to participate in a program for Mutual Aid and Assistance within the State of Ohio.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Ohio WARN, as agreed upon, and authorized by, their respective legislative authorities, mutually agree as follows:

ARTICLE I. PURPOSE

Recognizing that emergencies may overwhelm Ohio WARN Members to provide services to their customers which may require them to seek assistance in the form of personnel, equipment and supplies from outside the area of impact, the signatory utilities to this Agreement hereby establish within the State of Ohio an Intrastate Program for Mutual Aid and Assistance. Through the Ohio WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies as described in this Agreement.

ARTICLE II. DEFINITIONS

- A. **Agreement** – The Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement.
- B. **Authorized Official** – An employee of a Member who is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.
- C. **Emergency** – A natural or man-made event that is, or is likely to be, beyond the control of the available services, personnel, equipment and facilities of a Mutual Aid and Assistance Program Member.
- D. **Member** – Any public or private water or wastewater utility or its principals that executes this Agreement.

- E. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.
- F. **Period of Assistance** – A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment or supplies depart from a Responding Member’s facility and ends when the resources are returned to the Responding Member’s facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- G. **Requesting Member** – A Member who requests assistance in accordance with the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- H. **Responding Member** – A Member that responds to a request for assistance under the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- I. **Statewide Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the Mutual Aid and Assistance Program (e.g., public health, emergency management, rural water, water utility organizations) that shall administer the WARN Program for the state.
- J. **Work or Work-Related Period** – Any period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually-agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through a Statewide Committee. The purpose of a Statewide Committee is to provide coordination of the Mutual Aid and Assistance Program before, during and after an emergency. The Statewide Committee, under the leadership of an elected Chair, shall meet at least annually to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV. PROCEDURES

In coordination with the emergency management and public health systems of Ohio, the Statewide Committee shall develop operational and planning procedures for the OH WARN Program. These procedures shall be reviewed at least annually and updated as needed. The Members recognize that the Statewide Committee, set forth in Article III, above, shall develop an OH WARN Program Manual and/or an OH WARN Handbook to set forth general procedures and standards that shall be followed by each Member.

It is the responsibility of each Member to develop its own operational and planning procedures that identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

- A. **Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are provided in the required procedures (Article IV).

- B. **Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. **Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

- A. **National Incident Management System (NIMS)** – When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

- B. **Control** – Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.
- C. **Food & Shelter** – The Requesting Member shall supply reasonable food and shelter for the Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Ohio for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.
- D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.
- E. **Status** – Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. **Licenses & Permits** – To the extent permitted by law, Responding Member personnel who hold licenses, certificates or permits issued by the State of Ohio evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

- G. **Right to Withdraw** – The Responding Member’s Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member’s Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon a practicable after the oral notice.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in writing in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits and indirect costs. Fringe benefit calculations shall be based on Federal Emergency Management Agency’s (FEMA) defined fringe benefits. If a Responding Member intends to calculate fringe benefits differently than those established by FEMA, the Responding Member must provide such calculations in writing to the Requesting Member’s Authorized Official prior to deploying personnel.
- B. **Equipment** – The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member’s Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member’s equipment is damaged during the Period of Assistance that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for repair or replacement of the damaged equipment. Damage must be reasonably attributable to the specific response and taking into consideration normal wear and tear.

- C. **Materials & Supplies** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Incidental Costs** – Other reasonably related incidental costs that are accrued by the Responding Member during the specified period of assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.
- E. **Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date.
- F. **Disputed Billings** – Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTES

All disputes between two or more Members arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to arbitration before a panel of three persons chosen from the Members of this Agreement, excluding those Members that are parties to the dispute. The Parties to the dispute shall determine whether the arbitration is binding or non-binding.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX INSURANCE

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing in this Agreement shall act, or be construed, as a waiver of any statutory or common-law immunity or other exemption or limitation on liability that a Member may enjoy.

ARTICLE X INDEMNITY AND IMMUNITY

IDEMNITY

Neither Party will indemnify or hold harmless the other for any damages awarded in any civil action arising from any action or omission of either Party's officers, employees, agents, contractors, subcontractors or volunteers acting under this Agreement. Neither Party shall act or be deemed to be acting as agent for the other.

IMMUNITY

Nothing in this Agreement is intended to, and shall not, be construed to constitute a waiver of either Party's defenses, including immunity. Officers, employees, and volunteers of a Responding Member performing services at any place for a Requesting Member in good faith carrying out, complying with, or attempting to comply with this Agreement shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties in the jurisdiction in which they are normally officers or employed or rendering services. Such persons shall not be liable for any injury to, or death of, persons or damage to property as the result of performing services under this Agreement during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent and subsequently to the same except in cases of willful misconduct. As used in this section, "emergency management volunteer" means only an individual who is authorized to assist any agency performing emergency management during a hazard.

ARTICLE XI WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XII NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suite or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII EFFECTIVE DATE

This Agreement shall be effective after the Member's governing authority executes the Agreement and the Statewide Committee receives the Agreement. The Statewide Committee shall maintain a master list of all Members in the state.

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

This Agreement shall continue in force and remain binding on each and every Member until December 31st of the year in which the Member executes the Agreement. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent one-year term unless and until such time a Member withdraws from participation in this Agreement.

ARTICLE XIV WITHDRAWAL

A Member may withdraw from this Agreement at any time and for any reason by providing written notice of its intent to withdraw to the Statewide Committee Chair.

ARTICLE XV MODIFICATION

This Agreement may be modified in writing to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and the Ohio WARN. No provision of this Agreement may be modified, altered, or rescinded by individual Members to the Agreement. The Statewide Committee must approve in writing all modification requests.

ARTICLE XVI INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Ohio Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

ARTICLE XVII RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Ohio, is classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems, or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Ohio. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released.

NOW, THEREFORE, in consideration of the covenants and obligations in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a party to this Agreement and Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement this _____ day of _____, _____.

Water/Wastewater Utility: _____
(Name, address, city)

Authorizing Ordinance/Resolution Number: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION NO 2579-20

A RESOLUTION AUTHORIZING THE TRANSFER OF AN APPROVED TAX ABATEMENT AT 1155 PHOENIX DR., URBANA, OHIO WITHIN A COMMUNITY REINVESTMENT AREA (CRA) FROM "DAMEWOOD ENTERPRISES" TO "PHOENIX BTS, LLC" UPON TRANSFER OF TITLE.

WHEREAS, the City of Urbana has areas designated as Enterprise Zones (EZ's) and Community Reinvestment Areas (CRA's) pursuant to the Ohio Community Reinvestment Area which is contained in the Ohio Revised Code Chapter 3735; and

WHEREAS, The CRA Agreement for the real property located at 1155 Phoenix Dr., Urbana, Ohio was approved by Resolution 2499-17 on January 23, 2017 by and between the City of Urbana and "Damewood Enterprises"; and

WHEREAS, on or about March 9, 2020, the Champaign County Auditor's Office notified the Economic Development Director of the Champaign Economic Partnership (the "CEP") of the transfer of the property subject to the aforementioned CRA Agreement to "Phoenix BTS, LLC"; and

WHEREAS, on or about March 9, 2020, "Damewood Enterprises" further notified the CEP a) the Phoenix BTS, LLC will be owned 100% by the "Damewood Enterprises", b) the "Damewood Enterprises" ownership of the property subject to the aforementioned CRA Agreement was modified on or about March 27, 2017, that c) all of the provisions of the executed Community Reinvestment Area Agreement shall remain in full force and effect post transfer, and that d) following the transfer, Navistar remains the sole tenant at the property, leasing 100% of the space under the same Tenant lease that was originally executed;

NOW THEREFORE, IN RELIANCE UPON THE REPRESENTATIONS OF "DAMEWOOD ENTERPRISES", ABOVE BE IT RESOLVED BY URBANA CITY COUNCIL THAT

Section 1: The tax abatement approved for the real property located at 1155 Phoenix Dr. Urbana, Ohio is hereby approved to transfer from "Damewood Enterprises" to "Phoenix BTS, LLC" under the same terms and conditions as previously authorized, and upon transfer of title, through their term, expiring February 28, 2027, all subject to the annual TIRC review.

Section 2: Formal actions and discussion of City Council concerning this legislation were conducted in open meetings in compliance with Ohio Revised Code §121.22 and Urbana Codified Ordinance §107.01.

Council President

Passed: _____

Attest: _____
Council Clerk

This resolution approved by me this ____ day of _____, 2020.

Mayor

As to Form: Walter M. Ponder
Law Director



OFFICE OF THE ATTORNEY GENERAL

STATE OF ILLINOIS

IN SENATE

REPORT

OF THE

COMMISSIONERS

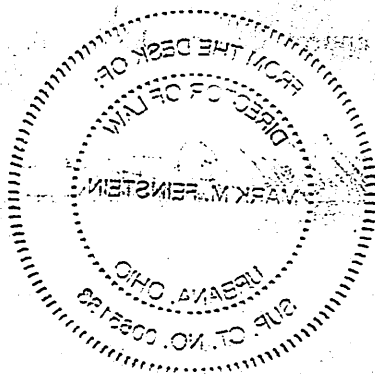
OF THE

LAND OFFICE

FOR THE YEAR

ENDING

DECEMBER 31, 1900





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/17/2017	201704602786	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

LAGOS & LAGOS, P.L.L.
5057 TROY ROAD
SPRINGFIELD, OH 45502

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
3992180**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
PHOENIX BTS, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 02/15/2017

Document No(s):
201704602786



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
17th day of February, A.D. 2017.

Jon Husted
Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 2/15/2017

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA)

(2) Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," or "ltd"

Effective Date (The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)
(Optional) mm/dd/yyyy

This limited liability company shall exist for (Optional) Period of Existence

Purpose (Optional)

****Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

PHOENIX BTS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

BRAD DAMEWOOD

Name of Agent

1000 PHOENIX DRIVE

Mailing Address

URBANA

City

OH

State

43078

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, _____ named herein as the statutory agent

BRAD DAMEWOOD

Statutory Agent Name

for _____

PHOENIX BTS, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature _____
BRAD DAMEWOOD

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

BRAD DAMEWOOD

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Mon Mar 09 2020

Entity#: 3992180
Filing Type: DOMESTIC LIMITED LIABILITY COMPANY
Original Filing Date: 02/15/2017
Location: ---
Business Name: PHOENIX BTS, LLC

Status: Active
Exp. Date: -

Agent/Registrant Information

BRAD DAMEWOOD
1000 PHOENIX DRIVE
URBANA OH 43078
02/15/2017
Active

Incorporator/Associate/Partner Information

BRAD DAMEWOOD

Filings

Filing Type	Date of Filing	Document ID
ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.	02/15/2017	201704602786

Mon Mar 09 2020

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th of March, A.D. 2020

Ohio Secretary of State

Frank LaRose

Champaign County, Ohio - PRC
Parcel: K48-25-00-01-34-006-01

TAX		
	First Half	Second Half
Gross Property Tax:	\$7,853.98	\$7,853.98
Reduction:	(\$2,332.67)	(\$2,332.67)
10% Rollback:	\$0.00	\$0.00
2.5% Rollback:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
Delinquencies:	\$0.00	\$0.00
Penalties:	\$0.00	\$0.00
Due:	\$5,521.31	\$5,521.31
Collected:	(\$5,521.31)	\$0.00
Balance:	\$0.00	\$5,521.31

VALUATION		
	Appraised	Assessed
Land Value	\$472,160	\$185,260
Improvements Value	\$0	\$0
Total Value	\$472,160	\$165,260

GENERAL PARCEL INFORMATION

Owner	PHOENIX BTS LLC
Property Address	1155 PHOENIX DR
Mailing Address	PHOENIX BTS LLC 1000 PHOENIX DR
Tax District	K48
School District	URBANA CSD
Land Use	350 WAREHOUSE
Legal Description	RTS 11-05-22__ DAMEWOOD INDUSTRIAL PARK PT LOT 6 EASEMENT

SALES

Date	Instrument Type	Buyer	No Parcels	Sale Price
3/27/2017	QUIT CLAIM DEED EX	PHOENIX BTS LLC	1	\$0.00
3/27/2017	QUIT CLAIM DEED EX	DAMEWOOD BRADLEY W &	1	\$0.00
3/27/2017	QUIT CLAIM DEED EX	DAMEWOOD BRADLEY W 1/10	1	\$0.00

LAND

Land Type	Dimensions	Dimension	Eff. Depth	F. Actual	Appraised
A6 - PRIMARY SITE	10	ACRES	0	0	\$300,000
A7 - SECONDARY SITE	11.477	ACRES	0	0	\$172,160