

**Mayor**  
Kathy Huner

**City Council**  
Shane Chamberlin  
Jeremy Simon  
Brandon Tijerina  
Heather Galbraith  
Sarah Heising  
Kevin Hite



230 Clinton Street • Wauseon, Ohio 43567

**Director of Law**  
Thomas A. McWatters III

**Director of Finance**  
Jamie L. Giguere

**Director of Public Service**  
Austin Abbot

**Police Chief**  
Kevin Chittenden

**Fire Chief**  
Phil Kessler

May 1, 2026

Wauseon City Council  
230 Clinton Street  
Wauseon, Ohio 43567

RE: Council Meeting of May 4, 2026

Dear Council Members:

We are not aware of anyone wishing to address Council at the start of the meeting.

There are no Committee reports.

There will be a first reading on Ordinance 2026-4, which authorizes the creation of the Ottawa Way Incentive District and approval of the TIF agreement with the developer.

There will be a second reading on Ordinance 2026-3 (emergency) which rolls back the Glenwood assessments and provides for a reimbursement over a five-year period of assessments to persons/entities that already paid assessments.

There will be a second reading on Resolution 2026-12, which authorizes the Mayor or her designee to apply for an Ohio Drinking Water Revolving Loan Account for the design of the GAC project at the Water Treatment Plant.

There is no legislation for third reading.

These are the only issues I am aware of to come before Council. Should any member of Council have any questions or comments, you are strongly encouraged to contact the appropriate Department Head prior to the meeting.

Respectfully submitted,

Thomas A. McWatters III  
City Law Director

TAM:knp

cc: Kathy Huner, Mayor  
Jamie Giguere, Finance Director  
Brandi Galbraith, Clerk of Council  
The Blade  
Phone 419-335-9022 • Office Fax 419-335-3866  
[www.cityofwauseon.com](http://www.cityofwauseon.com)

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**WAUSEON CITY COUNCIL AGENDA**  
**Monday, May 4, 2026**  
**5:00 pm**

**Order of Business**

1. Call meeting to order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
5. Wishing to Address Council
  - No one wishes to address council
6. Approval of prior meeting minutes:
  - a) Council Meeting: April 20, 2026, Committee of the Whole: April 30, 2026
    - Motion to approve the prior meeting minutes moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

All in favor:
7. Committee Reports
  - Safety & Code (05.04.26)
8. Department Head Reports
  - a) Phil Kessler, Fire Chief
  - b) Kevin Chittenden, Police Chief
  - c) Jamie Giguere, Director of Finance
  - d) Austin Abbot, Director of Public Service
  - e) Thomas McWatters III, Law Director
9. First Reading of Legislation or Emergency
  - a) **Ordinance 2026-4:** AUTHORIZING THE CREATION OF THE OTTAWA WAY INCENTIVE DISTRICT WITHIN THE CITY OF WAUSEON, OHIO; DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE TO BENEFIT OR SERVE THE REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES;

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PROVIDING FOR MINIMUM SERVICE PAYMENTS; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(C), 5709.42, 5709.43, 5709.832 AND 5709.85.

Motion to place Ordinance 2026-4 on first reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

b) **Ordinance 2026-5:** AN ORDINANCE AMENDING SECTIONS 1110.01 AND 1131.032 OF THE CODIFIED ORDINANCES OF THE CITY OF WAUSEON; AND DECLARING AN EMERGENCY

Motion to place Ordinance 2026-5 on emergency reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

Motion to place Ordinance 2026-5 on final reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

#### 10. Second Reading of Legislation or Emergency

a) **Ordinance 2026-3:** AN ORDINANCE TERMINATING CERTAIN SPECIAL ASSESSMENTS FOR IMPROVEMENTS MADE TO GLENWOOD AVENUE, WAGNER STREET, AND BANISTER STREET AND AUTHORIZING AND DIRECTING REIMBURSEMENT OF SPECIAL ASSESSMENT AMOUNTS TO APPLICABLE PROPERTY OWNERS; AND DECLARING AN EMERGENCY

Motion to place Ordinance 2026-3 on emergency reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

Motion to place Ordinance 2026-3 on final reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

- b) **Resolution 2026-12:** A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO APPLY FOR AN OHIO DRINKING WATER REVOLVING LOAN ACCOUNT FOR DESIGN OF THE EMERGING CONTAMINANT TREATMENT PROJECT AT THE CITY OF WAUSEON'S WATER TREATMENT PLANT

Motion to place Resolution 2026-12 on second reading moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

11. Third Reading of Legislation or Emergency

12. New Business

May 14, 2026, Joint meeting with Clinton Township and Council at 6:30pm

13. Old Business

14. Approval of Bills

Motion for Approval of the Bills moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Discussion:

Vote: \_\_\_\_ Yeas \_\_\_\_ Nays

15. Adjournment

a) Motion to adjourn moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

All in favor:

Brandi Galbraith  
Clerk of Council

*Council reserves the right to adjourn into Executive Session at any time it deems appropriate. The distribution of this Agenda does not obligate Council to take action on the items set forth herein, nor does it limit Council from taking action on other items not on the Agenda. The items listed on the Agenda are subject to change. If additional items are added, Council will use its best effort to notify all interested parties of changes prior to the meeting*

**WAUSEON CITY COUNCIL  
COUNCIL MEETING  
Monday, April 20, 2026**

Mayor Huner called this meeting of the Wauseon City Council to order at 5:00 p.m. in Council Chambers. She led the Pledge of Allegiance which was followed by a moment of silence.

**ROLL CALL**

The Clerk of Council took roll, present were Councilor Heising, Councilor Tijerina, Councilor Galbraith and Councilor Hite. With four members present constituting a quorum.

Council President Chamberlin and Councilor Simon were excused.

**PERSONS WISHING TO ADDRESS COUNCIL**

Nicole Sajdak from Arcadis presented a presentation to Council about the GAC project at the Water Treatment Plant. The city is working to get a loan application to the EPA for the expenses, design and construction of the GAC project by August 7. Nicole talked about Trihalomethane, it is a health concern, when you add chlorine to water for disinfecting purposes background materials such as leaves and organic decay from the reservoir interact with the chlorine and then by products are formed. The Water Treatment Plant is working to balance the chemicals used to disinfect the water and to make the water safe to drink. Arcadis plans to use granular activated carbon that is heated to absorb the chemicals and contaminants. Benefits of using granular activated carbon are that it traces the chemicals and organics that come through, get rid of the odor and bad taste in water. Nicole then discussed the process that the water would go through during the treatment process and the generation and reactivating of the carbon.

**APPROVAL OF MINUTES**

Mayor Huner asked for a motion to approve the prior meeting minutes. Councilor Tijerina moved and was seconded by Councilor Heising to approve the minutes as printed.

All in favor: *Motion Passed Unanimously*

**COMMITTEE REPORTS**

**Tree Commission (04.06.26)** – The Tree commission is working to finish the preparations for the April 25<sup>th</sup> Arbor Day Event at Reighard Park and changing the logo for the Tree Commission. No action at this time.

**Personnel Committee (04.08.26):** The Personnel Committee discussed changes to job descriptions of the Grounds Keeper I, II, III, Park Manager, Director of Building and Zoning, and the change in the policy for Lexipol that has been tabled until June after the election. No action at this time.

**DEPARTMENT HEAD REPORTS**

**Fire Chief, Phil Kessler:**

**Assistant Police Chief, Nathan Hartsock:** The mock crash that was scheduled for April 15<sup>th</sup> was canceled due to rain and fog. Drug Take Back is April 25, 2026, the drop box is located in the lobby of the Police Department. Chief Hartsock also mentioned his only daughter Hanna welcomed his first granddaughter, Charolette Rose Whitford.

Primary Election is May 5<sup>th</sup>.

### **APPROVAL OF THE BILLS**

Motion for the Approval of the Bills moved by Councilor Galbraith and seconded by Councilor Hite.

No Discussion  
4 Yeas 0 Nays  
Motion Carries

### **ADJOURNMENT**

With there being no further business, Councilor Tijerina and seconded by Councilor Hite to adjourn the meeting at 5:45 pm.

All in favor: *Motion Passed Unanimously*

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**Brandi Galbraith, Clerk of Council**

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**Shane Chamberlin, President of Council**

**WAUSEON CITY COUNCIL  
COMMITTEE OF THE WHOLE  
THURSDAY, APRIL 30, 2026**

Council President Chamberlin called the Committee of the Whole to order at 7:15 a.m.

Present: Councilor Chamberlin, Councilor Sarah Heising, Councilor Brandon Tijerina, Councilor Jeremy Simon, Councilor Hite, and Brandi Galbraith

Also present: Tom McWatters, Police Chief Chittenden, Fire Chief Assistant Shirkey, Director of Finance Jamie Giguere and Director of Public Service Austin Abbot

**Wishing to Address Council**

No one wishes to address Council

**Committee Reports:**

There are no committee reports

**1<sup>st</sup> Reading Legislation**

**ORDINANCE 2026-4:** AUTHORIZING THE CREATION OF THE OTTAWA WAY INCENTIVE DISTRICT WITHIN THE CITY OF WAUSEON, OHIO; DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE TO BENEFIT OR SERVE THE REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; PROVIDING FOR MINIMUM SERVICE PAYMENTS; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(C), 5709.42, 5709.43, 5709.832 AND 5709.85.

**2<sup>nd</sup> Reading Legislation**

**ORDINANCE 2026-3:** AN ORDINANCE TERMINATING CERTAIN SPECIAL ASSESSMENTS FOR IMPROVEMENTS MADE TO GLENWOOD AVENUE, WAGNER STREET, AND BANISTER STREET AND AUTHORIZING AND DIRECTING REIMBURSEMENT OF SPECIAL ASSESSMENT AMOUNTS TO APPLICABLE PROPERTY OWNERS.

**RESOLUTION 2026-12:** A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO APPLY FOR AN OHIO DRINKING WATER REVOLVING LOAN ACCOUNT FOR DESIGN OF THE EMERGING CONTAMINANT TREATMENT PROJECT AT THE CITY OF WAUSEON'S WATER TREATMENT PLANT

**3<sup>rd</sup> Reading Legislation**

There is nothing for third reading

Director of Law, Tom McWatters reported that Safety and Code will need to meet to discuss the M2 district cell towers and the Optic Fiber Policy. He is working on a policy for food trucks that do not go through the city for permits.

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____

**ORDINANCE NO. 2026-4**

**AUTHORIZING THE CREATION OF THE OTTAWA WAY INCENTIVE DISTRICT WITHIN THE CITY OF WAUSEON, OHIO; DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE TO BENEFIT OR SERVE THE REAL PROPERTY WITHIN SUCH INCENTIVE DISTRICT; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; PROVIDING FOR MINIMUM SERVICE PAYMENTS; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(C), 5709.42, 5709.43, 5709.832 AND 5709.85.**

WHEREAS, Division (C) of Ohio Revised Code Section (“R.C.”) 5709.40 provides that this Council may, under certain circumstances, (i) create an incentive district for parcels of real property located in the City of Wauseon, Fulton County, Ohio (the “City”), (ii) declare as “improvements,” which term is defined in Division (A)(4) of R.C. 5709.40, to such parcels of real property located in such incentive district to be a public purpose, thereby granting to those improvements an exemption from real property taxation, (iii) designate the public infrastructure improvements made, to be made, or in the process of being made that benefit or serve, or, once made, will benefit or serve parcels in such incentive district, and (iv) require annual service payments in lieu of taxes to be used to finance the designated public infrastructure improvements within such incentive district; and,

WHEREAS, pursuant to Division (C)(4) of R.C. 5709.40, such exemption may be for up to ten (10) years and up to seventy-five percent (75%) of the increase in the assessed value of any real property in such incentive district that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under R.C. 5709.40 were it not for the exemption granted by that ordinance (an “Improvement”); and,

WHEREAS, the real property described in EXHIBIT A attached hereto and incorporated herein by reference (the “Property”) is located in the City, with each parcel of the Property

not later than thirty (30) days to every real property owner whose property is located in the boundaries of the Ottawa Way Incentive District, and said notice included a map of the incentive district, an overlay relating thereto, and information to property owners as to excluding their property from the incentive district, as appropriate, all in accordance with Division (C)(2)(a) of R.C. 5709.40; and,

WHEREAS, this Council acknowledges that it has received an affirmative statement from the owners of the Parcel (i.e., 100% of the Property) located within the Ottawa Way Incentive District (i) otherwise waiving the notice requirement set forth in Division (C)(2)(a) of R.C. 5709.40 with respect to all of the Property, (ii) affirming that the owners thereof have no intention of excluding any of the Property from the Ottawa Way Incentive District, and (iii) requesting that this Council proceed with the enactment of this ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1. Creation of Incentive District. Pursuant to Division (C) of R.C. 5709.40, this Council hereby creates the Ottawa Way Incentive District, which consists of the Parcel specifically identified and depicted in Exhibit A attached hereto, and further declares that the Improvements to the Property are a public purpose.

Section 2. Authorization of TIF Exemption. Under Division (C) of R.C. 5709.40, this Council hereby exempts from taxation seventy-five percent (75%) of the Improvement as a public purpose for a period of ten (10) years (the "**TIF Exemption**"). The TIF Exemption with respect to all Property in the Ottawa Way Incentive District shall commence with the first day of the tax year following the effective date of this ordinance and for which there is an Improvement on any Parcel in the Ottawa Way Incentive District of at least One Hundred Thousand dollars (\$100,000.00) (i.e., an increase in *true value* of \$285,720.00) (the "**Commencement Date**"), and in all cases, the Ottawa Way Incentive District and the TIF Exemption shall end with respect to all Property in the Ottawa Way Incentive District on the date that is the earlier of (a) ten years after the Commencement Date or (b) the date on which the City can no longer require service payments in lieu of taxes, either by law, or because the costs of all Public Infrastructure Improvements are paid for, all in accordance with the requirements of R.C. 5709.40, R.C. 5709.42, and R.C. 5709.43.

Section 3. Service Payments and Property Tax Rollback Payments. As provided in R.C. 5709.42, this Council hereby directs and requires the owners of Parcels within the Ottawa Way Incentive District (the "**Owners**") to make annual service payments in lieu of taxes with respect to the Improvement allocable to each such Owner's Parcel to the County Treasurer of Fulton County, Ohio (the "**County Treasurer**") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then-current rate established under R.C. 323.121 and R.C. 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the TIF Exemption. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by R.C. 319.302, R.C. 321.24, R.C. 323.152 and R.C. 323.156, as the same may be amended from time-to-time, or any successor provisions, as the same may be amended from time-to-time (the

existence so long as such Service Payments, any minimum service payments, and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund is to be dissolved and any surplus funds remaining therein are to be transferred to the City's General Fund, all in accordance with R.C. 5709.43.

Section 7. TIF Agreement and Further Authorizations. This Council hereby approves the TIF Agreement, with any changes that are not inconsistent with this ordinance and not substantially adverse to the City and which shall be conclusively evidenced by the signing of the TIF Agreement by the Mayor, to which this Council further hereby authorizes execution on behalf of the City. This Board further authorizes and directs the Mayor or other appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of such instruments, as are necessary and appropriate to implement this ordinance and the TIF Agreement.

Section 8. Application for Real Property Tax Exemption and Remission. This Council hereby authorizes the Mayor or other appropriate officers of the City to prepare and sign any applications for real property tax exemption pursuant to R.C. 5709.911, the provisions of which govern the priority status of the exemptions provided under this ordinance.

Section 9. Tax Incentive Review Council. This Council hereby designates the Fulton County Tax Incentive Review Council (the "TIRC") established in Resolution No. 86-215 passed by the Fulton County Board of Commissioners on July 7, 1986, as the tax incentive review council that shall review annually all exemptions from taxation resulting from this ordinance and any other matters as may properly come before the TIRC, in accordance with R.C. 5709.85.

Section 10. Nondiscriminatory Hiring Practices. In accordance with R.C. 5709.832, this Council hereby determines that no employer located in the Ottawa Way Incentive District is to deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, or ancestry.

Section 11. Ohio Department of Development. Pursuant to Division (I) of R.C. 5709.40, the Mayor is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Department of Development ("ODOD") within fifteen (15) days after its passage. On or before March 31 of each year that the TIF Exemption remains in effect, the Mayor or other authorized officer of this City shall prepare and submit, or cause to be prepared and submitted, to the Director of ODOD the status report required under Division (I) of R.C. 5709.40.

Section 12. Open Meetings. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision-making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with Ohio's Sunshine Laws, including R.C. 121.22.

Section 13. Effective Date. This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

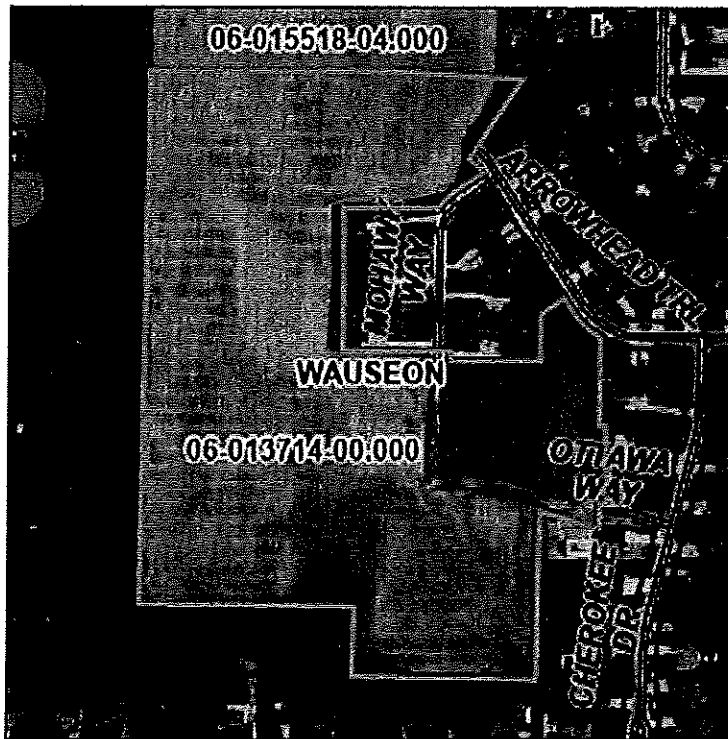
EXHIBIT A

Description of the Ottawa Way Incentive District

The Ottawa Way Incentive District to be exempt under the foregoing ordinance consists of the following area not more than 300 acres in size enclosed by a continuous boundary and situated in the City of Wauseon, County of Fulton, State of Ohio, that is identified by the County Auditor of Fulton County, Ohio as having the following tax parcel identification number(s), as that real property may be subdivided, combined, and/or designated by different tax parcel numbers from time-to-time:

Parcel Number 06-013714-00.000

For ease of reference, and for purposes of delineating the boundaries of the Ottawa Way Incentive District, the following map is provided:



The Project Site is characterized by the attached legal description:

EXHIBIT C

Form of TIF Agreement

[See Attached]

and future such owners of each Parcel (each referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the “Service Payments”), and any minimum service payments in amounts set forth herein, to the Office of the Treasurer of Fulton County, Ohio (the “County Treasurer”), which Service Payments and minimum service payments will be used, in part, to pay the costs of the Public Infrastructure Improvements, all pursuant to and in accordance with R.C. 5709.40, R.C. 5709.42 R.C. 5709.43 and R.C. 5709.91 (collectively, the “TIF Statutes”), the TIF Ordinance, and this Agreement; and,

WHEREAS, pursuant to the TIF Ordinance, the Council has approved the terms of this Agreement and authorized its execution on behalf of the City; and,

WHEREAS, the Parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which made, to be made, or in the process of being made benefit or serve, or, once made, will benefit or serve the Project Site.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and to induce the Company to proceed with the construction of the Public Infrastructure Improvements, the Parties agree as follows:

Section 1. TIF Exemptions, Priority of Exemptions, and Agreements Related Thereto.

(a) In connection with the construction of the Public Infrastructure Improvements, the City, through the TIF Ordinance, has granted, among other things, with respect to the Improvements, a seventy-five percent (75%) exemption from real property taxation, commencing on the Commencement Date, and ending with respect to all such Parcels on the date that is the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require annual service payments in lieu of taxes, either by law, or because the costs of all Public Infrastructure Improvements are paid for, all in accordance with the requirements of the TIF Statutes and the TIF Ordinance (the “Exemption Period”). Each Owner shall make Service Payments in an amount equal to the real property taxes that would have been payable with respect to the Improvement owned by that Owner had an exemption with respect to such Improvement not been granted under R.C. 5709.40. Each Service Payment to be made under this Agreement will be made on a semi-annual basis in an amount equal to one-half of the annual property tax amount that would have been payable had the TIF Exemptions not been granted. The Service Payments shall be due and payable on each January 15 and July 15 or such other date as the County Treasurer determines property taxes are due (such date being hereinafter referred to as a “Service Payment Date”) until expiration or termination of the TIF Exemption.

(b) It is intended and agreed that the covenants provided in this Agreement are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City whether or not this Agreement remains in effect. It is further intended and agreed that this Agreement and the covenants herein are to remain in effect for the full period of the TIF Exemption permitted in accordance with the requirements of the TIF

(b) Minimum Service Payments. The Parties intend, and the Company hereby agrees, that Company shall pay in each year of the TIF Exemption a minimum service payment (the "**Minimum Service Payment**") in the amount necessary in that year as set forth below and in accordance with the City's debt service schedule attached hereto as EXHIBIT C:

The Company shall make, in addition to the Service Payments, a Minimum Service Payment on each Service Payment Date. Minimum Service Payments due hereunder shall constitute minimum service payment obligations under the TIF Statutes, in the amount necessary, if any, such that remittances to the TIF Fund for each respective tax year equals the amount shown in Exhibit C, with this total amount comprised by said Service Payment and corresponding Minimum Service Payment to make up the difference. For absolute clarity as to the immediately preceding sentence, the Parties, including the Company, agree the TIF Fund shall receive at least that dollar amount represented by the *Total P+I* column in Exhibit C per tax year payable from the Project Site.

(c) Binding Nature of Obligations; Security for Payment. Anything herein to the contrary notwithstanding, upon the effective date of this Agreement, the Owners' obligation hereunder to pay Service Payments and Minimum Service Payments and to perform and observe any other agreements on their part contained herein, are absolute and unconditional. Each Owner's obligation to pay the Service Payments and Minimum Service Payments is to be secured by a lien on its interest in the Project Site and the Improvement, as provided by law.

(d) Personal Guaranty. Benjamin J. Gleckler and Nicole M. Gleckler each agree, respectively, to deliver or cause to be delivered a duly executed and acknowledged Guaranty in favor of the City, in a form substantially as it appears attached hereto as EXHIBIT D.

(e) Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of the Company or any individual Owner may be enforced to the fullest extent permitted by law, by (i) the City, and (ii) the County Treasurer. It is the intention and agreement of the Company, as an Owner, that this Agreement constitutes and will be deemed to be a lien encumbering and running with the real property comprising the Project Site to secure the obligations of the Company and any individual Owners to make Service Payments and make Minimum Service Payments (and, if applicable, pay interest and penalties), which Service Payments and Minimum Service Payments are intended to have the same lien rights as real estate taxes and the same priority in accordance with R.C. 323.11 and R.C. 5709.91. Further, in addition to the Service Payments and minimum service payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against the Company or that Owner. In furtherance of the foregoing, it is the intention of the Company, as an Owner, that the City may, upon the occurrence of an event of default set forth in Section 16 hereof, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either delinquent real estate taxes or mortgage liens; provided, that nothing contained in this Agreement is to be deemed

under Division (B) of R.C. 5703.47 as of the date of expenditure, less one percentage point, or (B) five percent (5%); (iv) review and inspection fees incurred in connection with the construction of the Public Infrastructure Improvements; (v) professional fees; (vi) items of “costs of permanent improvements” set forth in Division (B) of R.C. 133.15(B) and incurred by the City and/or the Company directly or indirectly with respect to the Public Infrastructure Improvements; and (vii) construction management and supervisory costs and fees.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Costs of the Public Infrastructure Improvements which the Company is authorized to incur and for which the Company may be reimbursed out of the TIF Fund pursuant to this Agreement shall not exceed One Million, Four hundred Thousand and no/100 dollars (\$1,400,000.00), and the City shall have no obligation to pay or reimburse the Company out of the TIF Fund or otherwise for any amount in excess of One Million, Four Hundred Thousand and no/100 dollars (\$1,400,000.00).

From time-to-time after commencement of construction of the Public Infrastructure Improvements, the Company shall provide a certified statement to the City setting forth and providing reasonable evidence concerning Costs of the Public Infrastructure Improvements (each a “Certified Statement”, a form of which is attached hereto as **EXHIBIT F**, and collectively, the “Certified Statements”). Upon receipt of each Certified Statement, the City shall review the costs evidenced in the Certified Statement to determine whether each of the costs constitutes Costs of Public Infrastructure Improvements eligible to be reimbursed out of the TIF Fund in accordance with this Agreement; provided, however, that any costs certified to the City for reimbursement shall not be eligible for reimbursement out of the TIF Fund until Company has completed all construction or other work associated with such costs. Within fifteen (15) business days of the City’s receipt of each Certified Statement, the City shall certify to the Company the portion of the costs evidenced in the Certified Statement which has been approved by the City for reimbursement out of the TIF Fund pursuant to this Agreement.

The City shall use funds on deposit in the TIF Fund (i) first, to pay the lesser of (a) the approved Costs of the Public Infrastructure Improvements as shown in the Certified Statements, or (b) fifty percent (50%) of the funds at that time on deposit in the TIF Fund to or as directed by the Company on the date which is thirty (30) business days after each semi-annual date on which the County Auditor settles real property taxes with the City (each, a “Payment Date”) until the Costs have been paid in full, up to a maximum of One Million, Four Hundred Thousand and no/100 dollars (\$1,400,000.00), and (ii) second, for any lawful purpose identified by the City in the sole discretion of the City. The City shall submit an accounting or record of all amounts paid to Company out of the TIF Fund along with each payment to Company. All payments to the Company hereunder on each Payment Date must be made pursuant to written instructions provided by the Company.

Notwithstanding anything to the contrary in this Agreement, the City may pay to the Company, on any date, out of the TIF Fund or from any other lawful source, any amount which the City shall determine.

Notwithstanding any other provision of this Agreement, the City’s payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of

including, without limitation, (i) obtaining the determination required by R.C. Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by R.C. Chapter 4115. Notwithstanding anything to the contrary above, the Parties recognize and acknowledge that ODOT retains sole responsibility for satisfying the prevailing wage requirements of R.C. Chapter 4115 for the construction of all ODOT-constructed improvements.

Section 12. Estoppel Certificate. Within thirty (30) days after a request from Company or any Owner of a Parcel, the City will execute and deliver to that Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if that Company or Owner is in default, specifying same; and (iii) such other matters as that Company or Owner reasonably requests.

Section 13. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the Parties follow:

(a) To the Company at: Gleckler Homes LLC  
11465 County Road 16  
Wauseon, Ohio 43567  
Attention: Ben Gleckler  
Phone: (419) 388-7319

(b) To the City at: 230 Clinton Street  
Wauseon, Ohio 43567  
Attention: Mayor  
Phone: (419) 335-5041

With a copy to: Bricker Graydon Wyatt LLP  
100 South Third Street  
Columbus, Ohio 43215  
Attention: Jeffrey Harris  
Phone: (614) 227-4860

(iii) The Company files a petition for the appointment of a receiver or a trustee with respect to either of it or any of its property;

(iv) The Company makes a general assignment for the benefit of creditors;

(v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Company as debtor; or;

(vi) The Company files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment, or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, “**Force Majeure**” means any event that is not within the control of a Party or its affiliates, employees, contractors, subcontractors, or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Parties or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations).

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any Party, the defaulting Party will, upon written notice from the other(s), proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party will upon written notice from the other(s) commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting Party fails to cure any Event of Default pursuant to paragraph (b) of this Section, a Party may institute such proceedings against the defaulting Party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting Party, (ii) suspending or terminating the obligations of the non-defaulting Party under this Agreement, provided the aggrieved Party must provide thirty (30) days’ notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity, or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this

Section 23.    Legal Fees. The Company shall pay all costs and expenses incurred by legal counsel to the City in connection with this Agreement. Such payment shall be due within five (5) business days after complete execution and delivery of this Agreement.

[Signature Page Follows.]

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by Kathy Hunter, the Mayor of the City of Wauseon, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of Gleckler Homes LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by Benjamin J. Gleckler. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

**FISCAL OFFICER'S CERTIFICATE**

As fiscal officer for the City of Wauseon, Ohio, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2026) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The City has no obligation to make payments pursuant to this Agreement except from Service Payments and minimum service payments to be collected for deposit into the TIF Fund, which Service Payments and minimum service payments are in the process of collection. This certificate is given in compliance with R.C. 5705.41 *et seq.*

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Director of Finance  
City of Wauseon, Ohio

## EXHIBIT B

### Description of Public Infrastructure Improvements

All of the Public Infrastructure Improvements described below are hereby determined to be “**public infrastructure improvements**” (as defined in Division (A)(8) of R.C. Section 5709.40) and are intended to directly benefit the Project Site described in EXHIBIT A. The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of costs of permanent improvements described in Division (B) of R.C. 133.15, and incurred with respect to the Public Infrastructure Improvements, which said costs specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), and all other appurtenances thereto; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

**City of Wauseon  
\$1,400,000 Bond Example**

<b>Example</b>	<b>Level Payment</b>	<b>3 Yrs - Lower DS</b>	<b>5 Yrs - Lower DS</b>
TIC	3.90%	3.90%	3.90%
Average Debt Service	\$176,000	\$180,000	\$182,000
Total Interest	\$360,775	\$404,767	\$419,470
<b>Maturity</b>	<b>Principal</b>	<b>Interest</b>	<b>Debt Service</b>
12/1/27	\$176,480	\$76,480	\$81,480
12/1/28	\$176,285	\$105,185	\$109,990
12/1/29	\$176,410	\$153,235	\$132,845
12/1/30	\$176,340	\$210,335	\$154,725
12/1/31	\$176,075	\$210,056	\$175,630
12/1/32	\$175,615	\$209,543	\$232,560
12/1/33	\$175,960	\$209,796	\$233,072
12/1/34	\$176,071	\$209,776	\$233,272
12/1/35	\$175,948	\$210,483	\$233,160
12/1/36	\$175,591	\$209,878	\$232,736
<b>Total</b>	<b>\$1,760,775</b>	<b>\$1,804,767</b>	<b>\$1,819,470</b>

A failure of the City to insist upon strict compliance with the terms of the Agreement or to assert any right thereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense.

Any action, suit or proceeding in respect of or arising from or out of this Guaranty, its making, validity or performance, shall be prosecuted as to all parties at Wauseon, Fulton County, Ohio.

This obligation arises out of a commercial transaction and is not for personal, family, education, or household purposes.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty on and as of the day and year written below.

GUARANTOR

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

EXHIBIT F

Form of Written Requisition

No. \_\_\_\_

(For Cost of Work)

To: City of Wauseon, Ohio

Attention: \_\_\_\_\_, \_\_\_\_\_

**Re: Written Requisition for Costs of Development pursuant to the terms of the TIF Agreement dated \_\_\_\_\_, 2026 (the "Agreement"), by and between the City of Wauseon, Ohio, and Gleckler Homes LLC (the "Company").**

You are hereby requested to approve the amount of \$[\_\_\_\_\_] as Cost of the Development for the purposes set forth in **Item I** attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Company does hereby certify on behalf of the Company that:

- I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;
- The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Cost of the Development (as defined in the Agreement), and has not been the basis of any previous reimbursement request;
- The Company is in material compliance with all provisions and requirements of the Agreement and the Development Agreement;
- The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
- The Company has, or the appropriate parties on the Company's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Development or any part thereof which warranties have vested in the Company; and,

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____
Suspension	_____	_____

**ORDINANCE NO. 2026-5**

**AN ORDINANCE AMENDING SECTIONS 1110.01 AND 1131.032 OF  
THE CODIFIED ORDINANCES OF THE CITY OF WAUSEON;  
AND DECLARING AN EMERGENCY**

WHEREAS, Chapter 1131, M-2 General Industrial District, of the City’s Zoning Code does not provide for cell towers as a conditional use; and

WHEREAS, Council desires to include cell towers as a provisional use in a M-2 District under Chapter 1131 of the Zoning Code, subject to certain conditions and restrictions; and

WHEREAS, this Ordinance should be declared an emergency measure necessary for the immediate preservation of the health, safety, and public welfare of the City in order to facilitate further development within the City;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1.

That Section 1110.01 of the Codified Ordinances shall be amended to include the following additional definitions:

(20.1) “Cellular or Wireless Communications Support Structure.” Any building or structure, including equipment shelter and guy wire anchors, accessory to and necessary for the proper functioning of a cellular or wireless communications antenna or tower.

(116.1) “Tower.” Any freestanding structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes, but is not limited to, radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, monopoles, and alternative tower structures.

(122.1) “Wireless and Cellular Telecommunication Facilities.” Any cable, wires, lines, wave guides, support structure, antennas and any other equipment or facilities associated with transmission or reception of communications, as authorized by the Federal Communication Commission.

---

Shane Chamberlin, President  
of Council

Attest: \_\_\_\_\_  
Brandi Galbraith  
Clerk of Council

Approved as to Form:

---

Thomas A. McWatters III  
City Law Director

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____
Suspension	_____	_____

**ORDINANCE 2026-3**

**AN ORDINANCE TERMINATING CERTAIN SPECIAL ASSESSMENTS FOR IMPROVEMENTS MADE TO GLENWOOD AVENUE, WAGNER STREET, AND BANISTER STREET AND AUTHORIZING AND DIRECTING REIMBURSEMENT OF SPECIAL ASSESSMENT AMOUNTS TO APPLICABLE PROPERTY OWNERS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Wauseon, pursuant to Ordinance No. 2005-10, determined to proceed with the improvement of Glenwood Avenue from Linfoot Street to State Route 20A, also known as Airport Highway; Wagner Street from a point approximately 1,942.56 feet northerly of Linfoot Street from Glenwood Avenue to Shoop Avenue; and Banister Street, 1,584.59 feet southerly at State Route 20A from Glenwood Avenue to Shoop Avenue, by excavating, grading draining, paving and constructing curbs, storm sewers and sanitary sewers, installing and replacing water mains, and seeding and mulching, together with all necessary and related appurtenances thereto (the "Improvement"); and

**WHEREAS**, the City of Wauseon completed such Improvement in accordance with Ordinance No. 2005-10; and

**WHEREAS**, the City of Wauseon, by Resolution No. 2005-10, as amended by Resolution No. 2006-5, and with the concurrence of the owners of the lots and land upon which the Improvement was made, pursuant to a Petition dated January 12, 2005, as previously supplemented, assessed \$1,295,410.50 of the cost of the Improvement in proportion to the benefits likely to result from the Improvement upon the lots and lands of said owners identified therein (the "Parcels"); and

**WHEREAS**, the current owners of all or a portion of the Parcels have submitted a Request for Relief from Special Assessment, dated April 20, 2026 (attached as Exhibit A hereto), to this Council citing changed circumstances and reduced anticipation of full development of the Parcels and requesting: (i) relief from the special assessments levied upon each Parcel that has been collected or will be collected in the future under the Assessment Proceedings, so that special assessments on the Parcels are effectively cancelled, and (ii) that the City issue a reimbursement of all special assessments that have been collected pursuant the Petition and related special assessment

Adopted:

\_\_\_\_\_  
Kathy Huner, Mayor

\_\_\_\_\_  
Shane Chamberlin  
President of Council

Attest:

\_\_\_\_\_  
Brandi Galbraith  
Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Thomas A. McWatters III  
City Law Director

**EXHIBIT A**

**Request for Relief From Special Assessment**

EXHIBIT A

ACKNOWLEDGEMENT OF REIMBURSEMENT OF SPECIAL ASSESSMENT AND WAIVER OF CLAIMS

THIS ACKNOWLEDGEMENT OF REIMBURSEMENT OF SPECIAL ASSESSMENT AND WAIVER OF CLAIMS (the "Acknowledgement") is made by the undersigned (each a "Property Owner"), as the current title owner(s) and, if applicable, the previous title owner(s) of the parcel of real property identified below ("Parcel") as of the date of execution hereof. Capitalized terms herein, unless otherwise defined herein, have the meaning set forth in the Request for Relief from Special Assessment ("Request") dated \_\_\_\_\_, 2025, submitted to the City. The undersigned acknowledges receipt of a copy of the Request.

The Property Owner hereby acknowledges and agrees, on behalf of itself and its successors and assigns, as follows:

- 1. The undersigned is the current title owner of the Parcel identified herein and, if applicable, the previous title owner of the Parcel who bore the cost of the special assessment if not the current title owner.
2. Assessment Proceedings were conducted by the Council of the City as a result of the Petition for Improvements, and a special assessment in the amount identified below has been levied on the Parcel by the City, which amount has been paid by Property Owner(s) identified below as having paid all or a portion of the assessment.
3. In connection with the Request submitted to the City requesting reimbursement of the amounts of special assessments levied, City Council, in its sole discretion, enacted Ordinance No. \_\_\_\_\_ (the "Reimbursement Ordinance") providing for the reimbursement of such amounts, as set forth herein and in accordance with the attached Schedule of Payments, conditioned upon the execution of this Acknowledgement by the undersigned.
4. The Property Owner waives any and all damages or claims for damages of whatsoever kind, character or description resulting or arising from the Improvement, the making of the Improvement, including but not limited to any damages to real property, the Assessment Proceedings, including but not limited to any rights under Sections 727.18 through 727.22 and Section 727.43 of the Revised Code, the Reimbursement Ordinance and the reimbursement of the special assessments.

Parcel No(s): \_\_\_\_\_

Amount of Assessment Levied: \$ \_\_\_\_\_

Current Title Owner Name(s): \_\_\_\_\_

If applicable:

Previous Title Owner Name(s): \_\_\_\_\_

Amount of Assessment Paid: \$ \_\_\_\_\_

Amount of Assessment Paid: \$ \_\_\_\_\_

Signature of Current Title Owner \_\_\_\_\_

Signature of Previous Title Owner \_\_\_\_\_

Signature of Current Title Owner \_\_\_\_\_

Signature of Previous Title Owner \_\_\_\_\_

Address for mailing reimbursement: \_\_\_\_\_

Address for mailing reimbursement: \_\_\_\_\_

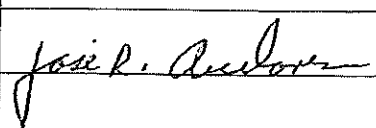
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Request for Relief from Special Assessment to be duly executed, all as of the date hereinbefore written.

Owner	Parcel No.	Assessment Paid for Parcel	Signatures
Jose R. Avelares	06-015396-00	-0-	
Odette M. Banister-Life Estate	06-015420-00	-0-	
Rodney P. Andrews-Remainderman			
Danielle L. Tedrow- Remainderman			
Wendy J. Mendezabal -Remainderman			
[Reserved - City of Wauseon]	06-015420-01	-0-	N/A
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015420-02	\$74,299.50	
Wauseon Senior Village LLC	06-015421.00	\$65,968.00	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015422-00	-0-	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015552-00	-0-	
Ridi Reio, LLC	06-015528-00	-0-	
Merrill E. Kane	06-015476-00	-0-	
Linda A. Lammon, Trustee, Larry G. Lammon and Linda A. Lammon Living Trust dated December 7, 2009	06-015461-00	-0-	
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015416-00	\$65,189.00	
CPC Women's Health Resource f/k/a Community Pregnancy Centers of Northwest Ohio	06-015416-01	\$5,776.00	
Nathan K. Faler Lanette C. Faler	06-015416-02	\$9,490.50	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015484-00	-0-	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015456-00	-0-	

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Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015552-00	-0-	
Ridi Reio, LLC	06-015528-00	-0-	
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Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015552-00	-0-	
Ridi Reio, LLC	06-015528-00	-0-	
Merrill E. Kane	06-015476-00	-0-	<i>Merrill Kane</i>
Linda A. Lammon, Trustee, Larry G. Lammon and Linda A. Lammon Living Trust dated December 7, 2009	06-015461-00	-0-	
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015416-00	\$65,189.00	
CPC Women's Health Resource f/k/a Community Pregnancy Centers of Northwest Ohio	06-015416-01	\$5,776.00	
Nathan K. Faler Lanette C. Faler	06-015416-02	\$9,490.50	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015484-00	-0-	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015456-00	-0-	

IN WITNESS WHEREOF, the undersigned have caused this Request for Relief from Special Assessment to be duly executed, all as of the date hereinbefore written.

Owner	Parcel No.	Assessment Paid for Parcel	Signatures
Jose R. Avelares	06-015396-00	-0-	
Odette M. Banister-Life Estate Rodney P. Andrews-Remainderman Danielle L. Tedrow- Remainderman Wendy J. Mendezabal -Remainderman	06-015420-00	-0-	
[Reserved - City of Wauseon]	06-015420-01	-0-	N/A
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015420-02	\$74,299.50	
Wauseon Senior Village LLC	06-015421.00	\$65,968.00	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015422-00	-0-	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015552-00	-0-	
Ridi Reio, LLC	06-015528-00	-0-	
Merrill E. Kane	06-015476-00	-0-	
Linda A. Lammon, Trustee, Larry G. Lammon and Linda A. Lammon Living Trust dated December 7, 2009	06-015461-00	-0-	
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015416-00	\$65,189.00	
CPC Women's Health Resource f/k/a Community Pregnancy Centers of Northwest Ohio	06-015416-01	\$5,776.00	<i>M. J. Faler</i>
Nathan K. Faler Lanette C. Faler	06-015416-02	\$9,490.50	<i>NATHAN FALER EXEC DIRECTOR</i>
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015484-00	-0-	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023	06-015456-00	-0-	

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Wauseon Senior Village LLC	06-015421.00	\$65,968.00	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015422-00	-0-	
Jane Banister, Trustee, Jane S. Banister Trust Agreement, Dated 1-10-17	06-015552-00	-0-	
Ridi Reio, LLC	06-015528-00	-0-	
Merrill E. Kane	06-015476-00	-0-	
Linda A. Lammon, Trustee, Larry G. Lammon and Linda A. Lammon Living Trust dated December 7, 2009	06-015461-00	-0-	
Wauseon House Company, LLC Tim Dennis, Suzanne Dennis, Members	06-015416-00	\$65,189.00	
CPC Women's Health Resource f/k/a Community Pregnancy Centers of Northwest Ohio	06-015416-01	\$5,776.00	
Nathan K. Faler Lanette C. Faler	06-015416-02	\$9,490.50	
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023 <i>James Wagner, Successor Trustee</i>	06-015484-00	-0-	<i>James A Wagner SUCCESSOR TRF</i>
Martha Wagner, Trustee, Martha Wagner Revocable Trust dated December 25, 2023 <i>James Wagner, Successor Trustee</i>	06-015456-00	-0-	<i>James A Wagner</i>

EXHIBIT B

SCHEDULE OF PAYMENTS

Parcel	Total	12/1/2025	12/1/2026	12/1/2027	12/1/2028	12/1/2029
06-015420-02	\$74,299.50	\$14,859.90	\$14,859.90	\$14,859.90	\$14,859.90	\$14,859.90
06-015421-00	\$65,968.00	\$13,193.60	\$13,193.60	\$13,193.60	\$13,193.60	\$13,193.60
06-015416-00	\$65,189.00	\$13,037.80	\$13,037.80	\$13,037.80	\$13,037.80	\$13,037.80
06-015416-01	\$5,776.00	\$ 1,155.20	\$ 1,155.20	\$ 1,155.20	\$ 1,155.20	\$ 1,155.20
06-015416-02	\$9,490.50	\$ 1,898.10	\$ 1,898.10	\$ 1,898.10	\$ 1,898.10	\$ 1,898.10

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____

**RESOLUTION 2026-12**

**A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO APPLY FOR AN OHIO DRINKING WATER REVOLVING LOAN ACCOUNT FOR DESIGN OF THE EMERGING CONTAMINANT TREATMENT PROJECT AT THE CITY OF WAUSEON'S WATER TREATMENT PLANT**

WHEREAS, the Ohio EPA has issued Findings and Orders pertaining to the City of Wauseon's Water Treatment Plan ("WTP"); and

WHEREAS, the Findings and Orders require the City to implement certain improvements at the WTP to address the potential for high levels of Total Trihalomethanes (TTHM) in its water system; and

WHEREAS, paragraph 11 of the Findings and Orders requires the City to submit a General Plan for compliance with permitted levels of TTHM; and

WHEREAS, the City has entered into a design contract with the engineering firm Arcadis to create the General Plan; and

WHEREAS, the City is in need of funding to help pay for the design contract; and

WHEREAS, the City desires that the Mayor or her designee apply for an Ohio Drinking Water Revolving Loan Account for the design of the emerging contaminant treatment project at the WTP;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1.

The Mayor or her designee is hereby authorized to apply for an Ohio Drinking Water Revolving Loan Account for the design of the emerging contaminant treatment project at the WTP.

Passed:

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Kathy Huner  
Mayor

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Shane L. Chamberlin  
President of Council

Attest:

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Brandi Galbraith  
Clerk of Council

Approved as to Form:

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Thomas A. McWatters III  
City Law Director