

June 1, 2023

**SERVICE COMMITTEE**

June 5, 2023

*Committee and Council Meetings can be viewed by accessing YouTube or Facebook  
Following Finance Committee*

Council Chambers

**AGENDA**

1. Consider **Resolution No. 23-54** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #4 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN
2. Consider **Resolution No. 23-56** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A LEASE AGREEMENT WITH STRONG TOWER CHRISTIAN MEDIA
3. Consider **Resolution No. 23-57** A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO NEWARK DEVELOPMENT PARTNERS AS ITS AGENT FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH
4. Consider **Resolution No. 23-59** A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN THE CITY OF NEWARK, OHIO; AND RELATED AUTHORIZATIONS
5. Other items at the discretion of the Chair

BY: \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #4 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.**

WHEREAS, the City of Newark operates a Water Distribution System throughout the City; and,

WHEREAS, the distribution system has approximately 6,000 lead and/or galvanized water service lines; and,

WHEREAS, replacement of lead and galvanized service lines is a requirement of Ohio EPA in order to eliminate lead material and to maintain efficient and cost-effective operations of the system; and,

WHEREAS, the Ohio Water Supply Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; and,

WHEREAS, the Public Service Committee of the Newark City Council met on June 5, 2023 and approved submission of the legislation for full council consideration.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:**

Section 1: The Director of Public Service is hereby authorized and directed to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Newark, Ohio.

Section 2: That the dedicated source of repayment will be user charges.

Section 3: This resolution shall become effective at the earliest time permitted in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_

DIRECTOR OF LAW

Prepared by the Division of Water and Wastewater

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**W W DIVISION OF WATER & WASTEWATER W W**

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Brandon Fox  
Utilities Superintendent  
740-670-7945

34 South 5<sup>th</sup> Street  
P. O. Box 4100  
Newark, Ohio 43058-4100

**MEMORANDUM**

**TO:** Jeff Rath, Chairman  
Public Service Committee

**FROM:** Brandon Fox   
Water Administrator

**SUBJECT:** Service Committee Agenda

**DATE:** May 16, 2023

**COPIES:** Mayor, Service Director, Clerk of Council, Beth Bline, Spencer Barker,  
Cheri Hottinger, Jeff Harris, file

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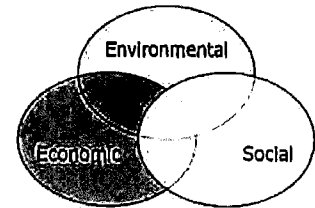
I would appreciate some time on the next Service Committee agenda to present the following resolution.

**A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #4 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.**

**Department of Public Service**

**Division of Water and Wastewater**

**Request for Legislation**



***Project Title: Lead Service Line Replacement Project #4 WSRLA funding***

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENTS AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

**Background/Purpose:**

The City has approximately 6,000 water service lines constructed of material other than copper that need replaced as part of Ohio EPA's requirements. The water services needing replaced will be split into manageable contracts of 400-500 services every six months, awarded over the next five years.

**Scope of Work:**

The Division of Water and Wastewater, through the Director of Public Service, is requesting authorization to accept and enter into an agreement for a construction loan for this project. This current legislation authorizes that process to start.

**Justification/Urgency:**

Ohio EPA has dedicated \$71 Million dollars per year over the next five years for Lead Service Line Replacement Projects through the WSRLA program. The funding is 53% principal forgiveness and 47% zero percent interest. It is in the best interest of the City to take advantage of this funding and it is anticipated the City will award two projects per year through 2028.

**Anticipated Costs and funding source:**

The estimated construction cost at this time is \$2.5M. The project has been nominated for funding to Ohio EPA Water Supply Revolving Loan Account for Project Year 2023-2024.

**Schedule or Term of Contract:**

Construction is anticipated to start in December 2023.

**Community Impact:**

This project will benefit the City as well as the residents by replacing 75-100 year old water lines that are leaking, plugged and failing and will also meet Ohio EPA requirements.

**Request Initiated by:**

Brandon Fox, Water Administrator ([bfox@newarkohio.net](mailto:bfox@newarkohio.net) - 670-7945)

RESOLUTION NO. 23-56

BY: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A LEASE AGREEMENT WITH STRONG TOWER CHRISTIAN MEDIA

WHEREAS, the City of Newark is the owner of real property located at 1250 Horns Hill Rd., Newark, Ohio, Parcel No. 054-186722-00.000, commonly referred to as Horns Hill Park; and,

WHEREAS, there is a radio communications tower located at Horns Hill Park, currently registered by the Federal Communications Commission as Antenna Structure Registration Number 1233564; and,

WHEREAS, the tower offers the opportunity for the City to earn additional revenue by leasing space for the placement of third-party antennas and communications equipment; and,

WHEREAS, it is the City's desire, in order to best utilize the existing tower, to enter into a lease agreement with Strong Tower Christian Media, and allow this company to place antennas, equipment, and other necessary appurtenances on the City's radio communications tower; and,

WHEREAS, execution of this lease agreement is necessary for this project to move forward.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:**

**SECTION ONE:** The Director of Public Service is hereby authorized to enter into a lease agreement with Strong Tower Christian Media for the purpose of placing radio communications equipment and antennas on the City-owned radio communications tower located at Horns Hill Park.

**SECTION TWO:** This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

## TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of May, 2023, between **CITY OF NEWARK, OHIO**, a governmental entity with principal offices located at 40 West Main Street, Newark, Licking County, Ohio 43055, hereinafter designated "**LESSOR**" and **STRONG TOWER CHRISTIAN MEDIA**, a not-for-profit corporation with principal offices at 1205 Whitefield Circle, Xenia, Greene County, Ohio 45385, hereinafter designated "**LESSEE.**" The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower ASR# 1233564, hereinafter referred to as the "Tower", located at 1250 Horn's Hill Road, Newark, Ohio as shown on the Tax Map of the City of Newark as Parcel ID# 054-186722-00.000, as recorded in the Office of the Licking County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 10ft x 10ft space in the LESSOR'S equipment shelter building adjacent to the land on which the Tower sits (the "Land Space") sufficient for the installation of LESSEE's equipment; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes from the nearest public right-of-way to the Land Space; and together with the area specified from the Land Space and certain space on the Tower for installation of antennas and cables ("Tower Space"). The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in **Exhibit "A"**, attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof. Cost for such work shall be borne by the LESSEE.

2. TERM; RENTAL:

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nine Thousand 00/100 Dollars (\$9,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date of commencing installation of equipment is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE the following documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a complete and fully executed Internal Revenue Service Form W-9, for any party to whom rental payments are to be made pursuant to this Agreement.

3. ELECTRICAL SERVICE: LESSOR shall, at all times during the Term, provide electrical service, telephone, and Internet service access within the Premises. LESSEE shall furnish and install, at LESSEE's sole expense, an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation, and LESSEE shall pay for all utility costs used by LESSEE directly to the local utility company or to the LESSOR if adding a separate service for LESSEE is not reasonably feasible. LESSEE shall be permitted at any time during the Term, to utilize power supplied by the emergency power generator located on site, or to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source with integral fuel tank, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have



the right to install conduits connecting to the emergency power generator or the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. Provided LESSEE is not in default, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for successive terms shall increase as follows: The first (1st) five (5) year extension term the annual rental shall be increased to Nine Thousand Four Hundred Fifty 00/100 Dollars (\$9,450.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Nine Thousand Nine Hundred Twenty Two 50/100 Dollars (\$9,922.50); the annual rental for the third (3rd) five (5) year extension term shall be increased to Ten Thousand Four Hundred Eighteen 62/100 Dollars (\$10,418.62); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Ten Thousand Nine Hundred Thirty Nine 56/100 Dollars (\$10,939.56).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred five percent (105%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the

Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property for which LESSOR is liable, and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio broadcast facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall subject to LESSOR's approval, and LESSOR may reject such plans in its reasonable discretion. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines in good faith that such Governmental Approvals may not be obtained within ninety (90) days of execution of the Agreement, LESSEE may terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective

upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Following the removal of all LESSEE's equipment and restoration of Premises, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of this Agreement to the extent allowed by law, with the exception of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of ingress and egress to this site and Tower location. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to Land Space and Tower location. LESSEE, its authorized engineers, employees or properly authorized contractors shall obtain LESSOR's approval prior to performing work on the Tower Space.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 33 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

LESSEE's antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of any available tower drawings and any structural analysis reports that have been done previously with respect to the Tower. LESSEE shall assist LESSOR with having the Tower inspected and a new structural analysis performed with the addition of LESSEE's antenna system loading by the tower manufacturer, or other engineer of LESSOR's choice, and LESSEE shall reimburse LESSOR the reasonable cost of such study. LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. Prior to any subsequent installation, or modification of LESSEE's antennas and cables, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done by the tower manufacturer, or other engineer of LESSOR's choice, and LESSEE shall reimburse LESSOR the reasonable cost of such study.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. Notwithstanding anything to the contrary herein, LESSEE shall operate and maintain LESSEE's equipment according to FCC regulations and good engineering practices so as not to cause harmful interference which is measurable in accordance with the then existing industry standards to any equipment of LESSOR or other lessees of the Property at any time throughout the term of this Lease and any renewals thereof. In the event any of LESSEE's equipment should malfunction or be shown to cause any such interference, upon notification by LESSOR, LESSEE shall immediately take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSOR's option, powering down such equipment until the interference can be remedied. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph \_\_ shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. Notwithstanding the foregoing, LESSOR states there are no liens on the Tower.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless

made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Ohio.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Newark  
40 West Main Street  
Newark, Ohio 43055  
Attention: City Solicitor

LESSEE: Strong Tower Christian Media  
1205 Whitefield Circle  
Xenia, Ohio 45385  
Attention: Tracy Figley, President

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.



27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. LESSEE shall also be in default if it is adjudged bankrupt or insolvent, makes a transfer in fraud of creditors, or makes an arrangement for the benefit of creditors, institutes voluntary bankruptcy, or insolvency proceedings or consents to the filing of a bankruptcy or insolvency proceeding, or files a petition, or answer or consent seeking reorganization or liquidation under bankruptcy or similar law; or a receiver or trustee as appointed for substantially all of the assets of LESSEE or for LESSEE's leasehold interest in this Lease.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within ten (10) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the

non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Ohio; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

## 29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE to the extent allowed by law, and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining

provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF NEWARK, OHIO.**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**STRONG TOWER CHRISTIAN MEDIA**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

Tracy Figley

ITS: President

Date: \_\_\_\_\_

RESOLUTION NO. 23-57

BY: \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO NEWARK DEVELOPMENT PARTNERS AS ITS AGENT FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH**

**WHEREAS**, the City of Newark, Ohio currently owns various parcels of real property throughout the city which are of no value in their current state of development; and,

**WHEREAS**, the subject property, because of its size, location, and zoning restrictions, is not currently suitable for any municipal purpose; and,

**WHEREAS**, the City desires to convey the subject property to Newark Development Partners, a Community Improvement Corporation serving as the agent of the City of Newark for growth and development; and,

**WHEREAS**, the City of Newark and Newark Development Partners have entered into an Amended Designated Agency Agreement authorizing the transfer of real property owned by the City and controlling the manner in which such property may then be developed and/or transferred by Newark Development Partners and the manner in which any revenues generated from such development and transfer are to be disbursed; and,

**WHEREAS**, the conveyance of the subject real property would promote the general welfare and stabilize the neighborhood in question, assist in development, and promote the reclamation, rehabilitation, and reutilization of such real property; and,

**WHEREAS**, this matter was considered in regular session of the Service Committee who voted to refer the same to full Council for consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, STATE OF OHIO, THAT:**

**SECTION ONE:** The Director of Public Service is hereby authorized to convey the following listed parcel of real property located within the City of Newark to Newark Development Partners, a Community Development Corporation, pursuant to the terms and conditions of the Amended Designated Agency Agreement previously approved by this Council at Resolution 16-29:

ADDRESS  
105 SOUTH FIFTH STREET  
NEWARK, OHIO 43055

PARCEL NO.  
054-204018-00.000

SECTION TWO: Council hereby declares the subject real property to no longer be needed by the City of Newark, Ohio for any municipal purpose and that the City's interests are best served by conveyance to Newark Development Partners subject to the agreed upon disbursement of and future revenues generated therefrom.

SECTION THREE: This Resolution shall become effective at the earliest date permitted pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED:  \_\_\_\_\_  
Director of Law

Star Fed 3:00 May 22, 23

105 So 5th St.

Parcel # 054-204018.00.

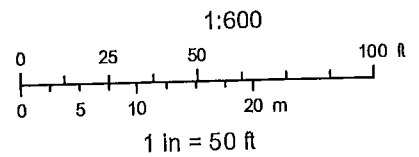


May 22, 2023

Street Labels

**Hydrolines**

- ArtificialPath; Connector; StreamRiver
- RailRoads
- County Mask
- Parcels
- Building Footprints





RESOLUTION NO. 23-59

**A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN THE CITY OF NEWARK, OHIO; AND RELATED AUTHORIZATIONS**

WHEREAS, the Newark City Council adopted Resolution No. 92-109 establishing and designating a fifth community reinvestment area (“CRA #5”) in the City of Newark (the “City”); Resolution No. 95-46 amending the description of CRA #5; Resolution No. 01-11a amending and modifying the real property tax exemptions available within CRA #5; and Resolution No. 21-88 further modifying the real property tax exemptions available within CRA #5; and

WHEREAS, after the passage of Resolution No. 21-88, which was the third substantive amount of CRA #5 as described in Ohio Revised Code (“R.C.”) Section 3735.661, CRA #5 has no longer governed by the terms of Section 3 of Am. Sub. S.B. 19 of the 120<sup>th</sup> General Assembly; and

WHEREAS, as a result, it is necessary for this Council to reestablish CRA #5 under the current version of R.C. Sections 3735.65 through 3735.70 (the “Act”); and

WHEREAS, a survey of housing (the “Housing Survey”) of the area described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “Area”) has been prepared as required by R.C. Section 3735.66, a copy of which Housing Survey is on file with the City; and

WHEREAS, as noted in the Housing Survey, the Area is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged; and

WHEREAS, this Council has determined that the construction of new structures and the remodeling of existing structures in the Area is a public purpose, and would encourage the creation and retention of employment opportunities and would benefit the overall economic health of the City; and

WHEREAS, the City desires to reestablish CRA #5 pursuant to the Act to encourage such development;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section 1. Resolution Nos. 92-109, 95-46, 01-11a, and 21-88 are hereby repealed in their entirety and replaced with the terms of this Resolution.

Section 2. CRA #5 constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged.

Section 3. This Council hereby establishes CRA #5 pursuant to the Act, with boundaries as described and depicted in Exhibit A.

Section 4. Within CRA #5, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to **commercial and industrial** real property and **the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring pursuant to R.C. Section 3735.67. The results of the negotiation as approved by this Council will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. The maximum term and exemption percentage for commercial and/or industrial projects is as follows:**

- a. Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%) for the remodeling of existing commercial and industrial facilities and upon which the **cost of remodeling is at least \$5,000**, as described in R.C. Section 3735.67, the term and percentage of which shall be **negotiated on a case-by-case basis in advance of remodeling occurring.**
- b. Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%) for the **construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.**

**For residential property located within CRA #5, a tax exemption on the increase in the assessed value resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer (as defined herein) for the following periods:**

- a. fifteen (15) years, for **residential remodeling containing 2 units or less** and upon which the cost of remodeling is **at least \$2,500**, as described in R.C. Section 3735.67, and with such exemption being one hundred percent (100%) for each of the fifteen (15) years.
- b. fifteen (15) years, for the construction of **new residential dwellings** within the community reinvestment area, as described in R.C. Section 3735.67, with such exemption being one hundred percent (100%) for each of the fifteen (15) years.

For the purposes of the above described eligible areas within the CRA, **structures exclusively used for residential purposes shall be classified as residential structures.**

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during

the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5. All commercial and industrial projects are required to comply with the state application fee requirements of R.C. Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement – a minimum of \$500 up to a maximum of \$2500 annually unless waived.

Section 6. To administer and implement the provisions of this Ordinance, the Director of Economic and Community Development (the “Director”) is designated as the Housing Officer as described in the Act.

Section 7. This Council has heretofore established a “Community Reinvestment Area Housing Council” (the “Housing Council”), which shall be the Housing Council responsible for making an annual inspection of the properties within CRA #5 for which an exemption has been granted under R.C. Section 3735.67. The Housing Council shall also hear appeals under R.C. Section 3735.70.

This Council has heretofore established a Tax Incentive Review Council (the “TIRC”), which TIRC shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under R.C. Section 3735.671 and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8. The Director is hereby directed and authorized to send, by certified mail, one copy of this Resolution and the map attached hereto as Exhibit A upon adoption of this Resolution, as required by R.C. Section 3735.66. The Director is also hereby authorized to take any and all actions required by the Act for the establishment of CRA #5 consistent with the requirements of the Act and this Resolution. This Council hereby adopts the Housing Survey in the form currently on file with the Director.

Section 9. The Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Council, that all deliberations of this Council 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 R.C. Section 121.22.

Section 10. This Resolution shall take force and effect at the earliest time allowable under law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Date filed with the Mayor: \_\_\_\_\_

Date approved by the Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Form Approved: \_\_\_\_\_  
Director of Law

**EXHIBIT A**

**MAP OF CRA #5**

(attached hereto)

# COMMUNITY REINVESTMENT AREA # 5

