

Minutes of the Urbana Board of Trustees Meeting
held Monday, April 21, 2025

The Board of Urbana Township Trustees met on this date with Trustee Roger Koerner, Trustee Blair Stinson, and Trustee Matt Harrigan present.

Present:

Buddy Ballard

Rich Ebert, City of Urbana

Kevin Talebi, Prosecuting Attorney

Jane Napier, Asst. Prosecuting Attorney

Kerry Brugger, City of Urbana

Mr. Stinson moved to amend the last two meeting minutes (February and March) to include the written responses from public comments and questions. Mr. Koerner seconded the request.

Roll call was as follows: Mr. Stinson, yes; Mr. Koerner, yes; Mr. Harrigan, yes.

The March 17, 2025, Meeting Minutes and Financial Status Reports were reviewed and accepted with no additions or corrections. Mr. Stinson moved, seconded by Mr. Koerner to approve the March 17, 2025 meeting minutes and current Financial Status Reports.

Roll call was as follows: Mr. Stinson, yes; Mr. Koerner, yes; Mr. Harrigan, yes.

Visitors

Mr. Harrigan – discussed how the meeting will proceed.

Mr. Brugger – we are finishing up the 3rd year of the fire contract. In the contract it was to be extended for an additional year by April 30, 2025. The law director drafted a one page amendment.

We have already signed it. Later this year, there has to be some discussions on a) how we continue; b) if we continue. The last discussions were in 2018 about the townships coming together.

Mr. Stinson – we would like to walk that path again.

Mr. Brugger – Urbana is going to be fine. We have to decide if we want to stay in the townships, like we are now. Mutual aid, more calls, staffing is already a problem.

Mr. Stinson – we would like to invite you back.

Mr. Brugger – when we started that discussion, we asked Max Coates if he would be the facilitator so it didn't look like Urbana was trying to run this. The fire district would elect a board, and they would determine who the chief is. I think there has to be some conversation.

Mr. Stinson – I will reach out. Union may not be interested, but I know Goshen is.

Mr. Koerner – I think they are closer now.

Mr. Stinson – it has to happen. Whether they like it or not.

I will move that we extend the fire and EMS fire contract through 2026 with the City of Urbana.

Mr. Koerner seconded the request.

Roll call was as follows: Mr. Stinson, yes; Mr. Koerner, yes; Mr. Harrigan, yes.

Mr. Harrigan – Mr. Talebi.

Mr. Talebi – I don't know if you knew this but there is going to be an election. I wanted to come by and talk to all the trustees. Jane is the face of my office. We look at every contract and I sign off on every contract. I actually enjoy it more than you might realize. Whether it is road work, contracts, fence lines. I love it because you solve community problems. Most think of the prosecutor as the one who handles criminal prosecutions, and that is what the public sees.

I moved to Champaign County 27 years. My 3 kids were born and raised here and the last one graduates this year.

When I learned in December Judge Weithman was stepping down, I decided to run for the position. I started in 1998 as an Asst. Prosecutor. I spent 10 years in the private sector. When Prosecutor Selvaggio decided to run for Judge, I leapt at the opportunity. The last 12 years has seen some trying times. 6 homicide cases, 3 att. Homicides, a school shooting. I am proud of our record. I feel I have handled things well. I value the support I have gotten from the community as Prosecutor, and I feel I am ready as judge.

I live within my budget, I am a team player. Many have asked me about Greg. I have nothing bad to say about Greg Harvey. He is a nice young man and a nice family. Greg has a future. The existing judges are aging out. I am 54. Greg is 37. I am very well seasoned. We only have four judges in this county. I really think it is important to put someone in there who has the work ethic, but I don't just go in there with work experience, I go in with life experience. And I hope you will consider supporting me May 6.

Mr. Stinson – I can't tell you how valuable she is to us (Ms. Napier). She has always been open to what we complain about and say. Thank you for having that little office down there.

Mr. Talebi - Early on, I decided to move Jane down there. I talked to the commissioners about putting Jane down to the community center, to make her more accessible. The reason I am so proud of my record is because I have good people whose shoulders I am standing on. Really the day to day and what makes the wheels of this community turn is what goes on a daily basis. We have Old Souls Farms and a solar farm cases in the townships now.

Regardless of what happens on May 6th, don't be hesitant to reach out to me. You also have me as a resource as well. People forget we are the counties law firm.

Mr. Talebi – if you haven't heard we are doing different things on zoning. We are doing some training on zoning. Some of the feedback I have gotten back is the Municipal Court hasn't been attentive in dealing with Zoning needs. Most recently, Mad River Township I have talked to. We are pursuing a nuisance claim against one property owner. It is going to cost the township some funds to clean up the property. The Auditor has the property assessed at \$451,000. It will probably cost between \$10-\$15 thousand. You will also hear about a process to get rid of junk cars on property.

Mr. Koerner – we appreciate you coming. I can't say any more good about Jane.

Mr. Stinson – going back to the cars, we have been dealing with this for the last couple of weeks.

Mr. Talebi – pick your top three problems and try to identify clearly what the problem is. Identify the address, name of the owner, and identify the specific issue. Have you zoning officer send us an email. We can come back to you.

Ms. Napier – About Dunlavy's property on Edgewood. We are going to get a default judgment on May 6th along with others. Once we file that foreclosure, we don't want you to come in and clean it and add to an assessment. It does affect whether it gets sold at Sheriff's Sale or Auditor Sale. We hope that a new person is going to come in and clean it up. We have a number of hearings that date.

I am thinking we are looking at a sale date at the end of June on that property. We usually need about 6 weeks to get those through. We already have another sale date. We try to do those in the spring and summer so we get those done.

For tax sales, you can't be delinquent on your taxes if you are going to be buying. If someone is going to be bidding, they have to be up to date on their taxes.

That subject property is not of significant value.

Mr. Stinson – am I allowed to share this information?

Ms. Napier – yes it is public record.

Mr. Koerner – we thought there was going to be a lot of people here tonight as well.

Ms. Perry brought up the enterprise zone agreement for VanCrest.

Mr. Stinson – Resolution 2025-003-W. Mr. Stinson moved to terminate the enterprise zone agreement for VanCrest. Mr. Koerner seconded the request. Roll call was as follows: Mr. Stinson, yes; Mr. Koerner, yes; Mr. Harrigan, yes. (see attached)

Road and Maintenance Report

Mr. Harrigan – We did some pothole repairs, some equipment maintenance to the mowers (blades, fuel filters). A tree and gravel removal on Jadora.

Mr. Stinson - Oakview.

Mr. Harrigan - thank you.

Mr. Stinson - we did them both.

Mr. Harrigan - there was a bunch of gravel built up. Cold mix application on North Dugan Road. Richard did some mowing and clean up out at the cemetery. We also did litter removal on many of the roads. Notable items, for snow plows, one had a bad spring. We didn't notice it until very close to the end of the snow season. So we replaced those springs and then we notice some cracks in the large truck. Blair helped weld those cracks back together.

Mr. Stinson - we went through approximately 6 plus tons of cold mix for pothole fixing and fixing the berm. That was just on Dugan. So we will still need at least another 4 ton to finish the other places on Adell Drive, County Line and Cedar Creek to name a few. We still have South Dugan to do the berm still. The roads got hit hard this year.

Zoning and Cemetery Report

Mr. Stinson - Sean had 10 zoning permits, homes, decks, fences, lot splits. One funeral this month on March 8th.

Website and email report

Mr. Harrigan – not a lot of update on the website. 11 views of the videos. Email reports, we had 3 or 4 of them, residents asking to fix potholes on Dugan Road, which we did do that with our cold mix, We had some Briarwood issues with a blow hole and a residents yard that wasn't draining properly to the drain and then gravel built up on the end of the driveway. Then recently, another gravel complaint at Briarwood again.

Update on that we got a hold of the county engineer and they realized they never brushed it off after the chip and seal and it cured. The plan is for them to get to that this week.

Old Business

Mr. Harrigan - we approved the purchase of a blade for the large tractor to help pull the berm back on the road from John Deere. We ordered that blade and hope it will be here soon.

Ms. Perry - I got approval on the indigent burial that I submitted, but I haven't gotten the check. I did send out all of the zoning letters.

Mr. Harrigan - this is the OTA?

Ms. Perry - no it's the state. They added it back in the budget. I haven't gotten the money but I got an email saying we were approved. \$850.00

I sent the zoning letters regarding zoning requirements. I left a copy on Sean's desk and mailed all of the others out.

New Business

Mr. Stinson – we have had a couple of phone calls. We have a drain tile issue in Briarwood. They are not connected. Beau Ward and myself went down and met with the two individual families about getting into their yard.

Mr. Harrigan – for those that don't know, a blow out is a whole volcano comes out in their yard.

Mr. Stinson – a tile gets a hole in it and sucks all of the topsoil so they are left with a major hole. We need to fix both of those on Briarwood and one on Ward Manor. That one is in the right of way and not the yard. Beau and I went down to meet with these homeowners so that they would know.

The last thing that I have is we need to update our cemetery board in at the public announcement board at Grandview. Matt has been waiting, but we need to update our prices. I have been talking to Colin Vernon. Our Saturday and holiday prices are way under what they should be.

Mr. Harrigan – these are burial rates.

Mr. Stinson – yes, burial rates. Actually it's the opening and closing. Currently our Saturday prices are \$950. I have been running this by and looking at other prices. For Saturday prices, with the funeral between 9:00 A.M. - 12:00 P.M. from \$950 to \$1,250. From 1:00 P.M. to 4:00 P.M., that afternoon is increased \$1,500. Now it is only one price. We are basically waiting around all Saturday. We have to recapture some of our expense. Sunday, I am proposing we go from 9:00 - 12:00 \$1,500 and 1:00 - 4:00 \$1,750. They have got to have the closing finished by 4:00 P.M. Collin said there are many cemeteries that don't even offer weekend burials. We have that option. I would still like to extend that option to them.

Mr. Stinson moved to keep our burial prices Monday thru Friday at \$650.00.

Ms. Perry - what are we paying Beau?

Mr. Stinson - Beau is probably increasing his prices so this is going to help with that. If Beau makes an adjustment we need to have some room.

So the motion is to have burial prices Monday thru Friday at \$650.00, Saturday – 9 A.M. to 12:00 P.M. - \$1,250, 1:00 P.M. - 4:00 P.M. - \$1,500, and closings must be done by 4:00 P.M. Sunday and holidays – 9:00 A.M. - 12:00 P.M. - \$1,500, and 1:00 P.M. to 4:00 P.M. - \$1,750 Must be completed by 4:00.

That will cover the increase for excavation, and the employees appearing.

Mr. Harrigan – and wear and tear on our equipment.

Mr. Koerner – I will second that request.

Mr. Harrigan – that is advantageous to do that Monday – Friday.

Mr. Stinson – That is what Collin shared about the funeral home. It is additional money for Saturday and Sunday. It is hard to find people to work.

Mr. Harrigan - you said it was originally \$950?

Mr. Stinson - sorry that is \$300. Sean did approve these prices by the way.

Mr. Harrigan – my time here we haven't had any Sundays or holidays.

Mr. Stinson - we have had a lot of Saturdays.

Mr. Koerner - I think it is fair.

Mr. Stinson - Collin said we are the cheapest ones.

Roll call was as follows: Mr. Harrigan, yes; Mr. Koerner, yes; Mr. Stinson, yes.

Mr. Stinson - One thing I forgot to say is we are going to keep cremations the same price, \$325 and \$425 and \$750 on Sundays for internment, because I basically go out and dig the hole. I don't need any additional help. The foundation we have already adopted. That is all that I have for new business.

Mr. Harrigan – sign information. Some of this has been because of our road sign efforts.

Mr. Stinson - what kind of signs?

Mr. Harrigan - road signs. We do have some in our inventory to replace. Like a stop ahead sign on North Dugan Road between 36 and 29. An exhaust somehow melted that. We do have some we want to update. Deer Run in Tecumseh Woods, sign is extremely faded, faces south. Boggles Run. No outlet sign was removed by a car. Stop sign and no outlet. We want to replace that the new signs with basically what the city is doing and combining those.

Edinger Road, we have a wavy sign. It has been damaged for years. The cost on those is \$350.00, using a sign company that has been used by the County Engineers Office so our signage will be consistent with theirs as well. It does have to carry a township number on it. I did get a spreadsheet from the Engineers Office with all of our numbers if you need a reference.

Ms. Perry - I submitted our final ARP (American Rescue Plan) report. I am awaiting approval so I can close that out.

Mr. Koerner – I am going to move that we approve all of the bills and authorize Sandi to disburse the checks. Mr. Stinson seconded the request.

Roll call was as follows: Mr. Harrigan, yes; Mr. Koerner, yes; Mr. Stinson, yes.

The following bills were presented for payment:

Check No.	Date	Payee	Total Amount
	04/21/2025	US Treasury	\$1,621.97
	04/21/2025	CT Communications	\$141.83
	04/21/2025	Ohio Dept of Taxation	\$145.84
	04/21/2025	City of Urbana	\$100.19
	04/21/2025	Auditor of State	\$876.00
	04/21/2025	Pioneer Rural Electric	\$137.21
20739	04/21/2025	Set N' Stone	\$240.00
20740	04/21/2025	Roger Koerner	\$425.00
20741	04/21/2025	Matthew Harrigan	\$425.00
20755	04/21/2025	Blair Stinson	\$425.00
20756	04/21/2025	Sandi Perry	\$233.09
20757	04/21/2025	Heritage Cooperative	\$265.62
20758	04/21/2025	Cintas	\$280.69
20759	04/21/2025	Clayton Tire	\$15.00
20760	04/21/2025	Williams Hardware	\$46.22
20761	04/21/2025	Champaign County Twp Assn	\$500.00
20762	04/21/2025	Roberts Refuse	\$118.50
20763	04/21/2025	Lantz Sales	\$64.87
20764	04/21/2025	Richard McCain	\$25.00
20765	04/21/2025	Sean Tullis	\$25.00
20766	04/21/2025	Urbana Truck & Trailer	\$497.27
20767	04/21/2025	People's Savings Bank	\$404.25
20768	04/21/2025	Sandra Perry	\$1,273.58
20769	04/21/2025	Matthew Harrigan	\$900.75
20770	04/21/2025	Roger Koerner	\$760.05
20771	04/21/2025	Richard McCain	\$1,662.27
20772	04/21/2025	Blair Stinson	\$862.42

20773	04/21/2025	Sean Tullis	\$878.07
20774	04/21/2025	OPERS	\$2,153.35
Total			\$15,505.04

Announcements

Mr. Harrigan –the next meeting is Monday, May 19, 2025 at 5:00 P.M. I have a calendar on the website so you can look at all of the dates at once.

Public Comment

Mr. Harrigan - we have your name but what is your address?

Mr. Ballard – 2005 Oakview Drive. Wanted to share with you the activity you guys did in the cul-de-sacs on Oakview and Jadora, I have spoke with 3 residents not including myself. Mr. Marshall reached out and talked to me about it, Mrs. Shafer, both of them have properties adjoining to the work you did, as well as Betty Hine, who lives across from me. Everybody is tickled to death with what you are doing. They are very happy and it is going to create a situation where trucks can get through now. I have been there 29 years this July and there have been numerous times where they come up to drop off shingles, whatever and the trucks have gotten off of the road and into yards.

Mr. Stinson - that's a good thing so thank you.

Mr. Harrigan – that was always a dream of Blair's to do that; it is more efficient for everyone.


Mr. Ballard – at least on my street where the tree was, for years, there was a debate on who owned it.


Mr. Harrigan – who mowed it?

Mr. Ballard - for years Ron Shafer mowed it. Then after he died, I took over mowing it. I went through and cleared the bottom of that tree and then you guys came and cleaned it up even more. Until 4-5 years ago it was all the way down to the ground, and as I was mowing it, it became more and more difficult. It is always good that the residents of that area are happy with what the township is doing.

Mr. Harrigan - thanked Mr. Ballard for the positive feedback.

Mr. Stinson moved to adjourn the meeting. Mr. Koerner seconded. Roll call was as follows: Mr. Stinson, yes; Mr. Koerner, yes; Mr. Harrigan, yes.





Matt Harrigan, President

Sandi Perry, Fiscal Officer



4-21-25 Zoning

1. Zoning permit (#25-003) Barry Moore out building at 3380 Adell Rd.
2. Zoning permit (#25-004) Stefan Christian home addition at 1435 St. Rt. 55.
3. Zoning permit (#25-005) Gregory Dallas new 10'x22'home addition at 1512 Children Home Rd.
4. Zoning permit (#25-006) Matt Melvin 3040 sq ft new house at 1311 Short Cut rd. .
5. Zoning permit (#25-007) Alyssa Souder new 600 square foot deck at 880 Hickory Grove Rd.
6. Zoning permit (#25-008) Luke Hiltibran new 584 square foot deck at 1419 Short Cut Rd.
7. Zoning permit (#25-009) Austin Garza new 432'x8' privacy fence at 3415 Middle Urbana Rd.
8. Zoning permit (#25-010) Terrain Properties 3 x lot splits (1.627 ac, 1.627 ac, 6.188 ac) Middle Urbana and Knight Rd.
9. Zoning permit (#25-011) Terrain Properties 1x lot split (6.196 ac) Middle Urbana and Knight Rd.
10. Zoning permit (#25-012) Amberly Cayten new 16'x36' inground pool at 5577 Prairie Rd .

4-21-25 Cemetery

1. Casket burial Fern Ropp (P# 174, GS# 3) in a vault on March 2025.
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ADDENDUM
BY AND BETWEEN THE CITY OF URBANA, OHIO AND THE URBANA TOWNSHIP TRUSTEES

This Addendum is made to the Urbana Fire/EMS District Service Agreement with Urbana Township, executed December 5, 2022, by mutual agreement of the parties, and as follows:

1. Additional Term: said Service Agreement between the City of Urbana, Ohio and the Urbana Township Trustees, shall extend to December 31, 2026.

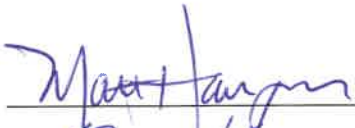


All other terms and conditions remain unchanged and in effect. This Addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement executed December 5, 2022, as if fully rewritten therein.

This Addendum was executed on April 21, 2025.


City of Urbana, Ohio

By: 
Kerry Brugger
Director of Administration

**Urbana Township Trustees
Champaign County, Ohio**

By: 



Approved as to form:


Mark M. Feinstein, Esq.
City of Urbana Law Director


Kevin Talabi
Champaign County Prosecutor



Question from March 17th Township Meeting

From Urbana Township <trustees@urbanatownship.com>

Date Wed 3/19/2025 9:15 AM

To dan.evilsizor@gmail.com <dan.evilsizor@gmail.com>

Hello Mr. Evilsizor,

Replying to your question in the meeting that I did not have the answer at that time.

When you don't have or delay your responses to township residents or taxpayers questions, wouldn't you think it would be appropriate and pertinent to post your responses on your website.

I will make a motion to amend the minutes to include written responses.

Thank you

If you have any further questions, please let us know.

Matt Harrigan

Fw: Question from March 17th Township Meeting

From: Urbana Township (trustees@urbanatownship.com)

To: urbanatownshipfiscal@yahoo.com

Date: Sunday, May 18, 2025 at 07:13 PM EDT

Matt Harrigan

Township Trustee

From: Urbana Township <trustees@urbanatownship.com>

Sent: Wednesday, March 19, 2025 9:15 AM

To: dan.evilsizor@gmail.com <dan.evilsizor@gmail.com>

Subject: Question from March 17th Township Meeting

Hello Mr. Evilsizor,

Replying to your question in the meeting that I did not have the answer at that time.

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If you have any further questions, please let us know.

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Fw: Questions - reply from Monday Feb 17th Meeting

From: Urbana Township (trustees@urbanatownship.com)

To: urbanatownshipfiscal@yahoo.com

Date: Sunday, May 18, 2025 at 07:12 PM EDT

Matt Harrigan

Township Trustee

From: Urbana Township <trustees@urbanatownship.com>

Sent: Sunday, February 23, 2025 11:51 AM

To: dan.evilsizor@gmail.com <dan.evilsizor@gmail.com>

Cc: Urbana Township <trustees@urbanatownship.com>

Subject: Questions - reply from Monday Feb 17th Meeting

Mr. Evilsizor,

Here is our reply to your questions from Monday's meeting.

Please utilize the email *trustees@urbanatownship.com* to ask any other questions you may have.

We usually reply within the same day if at all possible. I'm sorry for the recent delay, it's been a busy week of plowing at all times of the day and night. Windy conditions and drifting snow are keeping us busy on certain roads.

Who is responsible for the legal notices in the newspaper and the verbiage?

Zoning Committee Steve Mabry. He is responsible for submitting the information to the *Urbana Daily Citizen* for zoning issues.

Who puts the legal notices on the website and comes up with that verbiage?

I, Matt Harrigan, did the most recent posting for the notice of an upcoming zoning committee meeting. The verbiage I used was simple, stating the date and time.

Why is the website notice so minimally unrecognizable as to the published one in the *Urbana Daily Citizen*?

I, Matt Harrigan was asked by Sean to apply the recent zoning meeting information on the website. I was unaware of any particular verbiage that was being used in the newspaper. I have reached out to Steve Mabry to please send me any information that he may send to the newspaper regarding future zoning

posts so that whomever updates the website can utilize the same information he is using for the post in the newspaper. He said he will send me the latest one and I will update the website with that information once it is received.

How many miles of roadways is the township clearing?

The township is responsible for maintaining 27.88 miles of public roads.

This information was provided to the township from the County Engineer office in December 2024.

Mention about the property on South Avenue; no mention of any contact being made with the Health Department in last week's meeting or this week.

Trustee Blair Stinson contacted the health department again; there have been no changes from earlier meetings of August 2024 and in 2023. The health department policy remains that they do not make any enforcements when a property is going to have a tax lien sale. This property has been going through the process to send it to a Sheriff tax sale.

The property is currently held by a Medicare lien, who also has been notified of nuisance violations, but have not responded. They also have not responded to the treasurer of delinquent taxes.

Assistant Prosecuting Attorney and Township legal counsel, Jane Napier advises all townships **not** to waste any public township funds when a property is in receivership. The only way for a township to recover any spent public funds on that property is to add it to the delinquent taxes. She stated properties often fail to sell in the two sheriff tax sales. It is the last of two auditors' sales when bids can start as low as \$50.00 that most properties are purchased. In that instance the court costs and real estate taxes must be paid first before the township can be eligible to receive any sale funds.

All public funds are usually lost in this situation. It is no win for taxpayer funds. Jane added that the new property owner can be granted a 6-to-9-month grace period for property rehab or tear down. They would be free of any nuisance violations during that period if the township agrees.

Thank you

Urbana Township

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Thank you

Urbana Township

Matt Harrigan

**BOARD OF TRUSTEES OF URBANA TOWNSHIP, CHAMPAIGN COUNTY, OHIO
RESOLUTION 2025-003-W – TO TERMINATE THE ENTERPRISE ZONE AGREEMENT BETWEEN
URBANA TOWNSHIPS AND CHAMPAIGN RESIDENTIAL, INC.**

WHEREAS, the Board of Township Trustees of Urbana Township (the "Township"), by Resolution, petitioned the Champaign County Board of Commissioners (the "County") to designate the Township as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code ("ORC");

WHEREAS, the County, by Resolution adopted September 13, 2001, and amended by Resolution recorded in Commissioners Journal Volume 56, page 18100, as adopted on August 5, 2004, designated the Township as an Enterprise Zone pursuant to ORC Sections 5709.61, et seq;

WHEREAS, on November 20, 2001, and as recertified on August 16, 2004, the Director of Development of the State of Ohio determined that the aforementioned area designated in the September 13, 2001 and August 5, 2004 Resolutions contain the characteristics set forth in ORC Section 5709.61(A) and certified said area as an Enterprise Zone under ORC Chapter 5709;

WHEREAS, on October 24, 2025, the Township passed a Resolution approving and consenting to an Enterprise Zone Agreement (the "Agreement") by and among the County, Urbana Health Facilities, LLC, and Champaign Residential Services, Inc. (together with Urbana Health Facilities, the "Enterprise") regarding an expansion project with related site improvements at the Project Site as defined in the Agreement; and

WHEREAS, on October 24, 2024, the County, and the Enterprise entered into the Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Enterprise has informed the County and Township that, due to changes in economic circumstances, the Project envisioned under the Agreement is no longer financially feasible and therefore has requested that the Agreement be terminated and the previously granted ten (10) year, eighty-five percent (85%) real property exemptions be revoked from the Project Site; and

WHEREAS, pursuant to Section 8 of the Agreement, the County intends to terminate, and the Township consents to the termination of, the Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Urbana Township, Champaign County, Ohio, that:


Section 1. That the Board consents to the termination of the Agreement by the County. The Clerk is directed to provide a copy of this resolution to the County, for disbursement to the Ohio Department of Taxation, the Ohio Department of Development, the County Auditor, and the Urbana City School District.

Section 2. The Board hereby authorizes the Trustees, and the Fiscal Officer, to take such further action and execute any certifications, agreements, instruments, or other documents that are necessary or appropriate to consummate the termination of the Agreement.


Section 3. The Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, that all deliberations of this Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including ORC Section 121.22.

Mr. Stinson moved, seconded by Mr. Koerner to adopt the Resolution. Roll call was as follows: Mr. Harrigan, yes; Mr. Koerner, yes, Mr. Stinson, yes.

Approved this 21st day of April, 2025.


Matt Harrigan, Trustee


Roger Koerner, Trustee


Blair Stinson, Trustee


Sandra G. Perry, Fiscal Officer

OHIO ENTERPRISE ZONE AGREEMENT

THIS ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into as of this 24th day of October, 2024 (the "Effective Date") by and between the BOARD OF COUNTY COMMISSIONERS OF CHAMPAIGN COUNTY, with offices located at 1512 S. U.S. Hwy. 68, Suite A100, Urbana, OH 43078 (the "County"), URBANA HEALTH FACILITIES, LLC, an Ohio limited liability company with offices located at 120 W. Main St., Suite 200, Van Wert, Ohio 45891 ("UHF"), and CHAMPAIGN RESIDENTIAL SERVICES, INC., an Ohio non-profit corporation with a mailing address of PO Box 313, Urbana, Ohio 43078 ("CRSI") (UHF and CRSI, collectively the "Enterprise" and, together with the County, the "Parties").

WITNESSETH:

WHEREAS, the Board of Township Trustees of Urbana Township (the "Township"), by Resolution, petitioned Champaign County (the "County") to designate the Township as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code ("ORC"); and

WHEREAS, the County, by Resolution adopted September 13, 2001, and amended by Resolution recorded in Commissioners Journal Volume 56, page 18100, as adopted on August 5, 2004, designated the Township as an Enterprise Zone pursuant to ORC Sections 5709.61, et seq; and

WHEREAS, on November 20, 2001, and as recertified on August 16, 2004 the Director of Development of the State of Ohio determined that the aforementioned area designated in the September 13, 2001 and August 5, 2004 Resolutions contain the characteristics set forth in ORC Section 5709.61(A) and certified said area as an Enterprise Zone under ORC Chapter 5709; and

WHEREAS, the County has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Enterprise proposes to construct an expansion of its current health care facility including skilled nursing, assisted living and inpatient/outpatient rehabilitation uses, together with associated site improvements and fixtures (the "Project" or the "Facility") within the boundaries of the Township and the Enterprise Zone (the "Project Site" as further defined herein), provided that the appropriate development incentives are available to support the economic viability of said Project, which Project will create employment opportunities; and

WHEREAS, UHF and CRSI have submitted proposed agreement applications to the County (the "Application") attached to this Agreement as Exhibit A1 and Exhibit A2, respectively, incorporated by reference; and

WHEREAS, the Enterprise has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the Application to be forwarded with the final agreement; and

WHEREAS, the County and the Champaign Economic Partnership have investigated the Application and have recommended the same to the Board of Township Trustees and the Board of Commissioners of the County on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the County and the County; and

WHEREAS, the Project site is located in the Urbana County School District (the "School District"), and the Board of Education of the School District has been given notice of this Agreement pursuant to ORC Section 5709.83; and

WHEREAS, the Project site is located in the Ohio Hi-Point Career Center School District (the "JVSD"), and the Board of Directors of the JVSD has been given notice of this Agreement pursuant to ORC Section 5709.83; and

WHEREAS, pursuant to ORC Section 5709.63, the School District adopted Resolution No. 0924.016, on September 23, 2024 whereby the School District (i) approved the terms of this Agreement, including the eighty-five percent (85%) real property tax exemption for ten (10) years; (ii) waived its rights to receive compensation for any amount of real property taxes it otherwise would have received but for the exemption, including any compensation under 5709.82; (iii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under ORC Sections 5709.63 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, pursuant to ORC Sections 5709.62 and 5709.632 and in conformance with the format required under ORC Section 5709.631, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

1. Project Description: The Enterprise shall construct the Project at 2380 U.S. Hwy. 68 South, Urbana, OH 43078 PPNs: K41-11-11-27-00-013-01 and K41-11-11-27-00-013-02 (the "Project Site") as further described in **Exhibit B** attached hereto. An estimate of the amount to be invested by the Enterprise to establish the new facility is as follows:

A. Acquisition of Land:	\$ 0
B. New Construction	5,700,000
C. Improvements to Existing Bldg.	275,000
D. New Machinery/Equipment (no machinery & equipment relocated)	153,000
E. Furniture & Fixtures (no furniture & fixtures relocated)	350,000
F. New Inventory (no inventory relocated)	0
G. Additional Investment	<u>0</u>
Total New Project Investment:	\$ 6,478,000

The total investment of the Project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

The Project is expected to begin on or around October 1, 2024 and all acquisition, construction and installation is scheduled to be completed by June 30, 2026; it being understood, however, that the foregoing is based off a tentative schedule and by no means shall be construed as a covenant and/or representation.

2. Job Creation and Job Retention by Enterprise: UHF will fulfill the job creation and payroll creation obligations for the Enterprise Zone benefits by constructing, owning and operating the Project. UHF estimates the Project will create and fill, in the aggregate, the equivalent of 10 full-time permanent jobs and 11 part-time permanent jobs at the Project Site within a time period not exceeding thirty-six (36) months after the commencement of construction of the Project; subject, however, to delays caused by force majeure and other circumstances outside of UHF's reasonable control.

The Parties agree that, for job creation, job retention, and payroll creation obligations under this Agreement, O.R.C. Sections 5709.61 to 5709.69, and related statutes and regulations shall govern. The requirements, restrictions, and procedures relating to job relocation (*see*, R.C. §5709.633) apply to the Enterprise. If the Director of Development grants a waiver under R.C. §5709.633 to accommodate the Enterprise, the Parties shall execute an Addendum to this Agreement to incorporate any conditions relevant to such waiver before the Enterprise uses or occupies any portion of the Facility.

The job creation period is estimated to begin January 1, 2025 and all jobs will be in place by July 31, 2027. The Enterprise, shall maintain these jobs through the period that this Agreement is in effect. For purposes of this Agreement, a "full-time employee" means an individual employed for consideration by the Enterprise for at least thirty-five hours a week, or who renders any other standard of service generally accepted by custom or specified by contract as full-time employment. A "new" employee is a full-time employee first employed by the Enterprise at the Project Site after the Enterprise signed this Agreement.

UHF currently has eighty-six (86) permanent employees at the Project Site. In total, UHF currently employs eighty-six (86) permanent employees in the State of Ohio. CRSI currently has twenty-seven (27) permanent employees at the Project Site. In total, CRSI currently employs two hundred thirty-two (232) permanent employees in the State of Ohio. Because of the Project, and the incentives granted in this Agreement, CRSI will be able to maintain and preserve the jobs located at the Project Site and not have to relocate its employees.

This increase in the number of employees will result in approximately Eight Hundred Fifty-Four Thousand Six Hundred Twenty Dollars (\$854,620) of additional annual payroll for UHF. The following is an itemization by the type of new jobs created: full-time permanent \$535,548, part-time permanent \$319,072.

3. Tax Incentive Review Council Requirements: The Enterprise shall, within a reasonable amount of time following the Enterprise's receipt of written request, provide to the

Champaign County Tax Incentive Review Council (referred as "TIRC") any information reasonably required by the TIRC to evaluate the Enterprise's compliance with this Agreement, including, but not limited to, returns or annual reports filed under R.C. §5711.02 or R.C. §5727.08, certification as to the number of jobs created, jobs retained, created payroll, retained payroll, property information. The Enterprise shall, as soon as commercially reasonably possible, provide copies of the necessary state or local tax forms if requested by the TIRC. The Enterprise agrees to include in any lease or other use agreement for the Project a requirement that each tenant or other user provide any of the information described above, and any other information reasonably required by the TIRC to evaluate compliance with this Agreement. The Enterprise's obligations under this Section 3 shall be conditioned upon TIRC requesting only such information it reasonably needs to perform its review under R.C. §5709.85. should the TIRC and/or any other party requesting any such additional documents and/or information from Enterprise above and beyond the requirements of R.C. §5709.85, the Enterprise's obligations to provide any such additional information shall be conditioned upon such party (including their respective employees, agents, attorneys, accountants and/or representatives) agreeing, in writing pursuant to a document reasonably approved by the Enterprise, to hold any and all such information in confidence and not to disclose such information to the public or any other third party without the Enterprise's consent which may be withheld in its sole discretion.

4. Real Property Tax Incentive: The County hereby grants the Enterprise a tax exemption for real property improvements made to the Project Site pursuant to O.R.C Section 5709.632 for eligible increases in assessed valuation of real property constructed as part of the Project and described as eighty-five percent (85%) of the increase in assessed valuation of new construction at the Project Site. Each identified project improvement will receive a ten (10) year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2027 nor extend beyond December 31, 2037.

The Enterprise is responsible for filing any forms, together with necessary supporting documents, necessary to obtain and maintain the tax benefits described in this Agreement with the appropriate taxing authorities.

The tax exemption granted for real property improvements made to the Project Site shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
<u>YR 1</u>	<u>85%</u>
<u>YR 2</u>	<u>85%</u>
<u>YR 3</u>	<u>85%</u>
<u>YR 4</u>	<u>85%</u>
<u>YR 5</u>	<u>85%</u>
<u>YR 6</u>	<u>85%</u>
<u>YR 7</u>	<u>85%</u>
<u>YR 8</u>	<u>85%</u>
<u>YR 9</u>	<u>85%</u>

5. Annual Fee: The Enterprise shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under this Agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). This Fee may be paid in part by UHF, in part by CRSI, or in whole by either UHF or CRSI

The fee shall be invoiced by and made payable to the Champaign Economic Partnership, once per year for each year this Agreement is effective and is payable as follows: The fee is to be paid in cash or by check to CEP by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the County.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with ORC Section 5709.68 and by the tax incentive review council created under ORC Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

6. Local Support. Additionally, the Enterprise agrees to the following:

A. UHF agrees to continue to be an "Investor Partner" with the Champaign Economic Partnership (the "CEP") and agrees to continue to make a minimum contribution of three thousand dollars (\$3,000) per year to CEP during the term of this Agreement;

B. UHF agrees to remain a member in good standing with the Champaign County Chamber of Commerce & Visitor's Bureau during the term of this Agreement.

C. UHF and CRSI each agree to work closely with Urbana City School District, Ohio Hi-Point Career Center, and Clark State Community College (the "Local Schools") to develop a practicum, provide a certificate course in health care related careers, or provide some other job seeking and career exploration assistance to assist in the training and/or education of students at the Local Schools.

6. Verification of Exemptions: The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

7. Revocation of Enterprise Zone Designation: If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the County or the County revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the County terminates or modifies the exemptions from taxation granted under this Agreement.

8. Termination or Revocation of the Agreement and Exemptions: If the Enterprise materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

9. Certification of No Delinquent Taxes: The Enterprise hereby certifies that at the time this Agreement is executed, the Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Enterprise is liable under ORC Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753., or, if such delinquent taxes are owed, the Enterprise currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Enterprise. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.

10. Non-Exempted Taxes to be Paid: The Enterprise shall pay timely and before delinquency such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Enterprise fail to pay timely and before delinquency such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the calendar year for which such taxes are charged or such reports or returns must be filed and thereafter. Notwithstanding the foregoing, if the failure pertains only to the timely filing of any required return or report, then the County agrees to provide the Enterprise with written notice thereof and thirty (30) days thereafter in which to cure, or cause to cure, the failure, and no violation of this paragraph 11 shall be deemed to have occurred if the failure is cured within said 30-day period. The cure period in this Paragraph relates only to filing obligations under this Agreement and does not waive or excuse any penalty or cost related to any such delinquency that otherwise applies.

11. Non-Discriminatory Hiring Practices: The County has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Enterprise is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

12. Prohibition Certification by Enterprise: Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in ORC Section 5709.61) has violated the prohibition against entering into this Agreement under ORC Sections 3735.671(E) 5709.62, 5709.63, or 5709.632 prior to the time prescribed therein.

13. No False Statements by Enterprise: UHF and CRSI, respectively, affirmatively covenant that each has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of UHF or CRSI has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise shall be required to immediately return all benefits received under this Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

14. Legislative Approvals Required: The Parties acknowledge this Agreement must be approved by formal action of the Board of Township Trustees and the Champaign County Board of Commissioners as a condition for this Agreement to take effect. This Agreement takes effect upon such approvals.

15. Non-Transferable: This Agreement is not transferrable or assignable without the express, written approval of the Township and the County. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the County acknowledges and agrees that in the event the Enterprise subdivides the Project Site and sells, transfers, conveys or leases a portion of the Project Site, this Agreement, and all benefits granted to the Enterprise herein, shall remain in full force and effect with respect, and shall only apply, to the Project so long as the Enterprise continues to comply with all covenants and obligations under this Agreement as it applies to the portion of the Project Site retained by the Enterprise; it being understood that the Enterprise will have the right to transfer, convey and/or lease a portion of the Project Site that is not otherwise necessary by the Enterprise for the Project. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.

16. Repayment of Exempted Taxes: In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by the Enterprise is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, the Enterprise shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, the County may terminate or modify the exemptions from taxation granted under this Agreement.

17. Notices: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by the United States Postal Service, postage prepaid with proof of delivery service, addressed to the other party at these addresses:

COUNTY:

Champaign County
Attn: Rich Ebert, Director of Champaign Economic Partnership
40 Monument Square, Suite 306
Urbana, OH 43078
cepdirector@cepohio.com

With a copy to:
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215-4291
Attention: J. Caleb Bell, Esq.
Phone: (614) 227-2384

UHF:

Urbana Health Facilities, LLC
Attn: Shane Stewart
120 W. Main St., Suite 200
Van Wert, OH 45891
ssewart@vancrest.com

CRSI:

Champaign Residential Services Inc.
Attention: Scott A. Delong
1150 Scioto St., Suite 100
PO Box 29
Urbana, OH 43078
Phone: 937-653-1320

Notice shall be deemed received upon delivery, unless sent by USPS, in which event such notice shall be deemed to have been received when the delivery receipt is signed or refused. Either party may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent by giving notice to the other party as provided in this paragraph. Any defect, delay, or failure in the copy of a Notice to counsel will not affect otherwise proper Notice on a party.

18. Authority to Sign: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performing such party's obligations have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable under its terms.

19. Signatures; Counterparts; Effective when Fully Signed: This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

20. Legal Fees. The Developer shall pay to the County's legal counsel, Bricker Graydon LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to \$15,000. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement.

21. Entire Agreement; Amendment: This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein this Agreement shall be effective against any party without the written consent of all Parties.

22. Severability. If a court of competent jurisdiction determines that any section or provision of this Agreement or any covenant, agreement, obligation or action, or part thereof, or any application of it is illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, any other section or provision, or any other covenant, Agreement, obligation or action, or part thereof, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein.

23. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

24. Survival of Representations and Warranties. All representations and warranties of each party in this Agreement shall survive the execution and delivery of this Agreement.

25. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully always all covenants, agreements, and obligations under this Agreement.

26. No Personal Liability: No representation, warranty, covenant, agreement, obligation, or stipulation in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent, or employee of the County, the County or the Enterprise in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving on behalf of the County, the County or the Enterprise shall be liable personally under this Agreement or be subject to any personal liability or accountability under it, except for fraudulent, intentional, or criminal conduct.

[SIGNATURES ON FOLLOWING PAGE]

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

“COUNTY”

COUNTY OF CHAMPAIGN, OHIO

By:



Steven R. Hess

Board President, Champaign County Commissioner



Kevin S. Talebi


Champaign County Prosecutor

Approved-as-to-form

[COUNTY SIGNATURE PAGE]


UHF, as ENTERPRISE

Urbana Health Facilities, LLC

By: 
Name: Mark A. White
Title: President

CRSI, as ENTERPRISE

Champaign Residential Services, Inc.

By: 
Name: Scott A. DeLong
Title: CEO

[ENTERPRISE SIGNATURE PAGE]

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Urbana City School District hereby approves and consents to the foregoing Enterprise Zone Agreement.

**BOARD OF EDUCATION OF THE
URBANA CITY SCHOOL DISTRICT**

By: Amilee

Print Name: Amenda Hildbrand, Treasurer

Title: Treasurer

Date: 10-28-2024

BOE Resolution passed 9-23-2024

EXHIBIT A1
UHF APPLICATION FOR ENTERPRISE ZONE TAX INCENTIVES

EXHIBIT A2
CRSI APPLICATION FOR ENTERPRISE ZONE TAX INCENTIVES

EXHIBIT B

Description of Project Site

The Project Site will be comprised entirely of Champaign County parcel nos. K41-11-11-27-00-013-01 and K41-11-11-27-00-013-02 including as the parcels may be subsequently combined, split, or recombined and depicted on the map in blue:

