Mayor
Kathy Huner

City Council
Shane Chamberlin
Sarah Heising
Steve Schneider
Harold Stickley
Scott Stiriz
Brandon Tijerina

City of Wauseon
230 Clinton Street • Wauseon, Ohio 43567

Director of Law
Thomas A. McWatters III

Director of Finance
Jamie L. Giguere

Director of Public Service
Keith C. Torbet

Police Chief
Kevin Chittenden

Fire Chief
Richard Sluder

March 3, 2022

Wauseon City Council
230 Clinton Street
Wauseon, Ohio 43567

RE: Council Meeting of March 7, 2022

Dear Council Members:

At the outset of the meeting, Korin Baumgartner will be sworn in as the new Council Clerk.

We are not currently aware of anyone wishing to address Council.

There are no committee reports.

There will be a first reading (emergency) on Resolution 2022-3, which authorizes the Mayor to advertise for bids for the South Brunell Street reconstruction project, to accept the lowest and best bid, and to enter into a contract with the lowest and best bidder.

There will also be a first reading on Resolution 2022-4, which amends the Annual Appropriation Ordinance for Fiscal Year 2022, to transfer funds from the General Fund Income Tax account to the Capital account.

There will be a second reading on Resolution 2022-2, which authorizes the Mayor to enter into an agreement with Dillion Control Systems for engineering services.

There will be a third reading on Ordinance 2022-1 (emergency), which authorizes the creation of a Tax Incentive District in Arrowhead Subdivision pursuant to Ohio Revised Code Section 5709.40. Prior to this reading, a motion will be necessary to amend Ordinance 2022-1 to reflect revisions to the underlying TIF agreement, which is an exhibit to the Ordinance.

There will also be a third reading on Resolution 2022-1 (emergency), which authorizes the Mayor to enter into an agreement with the Attorney General of the State of Ohio for collection of delinquent City income taxes.

Phone 419-335-9022 • Office Fax 419-335-3866
www.cityofwauseon.com

In new business, the Mayor will present her annual report for 2021.

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
Korin Baumgartner, Clerk of Council
Jamie Giguere, Finance Director
The Blade

Mayor
Kathy Huner

City Council
Shane Chamberlin
Sarah Heising
Steve Schneider
Harold Stickley
Scott Stiriz
Brandon Tijerina

City of Wauseon
230 Clinton Street • Wauseon, Ohio 43567

Director of Law
Thomas A. McWatters III
Director of Finance
Jamie L. Giguere
Director of Public Service
Keith C. Torbet
Police Chief
Kevin Chittenden
Fire Chief
Rick Sluder

WAUSEON CITY COUNCIL AGENDA
March 7, 2022
5:00 pm

Order of Business

1. Call meeting to order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
   a) Councilor Chamberlin
   b) Councilor Heising
   c) Councilor Schneider
   d) Councilor Stickley
   e) Council President Stiriz
   f) Councilor Tijerina
5. Approval of prior meeting minutes:
   a) Council Meeting: February 21, 2022
   b) Special Council Meeting: February 21, 2022
   c) Committee of the Whole: March 3, 2022
   - Motion to approve the prior meeting minutes moved by _________ and seconded by __________.
     All in favor:
6. Oath of Office
7. Names of Individuals Wishing to Address Council and Topic
8. Department Head Reports
   a) Rick Sluder, Fire Chief
   b) Kevin Chittenden, Police Chief
   c) Keith Torbet, Director of Public Service
   d) Jamie Giguere, Director of Finance
   e) Thomas McWatters III, Law Director
9. Committee Reports
10. First Reading of Legislation or Emergency
    a) <u>Resolution 2022-3</u>: A Resolution Authorizing the Mayor to Advertise for Bids for the Reconstruction of South Brunell; Authorizing the Mayor to Accept the Lowest and Best Bid; and Authorizing the Mayor to Enter into Contract with the Lowest and Best Bidder; and Declaring an Emergency
    - Motion to place Resolution 2022-3 on emergency reading moved by _________ and seconded by __________

- Vote: ____ Yeas ____ Nays
- Motion to place Resolution 2022-3 on final reading and the final reading be passed moved by _______ and seconded by _______
- Vote: ____ Yeas ____ Nays

b) **Resolution 2022-4**: A Resolution to Amend Ordinance 2021-14 Annual Appropriation Ordinance by Authorizing the Director of Finance to Increase or Decrease Certain Line Account Appropriations within the Various Funds Listed within the Year of 2021

- Motion to place Resolution 2022-4 on final reading and the final reading be passed moved by _________ and seconded by __________
- Vote: ____ Yeas ____ Nays

11. Second Reading of Legislation or Emergency

a) **Resolution 2022-2:** A Resolution Authorizing the Mayor to Enter into an Agreement with Dillin Control Systems for Engineering Services

- Motion to place Resolution 2022-2 on second reading and the second reading be passed moved by _________ and seconded by __________
- Vote: ____ Yeas ____ Nays

12. Third Reading of Legislation or Emergency

a) Motion to amend Ordinance 2022-1 moved by ________ and seconded by _________

- Vote: ____ Yeas ____ Nays

b) **Ordinance 2022-1:** An Ordinance authorizing the Creation of the Seneca Drive Incentive District Within the City of Wauseon; 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; and Declaring an Emergency

- Motion to place Ordinance 2022-1 on emergency reading moved by _______ and seconded by _______
- Vote: ____ Yeas ____ Nays
- Motion to place Ordinance 2022-1 on final reading and the final reading be passed moved by _______ and seconded by _______
- Vote: ____ Yeas ____ Nays

c) **Resolution 2022-1:** A Resolution Authorizing the Mayor to Enter into an Agreement with the Ohio State Attorney General for Collection of Delinquent Taxes; and Declaring an Emergency

- Motion to place Resolution 2022-1 on emergency reading moved by _______ and seconded by _______
- Vote: ____ Yeas ____ Nays
- Motion to place Resolution 2022-1 on final reading and the final reading be passed moved by _______ and seconded by _______
- Vote: ____ Yeas ____ Nays

13. New Business

a) Mayor's annual report

14. Approval of the Bills

a) Motion to approve and pay the bills as presented moved by ____________ and seconded by ___________________.
- Vote: ____ Yeas ____ Nays

15. Adjournment
    a) Motion to adjourn moved by __________ and seconded by ___________.
    All in favor:

Korin Baumgartner
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, February 21, 2022

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

Roll was taken by the Clerk of Council. Present were Council President Stiriz, Councilors Heising, Schneider, Stickley, and Tijerina to constitute a quorum for the transaction of city business. Councilor Chamberlin had an excused absence.

MINUTES

Mayor Huner asked for a motion to approve the prior meeting minutes. Councilor Stickley moved and seconded by Councilor Tijerina to approve the minutes as printed.
All in favor: *Motion Passed Unanimously*

FIRST READING OF LEGISLATION OR EMERGENCY

Ordinance 2022-2: An Ordinance Providing for the Issuance and Sale of Bonds in the Maximum Principal Amount of $575,000 to Pay Costs of Extending Seneca Drive by Constructing, Reconstructing, Resurfacing, Paving, Grading, Draining and Making other Improvements and, in Connection Therewith, Constructing and Reconstructing, as Necessary, Curbs, Gutters, Sidewalks, Concrete Aprons, Storm Sewers and Related Drainage Facilities, and Replacing or Adding Lighting and Traffic Signals, Together With All Necessary Related Improvements And Appurtenances Thereto, All As Designated in the Plans Approved or to be Approved by Council, and Declaring an Emergency

Motion to place Ordinance 2022-2 on emergency reading moved by Councilor Stickley and seconded by Councilor Heising.

Vote: 5 Yeas 0 Nays *Motion Carries*

Motion to place Ordinance 2022-2 on final reading and the final reading be passed moved by Council President Stiriz and seconded by Councilor Schneider.

Vote: 5 Yeas 0 Nays *Motion Carries*

Resolution 2022-2: A Resolution Authorizing the Mayor to Enter into an Agreement with Dillin Control Systems for Engineering Services

Motion to place Resolution 2022-2 on first reading and the first reading be passed moved by Councilor Stickley and seconded by Councilor Schneider.

Vote: 5 Yeas 0 Nays *Motion Carries*

SECOND READING OF LEGISLATION OR EMERGENCY

Motion to amend Ordinance 2022-1 moved by Councilor Stickley and seconded by Councilor Tijerina.

Vote: 5 Yeas 0 Nays *Motion Carries*

Ordinance 2022-1: An Ordinance authorizing the Creation of the Seneca Drive Incentive District Within the City of Wauseon; 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

Motion to place Ordinance 2022-1 on second reading and the second reading be passed moved by Councilor Heising and seconded by Councilor Stickley.

Vote: 5 Yeas 0 Nays *Motion Carries*

Resolution 2022-1: A Resolution Authorizing the Mayor to Enter into an Agreement with the Ohio State Attorney General for Collection of Delinquent Taxes

Motion to place Resolution 2022-1 on second reading and the second reading be passed moved by Councilor Heising and seconded by Councilor Stickley.

Vote: 5 Yeas 0 Nays *Motion Carries*

THIRD READING OF LEGISLATION OR EMERGENCY

There was no legislation presented for third reading.

NEW BUSINESS

Motion to Excuse Harold Stickley from all Meetings that are to occur between February 25, 2022, through March 9, 2022, moved by Councilor Schneider and seconded by Council President Stiriz.

Vote: 4 Yeas 0 Nays 1 Abstain (Councilor Stickley) *Motion Carries*

APPROVAL OF THE BILLS

Motion to approve and pay the bills as presented moved by Councilor Schneider and seconded by Councilor Tijerina.
Vote: 5 Yeas 0 Nays *Motion Carries*

ADJOURNMENT

There being no further business, Councilor Stickley moved and seconded by Councilor Tijerina to adjourn this meeting at 5:17 p.m.
All in favor: *Motion Passed Unanimously*

__________________________________ ______________________________________

Brooke Baumgartner, Clerk of Council **Scott Stiriz, President of Council**

WAUSEON CITY COUNCIL
SPECIAL COUNCIL MEETING
Monday, February 21, 2022

Mayor Huner called this meeting of the Wauseon City Council to order at 5:31 p.m. in Council Chambers.

ROLL CALL

Roll was taken by the Clerk of Council. Present were Council President Stiriz, Councilors Heising, Schneider, Stickley, and Tijerina to constitute a quorum for the transaction of city business. Councilor Chamberlin had an excused absence.

EXECUTIVE SESSION

Motion to enter into Executive Session for the purpose of considering employment of a public employee or official moved by Councilor Tijerina and seconded by Councilor Heising.

Vote: 5 Yeas 0 Nays *Motion Carries*

Council exited Executive Session at 8:20 p.m.

Motion to offer the Clerk of Council position to Korin Baumgartner moved by Council President Stiriz and seconded by Councilor Tijerina.

Vote: 5 Yeas 0 Nays *Motion Carries*

There being no further business, Councilor Tijerina moved and seconded by Councilor Stickley to adjourn this meeting at 8:25 p.m.

All in favor: *Motion Passed Unanimously*

___________________________________ _______________________________________

Brooke Baumgartner, Clerk of Council **Scott Stiriz, President of Council**

WAUSEON CITY COUNCIL
COMMITTEE OF THE WHOLE
THURSDAY, MARCH 3, 2022

Council President Stiriz called this meeting to order at 7:30 a.m. in Council Chambers. Present were Councilors Stiriz, Schneider, Tijerina, and Heising. Also present were Chief Chittenden, Keith Torbet, Assistant Chief Kessler. Councilor Stickley had an excused absence.

Council President Stiriz gave a summary of topics discussed at the Staff meeting. There was general discussion about the topics discussed at the Staff Meeting.

Council President Stiriz shared that there are two pieces of legislation for first reading or emergency:

<u>Resolution 2022-3:</u> A Resolution Authorizing the Mayor to Advertise for Bids for the Reconstruction of South Brunell; Authorizing the Mayor to Accept the Lowest and Best Bid; and Authorizing the Mayor to Enter into Contract with the Lowest and Best Bidder; and Declaring an Emergency

<u>Resolution 2022-4:</u> Budget amendment

He said there is one piece of legislation for second reading or emergency:

<u>Resolution 2022-2:</u> A Resolution Authorizing the Mayor to Enter into an Agreement with Dillin Control Systems for Engineering Services

He said there are also three pieces of legislation for third reading or emergency:

They discussed that there will need to be a Motion in Place to Amend Ordinance 2022-1.

<u>Ordinance 2022-1:</u> An Ordinance authorizing the Creation of the Seneca Drive Incentive District Within the City of Wauseon; 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; and Declaring an Emergency

<u>Resolution 2022-1:</u> A Resolution Authorizing the Mayor to Enter into an Agreement with the Ohio State Attorney General for Collection of Delinquent Taxes; and Declaring an Emergency

There being no further business, this meeting adjourned at 7:50 a.m.

____________________________________ ____________________________________

Korin Baumgartner Clerk of Council **Scott Stiriz, President of Council**

	Yes	No
Emergency	______	______
First Reading	______	______
Second Reading	______	______
Third Reading	______	______

RESOLUTION 2022-3

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE RECONSTRUCTON OF SOUTH BRUNELL STREET; AUTHORIZING THE MAYOR TO ACCEPT THE LOWEST AND BEST BID; AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wauseon is desirous of maintaining its water, sanitary, and storm sewer lines, and its street surfaces, in good repair for public use; and

WHEREAS, it is necessary to reconstruct the water, sanitary, and storm sewer lines on South Brunell Street running from the railroad tracks south to West Leggett Street, and to resurface this portion of South Brunell Street.

WHEREAS, certain monies have been properly budgeted and appropriated for this purpose; and

WHEREAS, the Mayor should be authorized to accept the lowest and best bid within the budgetary constraints set for said purpose; and

WHEREAS, the specifications for the South Brunell Street reconstruction project are currently on file in the office of the Clerk of Council; and

WHEREAS, this Resolution should be declared an emergency measure necessary for the immediate preservation of the health, safety, and public welfare of the City because the infrastructure under South Brunell Street in the specified area is in need of immediate reconstruction and work on the project must begin as quickly as possible;

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

Section 1.

That the Mayor be, and hereby is, authorized to advertise for bids pursuant to Ohio Law and the Codified Ordinances of the City of Wauseon, Ohio, for the South Brunell Street reconstruction project pursuant to the plans and specifications on file in the office of the Clerk of Council.

<u>Section 2.</u>

Upon compliance with the State of Ohio and the Codified Ordinances of the City of Wauseon, the Mayor is hereby authorized to accept the lowest and best bid in the amount budgeted for this purpose.

<u>Section 3.</u>

That the Mayor is further authorized to execute any and all documents necessary therefore.

<u>Section 4</u>.

That this Resolution be, and hereby is, declared to be an emergency measure, necessary for the immediate preservation of health, safety, and public welfare of the citizens of the City of Wauseon, and shall be in full force and effect from and immediately after its passage.

Passed:

____
Kathy Huner, Mayor

____
Scott Stiriz, President of Council

Attest:_________________________
Korin Baumgartner
Clerk of Council

Approved as to Form:

____
Thomas A. McWatters III
City Law Director

<u>RESOLUTION 2022-4</u>

A RESOLUTION TO AMEND ORDINANCE 2021-14 ANNUAL APPROPRIATION ORDINANCE BY AUTHORIZING THE DIRECTOR OF FINANCE TO INCREASE OR DECREASE CERTAIN LINE ACCOUNT APPROPRIATIONS WITHIN THE VARIOUS FUNDS LISTED WITHIN THE YEAR OF 2021.

<u>SECTION 1.</u> BE IT RESOLVED by the Council of the City of Wauseon, Ohio that to provide for the current expenses and other expenditures of said City of Wauseon during the fiscal year ending December 31, 2022, the following line item accounts are authorized to be increased and/or decreased as indicated and set aside and appropriated as follows:

<u>SECTION 2.</u> That Section 1 be amended to read as increased and/or decreased as follows:

GENERAL FUND			INCREASED	DECREASED
Reimbursements - General	Transfer Out	101.998.52710	772,600.00	
Unappropriated General				772,600.00
Total General			772,600.00	772,600.00

<u>SECTION 3.</u> AND the City Finance Director is hereby authorized to draw his warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, approved by officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except the persons employed by authority of and in accordance with law or ordinance.

<u>SECTION 4.</u> THIS Resolution shall be in full force immediately upon passage of Council and approved by the Mayor.

Passed:

ATTEST:

Kathy Huner, Mayor

Korin Baumgartner
Clerk of Council

Scott Stiriz
President of Council

Approved as to Form:

City Law Director

I, Korin Baumgartner, Clerk of Council for the City of Wauseon, do hereby certify that this is a true and accurate copy of Resolution 2022-4 passed on __________

Korin Baumgartner
Clerk of Council

	Yes	No
Emergency		
First Reading	5	0
Second Reading		
Third Reading		
Suspension		

RESOLUTION 2022-2

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DILLIN CONTROL SYSTEMS, CORP. FOR ENGINEERING SERVICES

WHEREAS, the City of Wauseon has previously issued a request for statement of qualifications pursuant to R.C. 153.66 et. seq.; and

WHEREAS, the City has reviewed the statement of qualifications and evaluated the statement of qualifications provided to the City by various engineering firms; and

WHEREAS, Dillin Control Systems, Corp. ("DCS") has been found to be a professional design and engineering service firm that is highly qualified; and

WHEREAS, DCS has supplied an Agreement for Professional Services for the City of Wauseon; and

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

Section 1.
That the Mayor is hereby authorized to enter into an Agreement for Professional Services with Dillion Control Systems, Corp. pursuant to the proposal on file in the office of Clerk of Council.

Section 2.
That the Mayor is authorized to execute any and all documents necessary to carry out the intent of this resolution.

Passed:

Kathy Huner, Mayor

Scott Stiriz
President of Council

Attest: ________________________
Brooke Baumgartner
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 2022-1

AN ORDINANCE AUTHORIZING THE CREATION OF THE SENECA DRIVE 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; AND DECLARING AN EMERGENCY.

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 **<u>EXHIBIT A</u>** attached hereto and incorporated herein by reference (the "**Property**") is located in the City, with each parcel of the Property referred to herein as a "**Parcel**" (whether as presently appearing on Fulton County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and,

WHEREAS, Gleckler Homes LLC or its designee (the "**Developer**") proposes to develop the Property by constructing approximately 19 single family residential units, together with related site improvements (the "**Development**"), which Development places additional demand on the Public Infrastructure Improvements, defined below; and,

WHEREAS, pursuant to Division (C) of R.C. 5709.40, this Council desires to create an incentive district of the Parcels comprising the Development (the "**Seneca Drive Incentive District**"); and,

WHEREAS, as required by Division (A)(5)(f) of R.C. 5709.40, the City Engineer has certified to this Council that (i) the Seneca Drive Incentive District is less than 300 acres in size, (ii) the Seneca Drive Incentive District is enclosed by a continuous boundary, and (iii) the existing public infrastructure is inadequate to meet the residential, commercial, or industrial development needs of the Seneca Drive Incentive District, as evidenced by the City's written economic development plan, which is on file with the Clerk of the Council; and,

WHEREAS, pursuant to Division (C)(4) of R.C. 5709.40, this Council has determined to grant the TIF Exemption (as defined herein) from real estate taxation for all Improvements to the Property within the Seneca Drive Incentive District for seventy-five percent (75%) of such Improvements for ten (10) years; and,

WHEREAS, this Council (i) has determined that it is necessary and appropriate and in the best interests of the City to provide for annual service payments in lieu of real property taxes with respect to the Property pursuant to R.C. 5709.42 and (ii) desires to facilitate the construction of the public infrastructure improvements described in **<u>EXHIBIT B</u>** attached hereto and incorporated herein by reference (the "**Public Infrastructure Improvements**"); and,

WHEREAS, in connection with the construction of the Development, the City and the Developer desire to execute a tax increment financing agreement substantially in the form attached hereto and incorporated herein as **<u>EXHIBIT C</u>** (the "**TIF Agreement**"), which TIF Agreement provides for the construction of the Development and for the financing of the Public Infrastructure Improvements, as defined herein and in the TIF Agreement; and,

WHEREAS, as authorized by R.C. 5709.91 and as provided in the TIF Agreement, the City intends to require the owner or owners of each Parcel to make minimum service payments on or before the final dates for payment of real property taxes, in the minimum amounts set forth in the TIF Agreement; and,

WHEREAS, notice of this proposed ordinance has been delivered to the Boards of Education of the Wauseon Exempted Village School District ("**Wauseon EVSD**") and the Four County Career Center ("**Four County**," and together with Wauseon EVSD, the "**School Districts**") in accordance with and within the time period prescribed in R.C. 5709.83; and, WHEREAS, this Council acknowledges that this ordinance is being adopted after a duly conducted public hearing, with prior notice, via first class mail, of such public hearing provided not later than thirty (30) days to every real property owner whose property is located in the boundaries of the Seneca Drive 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 all the Parcels (i.e., 100% of the Property) located within the Seneca Drive 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 Seneca Drive Incentive District, and (iii) requesting that this Council proceed with the enactment of this ordinance; 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 because the City is in substantial need of new single family homes in the City and the Developer desires to begin work on the project immediately.

NOW, THEREFORE, BE IT ORDAINED 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 Seneca Drive Incentive District, which consists of the Parcels 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 Seneca Drive Incentive District shall commence with the first day of the tax year following the effective date of this ordinance and for which an Improvement on any Parcel in the Seneca Drive Incentive District would have first appeared on the tax list and duplicate of real and public utility property were it not for the exemption granted by this ordinance (the "**Commencement Date**"), and in all cases, the Seneca Drive Incentive District and the TIF Exemption shall end with respect to all Property in the Seneca Drive 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 Seneca Drive 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 "**Property Tax Rollback Payments**," and together with the annual service payments in lieu of taxes and penalties and interest described above, the "**Service Payments**"), will be allocated and distributed in accordance with Section 5 of this ordinance.

Section 4. Minimum Service Payment Obligation. As authorized by R.C. 5709.91 and as provided in the TIF Agreement, in order to ensure sufficient funds to finance the Public Infrastructure Improvements during the period when the TIF Exemption is in effect for each Parcel, the Company is hereby required to make, and shall make, minimum service payments with respect to the Improvements on each such Parcel to or as directed by the City on or before the dates for such payments as provided in the TIF Agreement. Each minimum service payment is to be in the amounts specified in the TIF Agreement and memorialized in a written instrument recorded on each Parcel.

Section 5. Creation of TIF Fund. This Council hereby establishes, pursuant to and in accordance with the provisions of R.C. 5709.43, the Seneca Drive Municipal Public Improvement Tax Increment Equivalent Fund (the "**TIF Fund**"), into which shall be deposited (i) all of the Service Payments distributed to the City with respect to the Improvements to Parcels of the Property by or on behalf of the County Treasurer, as provided in R.C. 5709.42, and (ii) any minimum service payments actually received by the City. The City may use amounts deposited into the TIF Fund to pay any costs associated with the Public Infrastructure Improvements approved by the City, including, but not limited to, the "**costs of permanent improvements**" described in Division (B) of R.C. 133.15. The TIF Fund will be maintained in the custody of the City and will exist so long as such Service Payments and minimum service payments are collected and used for the purposes described in this Section 5. Then the TIF Fund is to be dissolved and any surplus funds remaining in the TIF Fund will be transferred to the City's general fund, all as set forth under Division (D) of R.C. Section 5709.43.

Section 6. Distribution of Funds. At the same time and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments to the City to be deposited in the TIF Fund, and the City shall then distribute the Service Payments as follows:

FIRST, unless so distributed by the County Treasurer or the County Auditor of Fulton County, Ohio (the "**County Auditor**"), to compensate each appropriate taxing authority, in an amount equal to the amount of taxes each such authority would have received had this ordinance not been adopted, as to renewal levies with an increase, replacement levies, or additional levies, as appropriate, all as are described under Division (F) of R.C. 5709.40; and,

SECOND, to be deposited into the TIF Fund and then distributed according to the terms and conditions of the TIF Agreement.

The City shall then distribute Service Payments on deposit in the TIF Fund to pay or reimburse the City and/or the Developer, respectively, for the costs of Public Infrastructure Improvements constructed by the City and/or the Developer, respectively, according to the terms and conditions of the TIF Agreement. The Service Payments are hereby directed one hundred percent (100%) to general public infrastructure improvements, as they comprise the Public Infrastructure Improvements set forth herein. The TIF Fund is to remain in existence so long as such 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 Seneca Drive 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.

Section 14. Emergency. That this Ordinance be, and hereby is, declared to be an emergency measure, necessary for the immediate preservation of health, safety, and public welfare of the citizens of the City of Wauseon, and shall be in full force and effect from and immediately after its passage.

Passed:

____
Kathy Huner, Mayor

____
Scott Stiriz, President of Council

Attest: ________________________
Korin Baumgartner
Clerk of Council

Approved as to form:

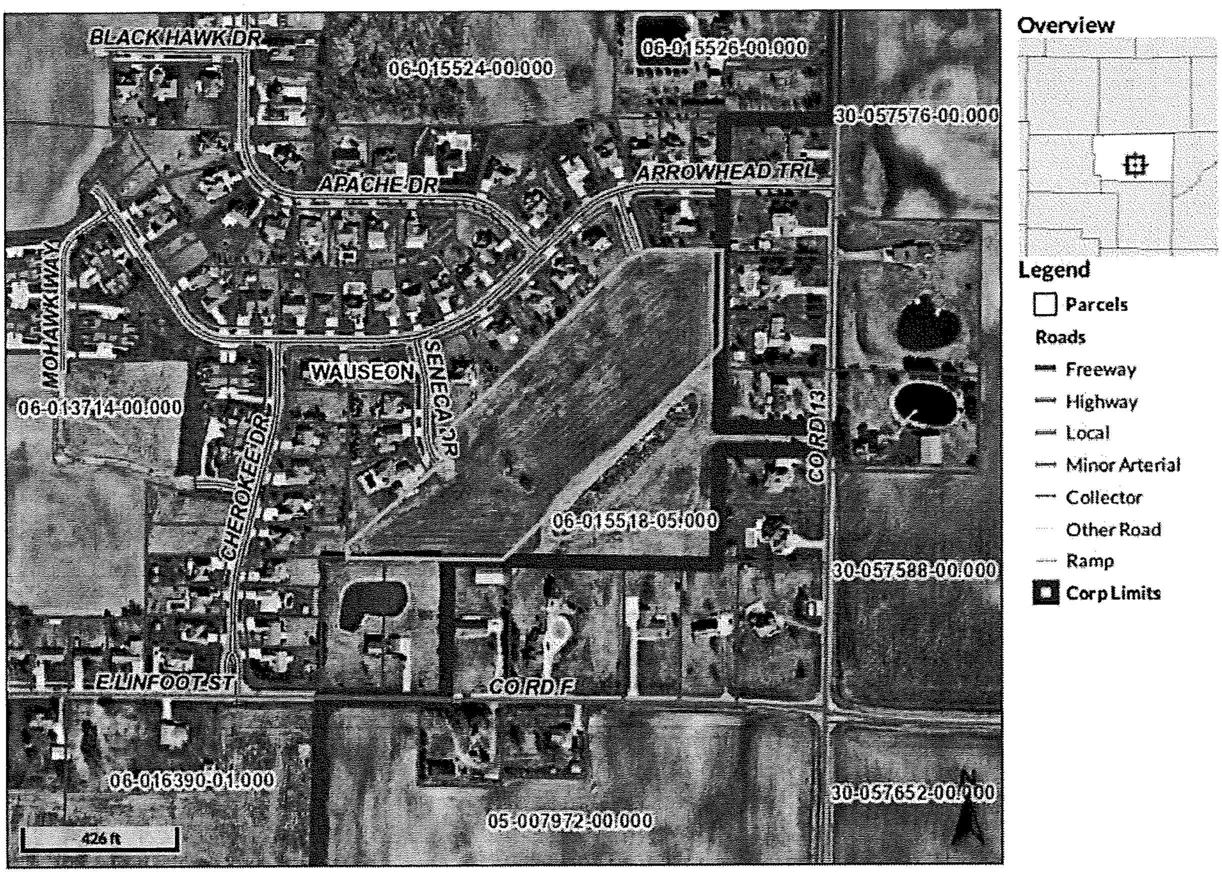
____
Thomas A. McWatters III
City Law Director

EXHIBIT A

Project Site Description

The Project Site is the real estate situated in the City of Wauseon, County of Fulton, State of Ohio consisting of Parcel Number[s] 06-015518-00.000 (including any subsequent combinations and/or subdivisions of such current Parcel Number), as identified in the records of the County Auditor.

For ease of reference, the following map of the Project Site and adjoining property is provided:



The Project Site is characterized by the following legal description:

[TO BE INSERTED]

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.

TAX INCREMENT FINANCING AGREEMENT

THIS TAX INCREMENT FINANCING AGREEMENT (this "**Agreement**") is made and entered into as of this 17th day of February, 2022 (the "**Effective Date**"), by and among the **CITY OF WAUSEON, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "**City**"), **GLECKLER HOMES LLC**, an Ohio limited liability company (the "**Company**"), **BENJAMIN J. GLECKLER**, and **NICOLE M. GLECKLER**, each of which may be referred to herein each as a "**Party**" or collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Company has or have acquired or will acquire certain real property located within the jurisdiction of the City, consisting of 8.02 +/- acres known on the Effective Date as Parcel Number[s] 06-015518-00.000, as more fully described in **EXHIBIT A**, attached hereto and incorporated herein (the "**Project Site**"), with each parcel of real property within the Project Site referred to herein as a "**Parcel**" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates), and as identified in the records of the Office of the Auditor of Fulton County, Ohio (the "**County Auditor**"); and,

WHEREAS, in order to successfully develop the Parcels, it is necessary for the Company to construct or to cause to be constructed certain public infrastructure improvements as described in **EXHIBIT B** attached hereto (the "**Public Infrastructure Improvements**"), that which the Parties agree as made, to be made, or in the process of being made benefit or serve, or, once made, will benefit or serve the Project Site; and,

WHEREAS, the Company proposes to construct on all or a portion of the Project Site approximately 19 single family residential units, together with related site improvements (collectively, the "**Project**"); and,

WHEREAS, the City Council of the City ("**Council**"), by its Ordinance No. 2022-1, adopted on March 7, 2022 (the "**TIF Ordinance**"), has declared that seventy-five percent (**75%**) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (each such increase hereinafter referred to as an "**Improvement**," as further defined in Division (A)(4) of Ohio Revised Code Section ("**R.C.**") 5709.40 and the TIF Ordinance) is a public purpose and is exempt from taxation for a period commencing with the first day of the tax year following the effective date of the TIF Ordinance and for which an Improvement on any Parcel comprising the Project Site would have first appeared on the tax list and duplicate of real and public utility property were it not for the exemption granted by the TIF Ordinance 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 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 and the TIF Ordinance (the "**TIF Exemptions**"); and,

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to provide for the Company, as the owner of each Parcel, and/or all other current 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 premises 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 with the first day of the tax year following the effective date of the TIF Ordinance and for which an Improvement on any Parcel comprising the Project Site would have first appeared on the tax list and duplicate of real and public utility property were it not for the exemption granted by the TIF Ordinance 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 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 Statutes, and the TIF Ordinance enacted pursuant thereto. Further, each Owner is to provide in any future deed conveying the Project Site or any part of the Project Site that the covenants and agreements provided in this Agreement are covenants running with the land.

(c) The City and each Owner shall perform such acts as are reasonably necessary or appropriate to effect, claim, preserve and maintain the TIF Exemptions including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments and Minimum Service Payments.

(a) Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Any late payments will bear penalties and interest at the then-current rate established under R.C. 323.121 and R.C. 5703.47 or any successor provisions thereto, as the same may be amended from time-to-time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under R.C. 319.302, R.C. 321.24, R.C. 323.152 and R.C. 323.156, or any successor provisions thereto, as the same may be amended from time-to-time, with respect to each parcel of the Project Site, with such payments referred to herein as the "**Property Tax Rollback Payments**") if it were not exempt from taxation pursuant to the TIF Exemptions, including any penalties and interest. The City, Company, and each Owner acknowledge and agree that a City public improvement tax increment equivalent fund is or will be created (the "**TIF Fund**"), into which the City will deposit all applicable Service Payments and Property Tax Rollback Payments made with respect to the Improvements to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner's ownership of all or any portion of the Project Site and only with respect to the portion of the Project Site owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, the City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed. The Parties acknowledge that the provisions of R.C. 5709.91, which specify that the Service Payments are to be treated in the same manner as taxes for all purposes of the lien described in R.C. 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, apply to this Agreement.

Except with respect to the agreed-upon Minimum Service Payments described in Subsection (b) of this Section 2, no Owner shall, under any circumstances, be required to pay both real property taxes with respect to any portion of an Improvement and Service Payments for any tax year with respect to that same portion of an Improvement, whether pursuant to R.C. 5709.42, the TIF Ordinance, this Agreement or any other applicable law.

(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 to authorize any acceleration of Service Payments or Minimum Service Payments due in future years.

Section 3. Establishment of a TIF Fund by the City; Distribution of Funds. The City has established or will establish the TIF Fund as a deposit fund to be held in the custody of the City for the sole purpose of receiving the Service Payments and minimum service payments made from the Company or any Owner to the County Treasurer and thereafter payable to the City. Upon distribution of the Service Payments to the City (after compensation amounts have been paid to the School Districts and certain taxing authorities as set forth in Section 5 of this Agreement or otherwise required by law), those Service Payments are to be deposited to the TIF Fund. Minimum service payments also are to be deposited into the TIF Fund. Amounts on deposit in the TIF Fund shall be used by the City, in part, to reimburse the [City and/or the] Company[, respectively,] for costs of the Public Infrastructure Improvements in the manner and amounts described and permitted herein, or for any other lawful purpose as permitted herein.

With regards to any bonds or notes or other loans that the City secures or obtains in order to finance the Public Infrastructure Improvements with upfront proceeds therefrom, which constitute Costs, as defined below, the City may make direct reimbursements from time-to-time as requested by the Company in accordance with this Agreement.

Section 4. Exemption Applications, Maintenance and Notice. In accordance with R.C. 5715.27 and R.C. 5709.911, the Company or the City, at the Company's request, shall file or cause to be filed an application prepared by the Company for an exemption from real property taxation (DTE Form 24 or its successor form) with the County Auditor for the Improvements. The Company and the City agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement.

Section 5. Automatic Compensation to Appropriate Taxing Authorities. As provided in the TIF Ordinance or as otherwise required by law, prior to the deposit of any Service Payments into the TIF Fund, the County Treasurer is to pay each appropriate taxing authority, in an amount equal to the amount of taxes each such authority would have received had the TIF Exemptions not been granted, as to renewal levies with an increase, replacement levies, or additional levies, as appropriate, as are described under Division (F) of R.C. 5709.40.

Section 6. Reimbursements to [City and/or] Company from TIF Fund. The City shall use the Service Payments in the TIF Fund, in part, to reimburse the City and/or the Company, respectively, for the costs of constructing or providing financial assistance for the Public Infrastructure Improvements (with the costs collectively referred to herein as the "**Costs**"). The Costs include but are not necessarily limited to: (i) cash paid for Public Infrastructure Improvements, including, but not limited to those as described in the Plans and Specifications attached hereto as **EXHIBIT E**; (ii) yearly debt service on any bonds or notes or other loans that the City and/or the Company secured or obtained in order to finance the Public Infrastructure Improvements, (iii) interest on cash paid by the City and/or the Company other than cash proceeds of such bonds or notes or other loans that the City and/or the Company secured or obtained in order to finance the Public Infrastructure Improvements, at the interest rate per annum equal to the lesser of (A) the current rate determined 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 five-hundred thousand dollars ($500,000.00), 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 five-hundred thousand dollars ($500,000.00).

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 five-hundred thousand dollars ($500,000.00), 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 the laws and the Constitution of the State of Ohio, and the Company has no right to have taxes or excises levied by the City, the State of Ohio, or any other political subdivision thereof for the payment of the Costs.

Section 7. Ohio Department of Transportation Fees. The Company hereby agrees to pay all administrative fees charged by the Ohio Department of Transportation ("**ODOT**") with respect to the Public Infrastructure Improvements.

Section 8. Representations of the Parties. The Company hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The City hereby represents that the TIF Ordinance was passed by the Council on January 17, 2022 and remains in full force and effect, that this Agreement was authorized by the same, and that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The City further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemptions, the percentage of the TIF Exemptions, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the City's obligations under this Agreement.

Section 9. Provision of Information. The Company, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Division (I) of R.C. 5709.40 to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 10. Nondiscriminatory Hiring Policy. The Company, as Owner, agrees for itself and each successive Owner to comply with the City's nondiscriminatory hiring policy adopted pursuant to R.C. 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The City will provide a copy of that policy and any updates to that policy to the Company and each Owner. In furtherance of that policy, the Company agrees for itself and each successive owner that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 11. Prevailing Wage. The Parties acknowledge and agree that the construction of Public Infrastructure Improvements owned or to be owned by the City or another "**public authority**" (as defined in Division (A) of R.C. 4115.03) are subject to the prevailing wage requirements of R.C. Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must be determined in accordance with the requirements of R.C. Chapter

4115. The Parties have or will comply, and the Company has or will require compliance by all the Company's contractors working on any Public Infrastructure Improvements owned or to be owned by the City or another public authority, with all applicable requirements of R.C. Chapter 4115, 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 & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
Attention: Jeffry Harris

Phone: (614) 227-4860

Section 14. Successors; Assignment; Amendments; City Consents. This Agreement will be binding upon the Parties and their successors and assigns. Each Owner's obligations under this Agreement that are identified as obligations of the Owner (rather than obligations of the Company), including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the City. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement.

The Parties may only assign this Agreement with the consent of all Parties, which consent shall not be unreasonably withheld; provided, however, the Company may, without the consent of the City, assign its rights and obligations under this Agreement to any entity controlling, controlled by, or under common control with the Company and (i) in which the Company has at least fifty percent (50%) direct or indirect ownership; (ii) that has at least fifty percent (50%) direct or indirect ownership of the Company; or (iii) that shares at least fifty percent (50%) direct or indirect common ownership with the Company. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity. This Agreement may only be amended by written instrument executed by all Parties. Any consent of the City to be given under this Agreement may be given by the City Manager and must be given in writing.

Section 15. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation, or agreement of any present or future member, officer, agent, or employee of any of the City in their individual capacity, and neither the members of the Council nor any City official executing this Agreement, will be liable personally by reason of the covenants, stipulations, obligations, or agreements contained in this Agreement.

Section 16. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "**Event of Default**" under this Agreement:

(i) The Parties fail to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Parties may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other or others of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) The Parties make a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(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 Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable.

Section 18. Separate Counterparts; Captions. This Agreement may be executed by the Parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and do not affect the construction of this Agreement.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes prior agreements and understandings between the Parties.

Section 20. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its employees, contractors, subcontractors and agents, the Company, its employees, contractors, subcontractors and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Fulton, State of Ohio.

Section 21. Additional Documents. The Parties and their respective successors, assigns, and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 22. Recordation. No later than fifteen (15) days following the execution of this Agreement by each of the Parties, the Company will cause this Agreement, or a memorandum of this Agreement summarizing its terms and conditions, to be recorded in the Fulton County, Ohio real property records on each Parcel of the Property. During the term of this Agreement, each Owner will cause all instruments of conveyance of interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any Owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, or assign.

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.]

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

CITY OF WAUSEON, OHIO

By:____________________________________
Its: Mayor

By Ordinance No. [____] passed [_______]

Verified and Certified:

____
Finance Director

Approved as to Form:

____
City Attorney

GLECKLER HOMES LLC
an Ohio limited liability company

By:____________________________________

Name:__________________________________

Its:____________________________________

BENJAMIN J. GLECKLER

____

NICOLE M. GLECKLER

____

STATE OF ________,

COUNTY OF ___________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of __________, 202[__], 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 _______, 202[__], 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 _______, 202[__], 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

STATE OF ________,

COUNTY OF ___________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _______, 202[__], by Nicole M. 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

This instrument prepared by:

Jeffry Harris, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
Phone: (614) 227-4860

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 2022) 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: ___________, 202[__]

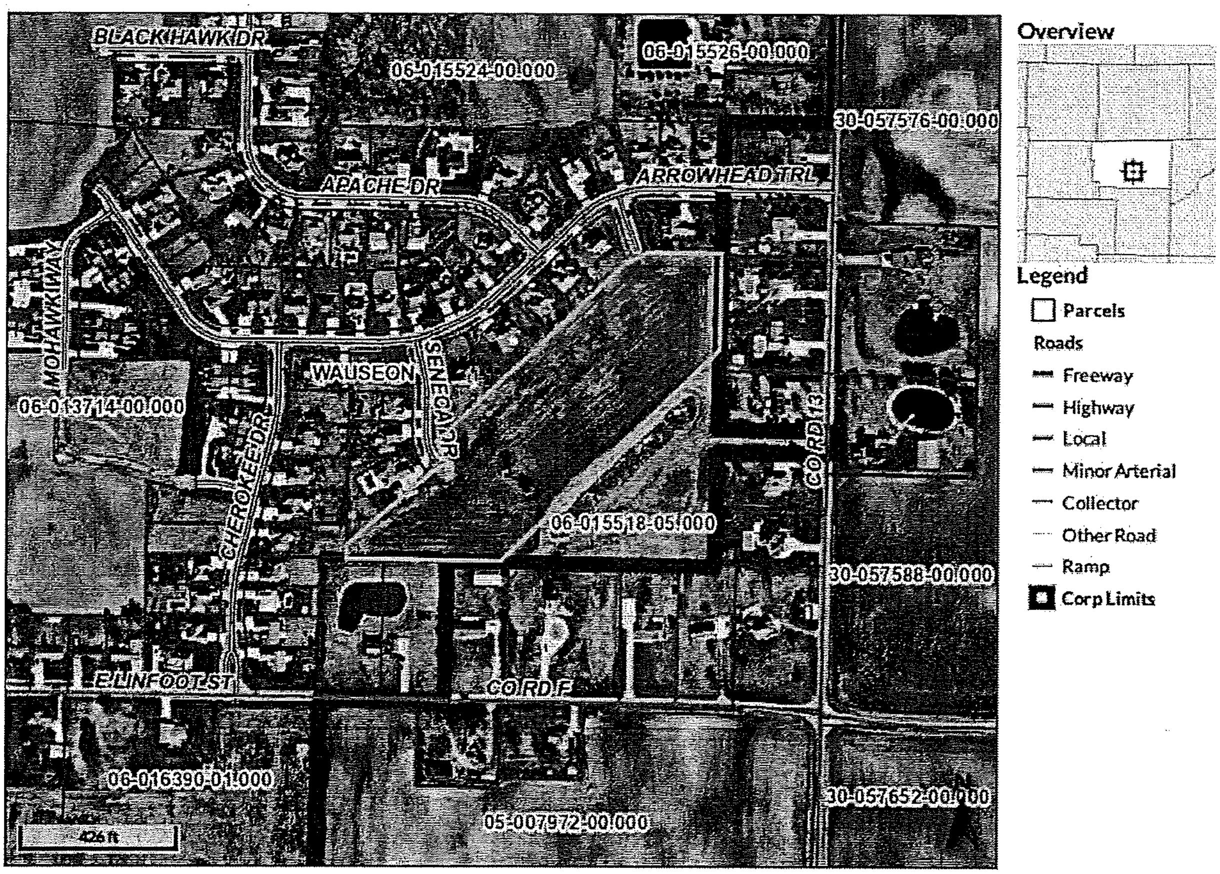
____
Director of Finance
City of Wauseon, Ohio

EXHIBIT A

Project Site Description

The Project Site is the real estate situated in the City of Wauseon, County of Fulton, State of Ohio consisting of Parcel Number[s] 06-015518-00.000 (including any subsequent combinations and/or subdivisions of such current Parcel Number), as identified in the records of the County Auditor.

For ease of reference, the following map of the Project Site and adjoining property is provided:



The Project Site is characterized by the following legal description:

[TO BE INSERTED]

<u>EXHIBIT B</u>

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 **<u>EXHIBIT A</u>**. 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.

EXHIBIT C

Preliminary

City of Wauseon

2021 New Placement - 012422 GO INTERNAL RATE

$547,000

SINGLE PURPOSE

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2022	-	-	7,689.91	7,689.91
12/01/2023	16,000.00	2.100%	11,487.00	27,487.00
12/01/2024	27,000.00	2.100%	11,151.00	38,151.00
12/01/2025	43,000.00	2.100%	10,584.00	53,584.00
12/01/2026	62,000.00	2.100%	9,681.00	71,681.00
12/01/2027	63,000.00	2.100%	8,379.00	71,379.00
12/01/2028	64,000.00	2.100%	7,056.00	71,056.00
12/01/2029	66,000.00	2.100%	5,712.00	71,712.00
12/01/2030	67,000.00	2.100%	4,326.00	71,326.00
12/01/2031	69,000.00	2.100%	2,919.00	71,919.00
12/01/2032	70,000.00	2.100%	1,470.00	71,470.00
Total	$547,000.00	-	$80,454.91	$627,454.91

Yield Statistics

Bond Year Dollars	$3,831.19
Average Life	7.004 Years
Average Coupon	2.1000000%
Net Interest Cost (NIC)	2.1000000%
True Interest Cost (TIC)	2.1001906%
Bond Yield for Arbitrage Purposes	2.1001906%
All Inclusive Cost (AIC)	2.8329562%

IRS Form 8038

Net Interest Cost	2.1000000%
Weighted Average Maturity	7.004 Years

2021 New Placement - 0124 | SINGLE PURPOSE | 1/24/2022 | 6:40 PM

EXHIBIT D

GUARANTY

IN CONSIDERATION of ________________________ and 00/100 Dollars ($XXX,XXX.00) and other valuable consideration received, ______________, an individual residing in the State of Ohio, with an address of ______________________, Wauseon, OH 43567 (the "**Guarantor**"), in order to induce the City of Wauseon (the "**City**") to enter into a certain Tax Increment Financing Agreement of even date herewith (the "**Agreement**") executed by the Guarantor and delivered to the City in accordance with Ordinance No. 202[__]-[____] adopted on [____________________, 202[__], under which said Agreement the City agrees to advance monies or reimburse eligible expenses in connection thereto, does hereby guarantee to the City the Minimum Service Payments to be made pursuant to that Agreement, as and when the same shall be due and payable thereunder in accordance with its terms, and whether the same be declared due as set forth in the Agreement or by virtue of a default thereunder, together with all other obligations or liabilities due or to become due the City from the Guarantor, along with all attorneys' fees, costs, and expenses incurred by the City in enforcing this Guaranty.

The undersigned agrees that this Guaranty is and shall be a continuing guaranty and all obligations and liabilities to the City to which it applies or may apply under the terms hereof shall be, without further notice, conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in obligations under the Agreement and (b) modifications, additions, or extensions thereto or extensions of time to perform any of the obligations thereunder. The Guarantor waives notice of any such changes, modifications, additions, extensions or default under the Agreement.

This is a guaranty of payment and not of collection and constitutes the primary obligation of the Guarantor. The Guarantor hereby waives any right to require that an action be brought against any other person prior to action against the Guarantor. The provisions of this Guaranty shall be binding on the Guarantor, his or her successors and assigns and shall inure to the benefit of the City and the City's administrator, representatives, successors and assigns.

Furthermore, the Guarantor waives any defense to his or her obligation hereunder based on (i) any release, discharge, modification, impairment or limitation of the liability arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of federal or state court, for the adjustment of debtor-creditor relationships (an "**Insolvency Proceeding**") and (ii) any rejection or disaffirmance of the obligations to the City, or any part of it, or any security held for it, in an Insolvency Proceeding.

To the extent any provision contained herein is unenforceable or invalid, the enforceability or validity of any other provisions contained herein shall not be affected, and the remaining provisions of this Guaranty shall remain in effect.

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__ _______________________________

<u>EXHIBIT E</u>

Plans and Specifications

[See Attached.]

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 ____________ __, 2021 (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,

- The Company certifies that (i) there is not any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Development for which reimbursement is requested pursuant to this Written Requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this____day of__________________, 202[__].

By:____

Printed:____________________________________

Title:

ITEM I

Requisition No.______ for the Development

Pay to____________________

Amount $__________

For Account of:

Account Number:

Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Company for the Costs of the Development:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
1.			
2.			

	Yes	No
Emergency		
First Reading	6	0
Second Reading	5	0
Third Reading		
Suspension		

RESOLUTION 2022-1

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO STATE ATTORNEY GENERAL FOR COLLECTION OF DELINQUENT INCOME TAXES; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 191 of the Codified Ordinances of the City of Wauseon, the City imposes a City-wide income tax for the purpose of general municipal operations, equipment, police and fire protection services, capital improvements, and operation, maintenance, and improvement of the City; and

WHEREAS, the City desires to enter into an agreement with the Ohio State Attorney General's office to assist in the collection of delinquent City income taxes; and

WHEREAS, the Mayor should be authorized to enter into an agreement with the Ohio State Attorney General's office for the collection of delinquent City income taxes; and

WHEREAS, a copy of the agreement with the Ohio State Attorney General's office is on file in the office of the Clerk of Council: and

WHEREAS, this Resolution should be declared an emergency measure necessary for the immediate preservation of the health, safety, and public welfare of the City, and to ensure that the office of the Ohio Attorney General has sufficient time to collect unpaid taxes during the federal and state filing periods;

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

<u>Section 1.</u>
The Mayor is hereby authorized to enter into an agreement with the office of the Oho State Attorney General for the collection of delinquent City income taxes, a copy of which is on file win the office of the Clerk of Council.

<u>Section 2.</u>
The Mayor or her designee is further authorized to execute any and all documents necessary to effectuate the intention of Council pursuant to the Resolution.

<u>Section 3</u>.

That this Resolution be, and hereby is, declared to be an emergency measure, necessary for the immediate preservation of health, safety, and public welfare of the citizens of the City of Wauseon, and shall be in full force and effect from and immediately after its passage.

Passed:

____
Kathy Huner, Mayor

____
Scott Stiriz, President
of Council

Attest:________________________
Korin Baumgartner
Clerk of Council

Approved as to Form:

____
Thomas A. McWatters III
City Law Director

2021 YEAR END REPORT

Kathy Huner, Mayor

PRESIDENT OF COUNCIL
Scott Stiriz

COUNCIL MEMBERS
Shane Chamberlin
Sarah Heising
Steve Schneider
Harold Stickley
Brandon Tijerina

Jamie Giguere, Director of Finance
Rick Sluder, Fire Chief
Kevin Chittenden, Police Chief
Keith Torbet, Director of Public Service
Thomas A. McWatters III, City Law Director

The year 2021 was significant as The City of Wauseon was able to lift many Covid-19 restrictions and procedures. It was amazing to see the City slowly return pre-covid times. It was also a year with many goodbyes. We lost a long time Council Member and Council President on June 12, 2021, Jeff Stiriz. We also said goodbye to long time Council Member and Mayor on December 23, 2021, Curt Fauver. Our condolences are with those who were affected by the loss of these wonderful individuals. Finally, we had to say goodbye to Trudi Mahnke, who turned in her resignation in 2021, after working for the City of Wauseon for thirty-two years. She went on to retire on February 28, 2022. We wish her luck in her future endeavors.

The Wauseon Police Department handled 11,896 service calls. Domestic Violence calls were down 32% compared to 2020. Michael Oehlers was appointed as the new School Resource Officer. He also took over and saw the return of the Christmas for Kids in Fulton County program where Fulton County First Responders were able to meet and go shopping for Christmas gifts with local youth.

The Finance Department reported the City's financial position at the end of the year is $868,829 more than the beginning of the year. The increase is due in part to the increase in income tax revenue and the remainder is due to the Local Fiscal

Recovery Funds received. The Finance Department received the Auditor of State Award for their clean audit reports.

The Zoning Department issued 84 zoning permits during 2021. There were 81 Maintenance Code Violations/Complaints received and handled.

The Wauseon Fire Department coordinated with the City Administration, as well as County and Township officials to establish a second EMS/Fire Station at the Fulton County airport. They responded to 1,730 calls for emergency service in 2021.

The Law Department assisted the Revolving Loan Fund Committee with review of a loan package for a RLF loan for a small business in town. They worked with the Fulton County Economic Development Corporation, its legal counsel, and the administration in putting together the City's first residential TIF project.

The Public Service Department had many improvements within the City including an extension on the snack shack at the pool, a rebuild of the bridge in Homecoming park, repaving of South Shoop Avenue, and the replacement of several ADA sidewalk ramps.

I would like to thank City Council, Department Heads, and all City employees for their professionalism, dedication, and hard work during the year 2021.

Sincerely yours,

Kathy Huner

Kathy Huner, Mayor