London City Council
20 S. Walnut Street, London, Ohio 43140
April 17, 2025 at 6:30pm
Agenda

Call to Order

Roll Call

Minutes – Approval of April 3, 2025 minutes

Public Hearings

Communications/Announcements

Audience Concerns

Committee Reports

City Official Reports

Old Business

10th Reading

ORDINANCE 209-24 **Sponsored by: Shannon Treynor, Andrew Hitt and Greg Eades**
An ORDINANCE declaring the improvement of certain real property located in the City of London, Madison County, Ohio to be a public purpose pursuant to Ohio Revised Code Section 5709.41; Declaring such property to be exempt Real Property taxation; Designating improvements that, once made, will directly benefit the parcels for which improvement is declared to be a public purpose; Requiring annual service payments in lieu of taxes; Establishing an urban redevelopment tax increment equivalent fund; authorizing the execution of a tax increment financing TIF agreement; and providing related authorizations pursuant to Ohio Revised Code Sections 5709.41, 5709.42, 5709.43, 5709.832 and 5709.85

3rd Reading

RESOLUTION 128-25 **Sponsored by: Brent McDaniels**
A RESOLUTION authorizing the advertisement for bids for personal property no longer needed for city purposes

RESOLUTION 130-25 **Sponsored by: Lisa Jackman**
A RESOLUTION authorizing the Safety Service Director to advertise for bids for trash hauling services.

ORDINANCE 131-25 **Sponsored by: John Stahl**
AN ORDINANCE amending SECTION 209 of the codified ordinances

ORDINANCE 132-25 **Sponsored by: Brent McDaniels**
AN ORDINANCE amending SECTION 1446 of the codified ordinances

RESOLUTION 134-25 **SPONSORED BY: SHANNON TREYNOR**
A RESOLUTION determining that the establishment of the London Gateway New Community Authority will be conducive the public safety, convenience, and welfare and is intended to result in the development of a new community authority to be organized and a body politic and corporate, and defining the boundary of the New community district

New Business

RESOLUTION 135-25 **Sponsored by: Brent McDaniels**
A RESOLUTION authorizing participation in the ODOT road salt contracts awarded in 2025

Round Table

Adjournment

Casto & Harris Inc Forms—300

Ordinance No. _____ Passed _____, 20____

ORDINANCE 209-24
Sponsored by: Shannon Treynor, Andrew Hitt and Greg Eades

DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF LONDON, MADISON COUNTY, OHIO TO BE A PUBLIC PURPOSE PURSUANT TO OHIO REVISED CODE SECTION 5709.41; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING TIF AGREEMENT; AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42, 5709.43, 5709.832 AND 5709.85.

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.41, 5709.42 and 5709.43 (the "TIF Statutes") provide that this Council may, under certain circumstances, declare Improvement (as defined below and in the TIF Statutes) to certain parcels of real property located in the City of London, Ohio (the "City") to be a public purpose if both of the following apply: (1) the City held fee title to the parcel prior to the adoption of the ordinance; and (2) the parcel is leased, or the fee of the parcel is conveyed, to any person either before or after adoption of the ordinance; and

WHEREAS, upon making the declaration of improvements to a parcel described in the preceding recital, this Council may declare such Improvements to be exempt from real property taxation, provide for the payment service payments in lieu of real property taxes by the owners of such parcel and establish an urban redevelopment tax increment equivalent fund for the deposit of such service payments in lieu of taxes; and

WHEREAS, pursuant to R.C. Section 5709.41(C)(1), said exemption may be up to one hundred percent (100%) of the assessed valuation of such Improvement for a period of up to thirty (30) years with the approval of the board of education of a city, local or exempted city school district within the territory of which the improvement is or will be located; and

WHEREAS, each of the parcels of real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") is currently owned or has been owned by the City prior to the adoption of this ordinance, and is located in the City, with each parcel of the Property referred to herein as a "Parcel" and collectively, the "Parcels" (whether as presently appearing on tax duplicates for the County of Madison (the "County") or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, pursuant to R.C. Sections 5709.41(C) and 5709.42, this Council has determined that it is necessary and appropriate and in the best interests of the City to require the current and future owners (each such owner individually, an "Owner," and collectively, the "Owners") of each of the Parcels comprising the Property to make annual service payments in lieu of real property taxes ("Service Payments") in the same amount as the Owners would have made but for the TIF Exemption (as defined herein) authorized by this Ordinance; and

WHEREAS, the City (i) has received or intends to receive ownership of the Property from Tom Cat, LLC, PJG Holdings, LLC, Locas Investments, LLC or any

affiliates and assigns thereof (collectively, the "Developer"), and (ii) has conveyed or intends to convey ownership of the Property to Developer, and upon transfer of ownership back to Developer, Developer intends to establish in one or more phases, a mixed-use development for commercial and public purposes, including but not limited to office, retail, multi-family residential, and other commercial and mixed-use purposes on the Property (collectively the buildings and structures and related site improvements that are actually constructed shall be referred to as the "Project"); and

WHEREAS, in support of the Project, the City desires to fund certain costs of the Project as described in Exhibit B, attached hereto and incorporated herein by this reference (the "Designated Improvements"), with the Service Payments generated as a result of the completion of the Project; and

WHEREAS, the City's support of the Project is consistent with several planning initiatives to further its economic development efforts, including the Development Plans; and

WHEREAS, as evidenced by the Development Plans, the City is "engaged in urban redevelopment" as provided in R.C. Section 5709.41; and

WHEREAS in connection with the construction of the Project, the City has determined to provide for the execution and delivery of a tax increment financing agreement between the City and Developer (the "TIF Agreement") a form of which is described in Exhibit C, attached hereto and incorporated herein by this reference; and

WHEREAS, notice of this proposed Ordinance was delivered to the Board of Education of the London City School District and the Board of Education of the Tolles Career and Technical Centers at least forty-five (45) business days prior to the day on which this Council intended to adopt this Ordinance, pursuant to R.C. 5709.40 and R.C. 5709.83; and,

WHEREAS, on _____, 2024 the Board of Education of the London City Schools passed Resolution No. _____, and has: (i) approved the TIF Exemptions (as defined herein) authorized by this TIF Ordinance, (ii) affirmatively waived the London City Schools' right to receive compensation payments for any percentage of the taxes that would be payable on the portion of the Improvement (defined herein) above seventy-five percent (75%), (iii) affirmatively waived the London City Schools' right to receive compensation payments for any percentage of the amount of taxes exempted in the eleventh and subsequent years of the TIF Exemption (defined herein), (iv) affirmatively waived the London City Schools' right to receive municipal income tax sharing payments pursuant to R.C. 5709.82, if applicable, and (v) affirmatively waived any and all notice requirements of R.C. 5709.40, 5709.83, and any other applicable laws and rules with respect to this Ordinance; and,

WHEREAS, by separate ordinance, this Council intends to authorize the execution of a Community Reinvestment Area Agreement by and among the City and the Developers, as owners of the Parcels (the "CRA Agreement") to provide the Developers, in consideration of the Project, a _____ percent (__%) real property tax abatement for _____ (__) years applicable to the increased assessed value of structures constructed at the Property.]

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

Section 1.

This Council hereby finds and determines that the City held fee title to the Property prior to the passage of this Ordinance and the City acquired the Property while engaged in urban redevelopment within the meaning of R.C. Section 5709.41.

Section 2.

The Designated Improvements described in Exhibit B attached hereto, intended to be made, or caused to be made, in support of the Project, are hereby designated urban redevelopment purposes that, once made, will support the City's Development Plans in furtherance of the City's urban renewal efforts.

Section 3.

One-hundred percent (100%) of the increase in the assessed value of each Parcel (including as each may be subdivided or combined) (each of which increase in assessed value is an "Improvement" as defined in R.C. Section 5709.41) shall be a public purpose and shall be exempt from real property taxation for a period commencing for each Parcel (as each may be subdivided or combined) the earlier of (i) the first tax year in which there is an increase in fair market value, attributable to the completed construction of a building or structure on a Parcel, of at least one hundred thousand dollars ($100,000) for each Parcel or (ii) tax year 2055, and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require Service Payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.41, 5709.42 and 5709.43 (the "TIF Exemption"). Notwithstanding any other provision of this Ordinance, this Ordinance provides duly authorized written consent in accordance with R.C. Section 5709.911(B) and confirms that the TIF Exemption granted pursuant to this Section 2 and the payment obligations established pursuant to Section 3 of this Ordinance are subject and subordinate to any CRA Exemptions applicable to the Structures on any of the Parcels approved by the City during the time that any CRA Exemption may be applicable to any Parcel within the Property, irrespective of the person or entity that files the DTE 24 exemption application pursuant to R.C. Section 5709.911.

Section 4.

As provided in R.C. Section 5709.42, the Owner of any Parcel with an Improvement exempt under Section 2 hereof is required hereby to make annual payments in lieu of taxes to the County Treasurer of Madison County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then-current rate established under R.C. 323.121 and 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if this Council had not authorized the TIF Exemption pursuant to this Ordinance. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by R.C. 319.302, 321.24, 323.152, and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the annual service payments in lieu of taxes and penalties and interest described above, the "Service Payments"). Such Service Payments will be allocated and distributed in accordance with Sections 3 and 4 of this Ordinance.

Section 5.

This Council hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.43, an urban redevelopment tax increment equivalent fund (the "TIF Fund"), into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements to Parcels of the Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.42, and hereby appropriates all of the moneys deposited in the TIF Fund from time to time to pay any costs permitted by R.C. Section 5709.41, including but not limited to, the Designated Improvements.

From amounts on deposit in the TIF Fund, the City shall pay the costs of any Designated Improvements related to the Parcels each as are determined by the City and further defined by Exhibit B attached hereto and incorporated herein by reference.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 2 hereof, after which said TIF Fund shall be dissolved in accordance with R.C. Section 5709.43(D). Upon dissolution, any incidental surplus money remaining in the Fund shall be transferred to the City general fund as provided in R.C. Section 5709.43(D).

Section 6.

This Council hereby approves the TIF Agreement with Developer and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, and attached hereto as Exhibit C, incorporated by reference, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the Mayor is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 7.

This Council hereby authorizes the Mayor or other appropriate officers of the City to take such actions as are necessary or appropriate to implement the transactions contemplated by this Ordinance, including the filing of one or more applications for exemption and any related forms in accordance with R.C. Section 5709.911.

Section 8. In accordance with Ohio Revised Code Section 5709.832, the City hereby determines that no employer located in the Property shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

Section 9.

This Council hereby finds and determines that notice of this proposed Ordinance has been delivered to the School Districts in accordance with R.C. Section 5709.83, and hereby ratifies the giving of that notice.

Section 10.

The City hereby designates the Madison County Tax Incentive Review Council (the "TIRC") as the TIRC that shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

Section 11.

The Clerk of this Council is hereby directed to deliver, not later than 15 days after the effective date of this Ordinance, a copy thereof to the Director of the Department of Development of the State of Ohio and to further deliver to such Director, not later than March 31 of each year during which the tax exemption remains in effect, a status report outlining the progress of the project herein described.

Section 12.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

Cash & Harris Inc. Form 300

Ordinance No. _____ Passed _____, 20 ____

Section 13.
This Ordinance shall take effect and be in force at the earliest date permitted by law.

PASSED:

ATTEST:

_____
Matt Edginton
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

Date of Approval:_____

APPROVED:

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.209-24 was posted in a newspaper of general circulation on the_____day of_____, 2024 and on the_____day of_____, 2024

_____
Clerk

19525057v2

Casto & Harris Inc. EH412692LD Form: S-300

Ordinance No. _____ Passed _____, 20____

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Michael Norman			

CERTIFICATE

The undersigned, Clerk of the Council of the City of London, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. _____-24, passed by the Council of the City of London, Ohio on the _____day of _____, 2024.

_____
Matt Edgington
Clerk of Council

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is the real property situated in the City of London, County of Madison, State of Ohio that as of the date of this Ordinance is identified by the County Auditor of Madison County, Ohio as having tax parcel identification numbers listed below, as that real property may be subdivided, combined and be designated with different parcel numbers from time to time, and as depicted in the below map highlighted in blue:

31-03391.001

31-03584.000

31-03578.000

31-03578.001

31-03586.000

32-00007.000

EXHIBIT
209-24



For the avoidance of doubt, the Parcels of the Property shall consist of the Parcels comprising the Property identified below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time by the Company, the City, and the Madison County Auditor.

EXHIBIT B

DESCRIPTION OF THE DESIGNATED IMPROVEMENTS

The Designated Improvements include "public infrastructure improvements" as defined in Ohio Revised Code Section 5709.40(A)(8), and private improvements for urban redevelopment purposes, and include, but are not limited to, acquiring and constructing the infrastructure and other improvements described below, all as selected and determined in the sole discretion of the City, in consultation with the Developer, in accordance with the TIF Statutes and its related rules and laws:

- Any costs of private improvements to the Property; and
- Community facilities, land acquisition, and land development, as each may be authorized by any new community authority district that may be established pursuant to Ohio Revised Code Chapter 349 in which the Parcels or any portion of any Parcel comprising the Property may be located from time to time; and
- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto; and
- Construction, reconstruction or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly-owned utilities), storm and sanitary sewers (including necessary site grading therefore), and improvements, water and fire protection systems, and all other appurtenances thereto; and
- Construction, reconstruction or installation of publicly-owned gas, electric, and communication service facilities, and all other appurtenances thereto; and
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto; and
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements; and
- Any on-going administrative expenses relating to the public infrastructure improvements and private improvements for urban redevelopment purposes as well as maintaining the TIF

revenues, including but not limited to, engineering, architectural, legal, and other consulting and professional services; and

- All inspection fees and other governmental fees related to the foregoing; and
- Any and all other costs of the public infrastructure improvements and private improvements for urban redevelopment purposes related to the Property, all as determined by the City in its sole discretion and in accordance with the TIF Statutes and its related rules and laws.

The Designated Improvements for urban redevelopment purposes related to any Parcel or any portion of any Parcel specifically include the costs of financing the Designated Improvements for urban redevelopment purposes, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Designated Improvements. "Costs" specifically include any reimbursement payments for the reimbursement of the costs of the Designated Improvements and the debt service on any bonds or other obligations issued to finance the Designated Improvements (including fees and administrative expenses of, and fund reserve funds necessary to pay or service any bonds or other obligations) all as determined by the City in its sole discretion and in accordance with the TIF Statutes and its related rules and laws.

EXHIBIT C

Form of TIF Agreement

[See Attached]

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this "Agreement") is made and entered into as of this [__] day of [_____], 2024 (the "Effective Date"), by and between the CITY OF LONDON, OHIO, an Ohio municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio (the "City"), and TOM CAT, LLC, an Ohio limited liability company (the "Company").

WITNESSETH:

WHEREAS, Company has acquired certain real property which is located within the jurisdiction of the City, known on the Effective Date as Parcel Numbers: 31-03391.001, 31-03584.000, 31-03578.000, 31-03578.001, 31-03586.000, and 32-00007.000 (each a "Parcel", and collectively, the "Parcels") in the records of the Office of the Auditor of Madison County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description in the form of a land survey of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Company plans to develop the Property as a mixed-use development for commercial and public purposes, including but not limited to office, retail, multi-family residential, and other commercial and mixed-use purposes (the "Private Improvements"); and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain Designated Improvements and private improvements for urban redevelopment purposes as described in Section 4 and in Exhibit B attached hereto and incorporated herein by reference (the "Designated Improvements"), which the City and Company agree will benefit and serve the Property; and

WHEREAS, the City desires to form a tax increment financing program in accordance with Ohio Revised Code ("O.R.C.") Section 5709.41, and in accordance with the terms of this Agreement, for the purpose of providing the means to fund or reimburse the costs of constructing the Designated Improvements; and

WHEREAS, by its Ordinance No. [_____]-24 passed on [_____] [__] (the "TIF Ordinance"), the City has declared that one-hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (such increase, as further defined in O.R.C. Section 5709.41 and the TIF Ordinance, is hereinafter referred to as the "Improvement"), is a public purpose and is exempt from taxation for a period commencing for each Parcel (as each may be subdivided or combined) the earlier of (i) the first tax year in which there is an increase in fair market value, attributable to the completed construction of a building or structure on a Parcel, of at least one hundred thousand dollars ($100,000) for each Parcel or (ii) tax year 20554, and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require Service Payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.41, 5709.42 and 5709.43 (the "TIF Exemption"); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to require the current owners of each Parcel and any future owners of each

Parcel (each such owner referred to herein individually as an "Owner" and collectively as the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Madison County Treasurer (the "County Treasurer"), which Service Payments will be used, in part, to pay the costs of Designated Improvements, all pursuant to and in accordance with O.R.C. Sections 5709.41, 5709.42, 5709.43, 5709.82, and 5709.83 (collectively, the "TIF Statutes"), the TIF Ordinance, and this Agreement; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Company to proceed with the construction of the Designated Improvements, the parties agree to the foregoing and as follows:

Section 1. Obligation to Make Service Payments.

(a) Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels until the respective expirations of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under O.R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Private Improvement to that Parcel (after credit for any other payments received by the City under O.R.C. Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to each Parcel, with such payments referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The City, Company, and each Owner agrees that the London Gateway urban redevelopment tax increment equivalent fund TIF Fund shall be created pursuant to the TIF Ordinance (the "TIF Fund"), which will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Improvements to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

(b) Priority of Lien. Company acknowledges, for itself and any and all future Owners, that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Private Improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and

actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against that Owner.

(d) Recordation. Promptly following the date when Company has obtained legal ownership of all or any portion of the Property, it shall, at its sole cost and expense, cause an instrument to be recorded in the Madison County, Ohio real property records for each Parcel that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Section 323.11 and O.R.C. Section 5709.91, be prior to any mortgage, assignment, lease, or other conveyance by the Owners of any of their part of or interest in the Parcels and prior to any security instrument encumbering all or any part of or interest in the Parcels; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the term of this Agreement, the Owners shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels, and of any improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns, or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of O.R.C. Section 5709.91. It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City and Company whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full periods of all of the TIF Exemption enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner's ownership of all or any portion of any Parcels and only with respect to the portion of a Parcel which is owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, the City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. Establishment of TIF Fund by the City. The City agrees that it shall establish the TIF Fund as a deposit fund to be held in the custody of the City for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to City. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, the County Treasurer is required to make distribution of the Service Payments to City, and any Service Payments received by the City shall be deposited to the TIF Fund. All funds on deposit in the TIF Fund shall be used as provided in Section 4 of this Agreement.

Section 3. Exemption Applications, Withdrawal, Maintenance and Notice. Company, or the City if the Company no longer owns the real property for which a TIF Exemption is being applied, shall prepare, execute, and file such applications, documents, and other information with the appropriate officials of the State, the Owners, the City, or other public bodies as may be required to consent to or claim the TIF Exemption. The City, Company, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining the TIF

Exemption. The City, Company, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the TIF Exemption, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption or the Service Payments.

The Company agrees to require each Owner to appoint the City, when the Company no longer owns the real property, as its agent and representative and shall grant a power of attorney to the City for the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemption (a "TIF Exemption Form"). The Company or the Owners, as applicable, shall cause notice of the TIF Exemption Forms to be recorded and prepared in accordance with the provisions of O.R.C. Section 5709.911(C)(1) in the County Recorder of Madison County, Ohio.

Section 4. Reimbursement for Costs of Designated Improvements. The Designated Improvements will be constructed by Company with timing that is determined in the Company's sole discretion.. For purposes of this Agreement, costs of the Designated Improvements eligible for reimbursement shall include the actual costs of the Designated Improvements and all items of "costs of permanent improvements" set forth in O.R.C. Section 133.15(B) and incurred by Company directly or indirectly with respect to the Designated Improvements (collectively, the "Company Costs"). By and through the TIF Ordinance and by this Agreement, the City has designated all of the Designated Improvements as urban redevelopment purposes that, once made, will support the City's urban renewal efforts for purposes of O.R.C. Section 5709.41.

The City and Company agree that the Company Costs shall be paid and reimbursed as follows:

(a) First, Company Costs will be reimbursed with Interest (defined below) (the "Reimbursement Obligation") from the TIF Fund as detailed in this Agreement; and

(b) Second, after all Company Costs have been reimbursed with Interest, the TIF Fund will be available to the City.

The City and Company agree that the Reimbursement Obligation is offered by the City to the Company in consideration of the Company's investment in the Designated Improvements in support of, benefitting, or serving the Property. In addition, those portions of the Company Costs which have been expended by the Company but have not been reimbursed as provided in this Agreement shall accrue interest to be calculated as of the date the City has approved a Written Requisition (defined below) pursuant to Section 5 herein at the higher of (i) the rate of eight and ninety-nine hundredths percent (8.99%) per year, or (ii) if a governmental issuer has issued revenue bonds secured with the Reimbursement Obligation or service payments in lieu of taxes, the rate of interest paid on those revenue bonds, or (iii) the most recent annual rate of interest announced by *The Bond Buyer 25-Bond Revenue Bond Index*, plus three hundred (300) basis points ("Interest") until such costs have been reimbursed to the Company in full.

Amounts deposited in the TIF Fund shall be disbursed as follows: (i) *first*, 100% to reimburse Company for the Company Costs until all accrued and unpaid Interest thereon has been

paid in full; and (ii) *second*, after the Company confirms in writing to the City, which such writing shall not be unreasonably withheld by the Company upon request for verification of by the City, that the City has fulfilled the Reimbursement Obligation, plus applicable Interest, to the City for any purpose permitted under the TIF Statutes and the TIF Ordinance, as each may be amended from time to time. Any Designated Improvements may be reimbursed using the TIF Fund.

Notwithstanding any insufficiency in the amounts available in the TIF Fund to make payments to the Company under this Agreement, the City may use any monies remaining on deposit in the TIF Fund after fulfillment of the Reimbursement Obligation to pay City Costs of any Designated Improvements and for any other purpose in accordance with applicable law. The City shall submit to the Company an accounting or record of all amounts paid out of the TIF Fund and all payments made to the Company out of the TIF Fund upon request and until such time as all amounts due to the Company pursuant to the Reimbursement Obligation as contemplated in this Agreement have been paid in full.

Subsequent to the submission of the first Written Requisition (defined below) by Company, the City shall pay to the Company, within thirty (30) days following the City's approval of a Written Requisition as provided in Section 5 of this Agreement, the lesser of (i) the approved Company Costs shown in the Written Requisition, or (ii) the monies in the TIF Fund available to reimburse Company at that time in accordance with this paragraph and other provisions of this Agreement.

Should insufficient funds be available to reimburse the Company from the TIF Fund at the time of the City's approval of a Written Requisition, then the City shall maintain a record of such unreimbursed amounts, and the City shall pay to the Company such amounts, together with Interest on those amounts as described below, within thirty (30) days after such funds are available in the TIF Fund.

Should insufficient funds be available to reimburse the Company from the TIF Fund at the time of the City's approval of a Written Requisition, then Interest shall accrue on unpaid amounts, beginning with the thirtieth (30th) day following the City's receipt of the Written Requisition, at a fixed rate as provided in this Agreement. Funds paid to the Company by the City in accordance with this Agreement shall be applied first to components of the Designated Improvements representing accrued and unpaid Interest prior to being applied to components of the Designated Improvements that do not represent Interest. Company and the City intend that the interest payable by the City under this Agreement shall be exempt from federal income taxation and taxation by the State of Ohio to the extent permitted by law; provided, however, Company may, by written notice delivered to the City prior to commencement of the City's obligation to make payments for the Company Costs under this Agreement, elect to have the Interest payable by the City not be exempt from taxation and have the Company Costs accrue taxable interest. With respect to any portion of that Interest so intended to be exempt from federal and Ohio taxation, the City covenants that it will, to the extent possible, (i) comply with all applicable laws to obtain and maintain the Federal and State of Ohio tax exemptions for such Interest, including any expenditure requirements, investment limitations, rebate requirements or use restrictions, and (ii) without limiting the generality of the foregoing, that it will restrict the use of any "proceeds" of this Agreement (as defined in the Code, as defined below) in such

manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the City's obligation is incurred, so that this Agreement will not constitute an "arbitrage bond" under Sections 103(b)(2) and 148 of the Code, and will timely file an IRS Form 8038G or any other required information statement or filing when applicable. For purposes of this Agreement, "Code" means, collectively the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations, whether temporary or final, under the Internal Revenue Code of 1986 or the statutory predecessor of the Internal Revenue Code of 1986, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

Notwithstanding any other provision of this Agreement the City's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and Company does not have the right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation and accrued and unpaid Interest thereon; and

Section 5. Approval of Company Costs of Designated Improvements. The City Fiscal Officer shall, on behalf of the City, reimburse the Company Costs to Company according to one or more written requisitions submitted by the Company to the person or entity acting as the City Auditor (the "City Auditor"), substantially in the form attached hereto and incorporated herein by reference as Exhibit C (a "Written Requisition"). Company may submit up to four (4) Written Requisitions per calendar year. The City's obligation to make payments to the Company for reimbursement of any Company Costs shall commence with respect to a particular Company Cost when the City Auditor approves a Written Requisition for such Company Cost. The City Auditor shall approve a Written Requisition only if the following conditions have been met:

(a) Company has provided to the City Auditor a Written Requisition substantially in the form attached hereto as Exhibit C and the City Auditor has determined that the amounts on that Written Requisition are properly payable under the TIF Ordinance and this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed; and

(b) The work associated with the Written Requisition is complete and has been done in material conformance with all relevant government-approved specifications and plans for that work.

All Company Costs for Designated Improvements identified in section (a) of Exhibit B attached to this Agreement are approved by the City as properly payable under the TIF Ordinance and this Agreement, and the City shall not reject any portion of such Company Costs on the basis that they are not properly payable under the TIF Ordinance and this Agreement. For all other Company Costs for Designated Improvements other than those identified in Exhibit B attached to this Agreement, Company may request a written determination from the City Auditor in advance of incurring any expenditures for any such Company Costs that, upon making those expenditures and documenting those expenditures to the reasonable satisfaction of the City, those expenditures will be properly payable under the TIF Ordinance and this Agreement. Any request made pursuant to this provision shall not be unreasonably withheld, conditioned, or delayed by the City Auditor, and

the City Auditor shall make a determination on each request within fifteen (15) business days of receiving that request. The City Auditor shall not reject any portion of such Company Costs identified on a Written Requisition on the basis that they are not properly payable under the TIF Ordinance and this Agreement if the City Auditor has made a prior written determination that those Company Costs are properly payable pursuant to this provision. The City Auditor and the City Fiscal Officer shall act for the City under this Section.

Section 6. City Covenant Not to Divert TIF Fund. The City covenants that it will not agree or consent to any amendment, modification or change to the TIF Ordinance or this Agreement without the prior written approval of the Company until the Reimbursement Obligation and all accrued and unpaid Interest has been paid in full to Company. Any change to the provisions of this Agreement or to the distribution of Service Payments deposited in the TIF Fund shall be approved by the Company and the City in an amendment to this Agreement. The City agrees that so long as the TIF Exemption pursuant to the TIF Ordinance is in effect, it shall not consent to any exemption from real property taxation for the Property pursuant to any other tax exemption or tax abatement program without the prior written approval of the Company.

Section 7. Certain Representations and Warranties of the City. The City represents and warrants as of the date of delivery of this Agreement that:

(a) It is a City and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State of Ohio or of the United States of America applicable to the City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe, and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance, and performance of this Agreement.

(f) The TIF Ordinance has been duly passed by the City, has not been amended, modified, or repealed, and is in full force and effect.

(g) It will deposit into the TIF Fund all Service Payments and Property Tax Rollback Payments received by it and any investment earnings on that money or other amounts held in the TIF Fund.

(h) So long as any Company Costs of the Designated Improvements are outstanding, it will not amend, modify or repeal the TIF Ordinance in any way or pass any other legislation or take any action that would affect the amount of Service Payments and Property Tax Rollback Payments deposited into the TIF Fund except as approved by the Company or required by law.

(i) It will not transfer, encumber, spend, or use any monies on deposit in the TIF Fund other than as provided in this Agreement and in the assignment and acknowledgement associated with this Agreement.

(j) There is no litigation pending or to its knowledge threatened against or by the City wherein an unfavorable ruling or decision would materially and adversely affect the City's ability to carry out its obligations under this Agreement.

Section 8. Certain Representations and Warranties of the Company. The Company hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and it has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It either owns, is a party to one or more written contracts to purchase, or holds an option to purchase, the Parcel, and such written contracts remain effective on the Effective Date.

(c) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct or cause to be constructed the Private Improvements and the Designated Improvements, and it has duly executed and delivered this Agreement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Private Improvements or the Designated Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Private Improvements or the Designated Improvements.

(f) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

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

Section 10. Prevailing Wage. The Company does not intend to construct Designated Improvements as a construction agent of the City, and the Company and the City agree that the construction contracts held by the Company for Designated Improvements constructed by the company or its agents are not subject to the prevailing wage requirements of O.R.C. Chapter 4115. The City may, from time to time, construct some portions of the Designated Improvements, or may authorize another "public authority" (as defined in O.R.C. Section 4115.03(A)), to construct some portions of the Designated Improvements, and such construction is subject to the prevailing wage requirements of O.R.C. Chapter 4115. Accordingly, all wages paid to laborers and mechanics employed by the City or its agents to construct such Designated Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by such Designated Improvements, which wages must be determined in accordance with the requirements of O.R.C. Chapter 4115. The City agrees to (i) obtain the determination required by O.R.C. Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by such Designated Improvements, (ii) designate a prevailing wage coordinator for such Designated Improvements, and (iii) ensure that all subcontractors receive notification of changes in prevailing wage rates as required by O.R.C. Chapter 4115. The City and the Company agree that the Company has no responsibility with respect to prevailing wage requirements of O.R.C. Chapter 4115 for Designated Improvements constructed by the City or its agents.

Section 11. Estoppel Certificate. Within thirty (30) days after a request from the Company or any Owner of a Parcel, the City will execute and deliver to the Company or the Owner or any proposed purchaser, mortgagee, or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants, or conditions of this Agreement, or, if Company or Owner is in default, specifying such default; and (iii) such other matters as Company or Owner reasonably requests.

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices,

certificates, requests, or other communications must be sent. The present addresses of the parties follow:

(a)	To the City:	City of London, Ohio 20 S. Walnut Street Suite 100 London, Ohio 43021 Attention: City Mayor
	With a Copy To:	City of London, Ohio 20 S. Walnut Street Suite 102 London, Ohio 43021 Attention: Law Director
(b)	To the Company:	Tom Cat, LLC 305 Patriot Circle London, Ohio 43140 Attention: Paul Gross
	With a Copy To:	Bricker Graydon LLP 100 S. Third St. Columbus, OH 43215 Attention: J. Caleb Bell, Esq.

Section 13. Successors; Amendments; City Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the benefit of the Company and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of the City to be given under this Agreement may be given by its fiscal officer or administrator and must be given in writing.

The City and Company may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that Company may, without the consent of the City, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Company, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Designated Improvements or the Private Improvements, which assignment may include an assignment to a governmental issuer of revenue bonds or its trustee for purposes of such financing, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Company pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Company as if it was the Company under this Agreement, which designation may include an assignment to a governmental issuer of revenue bonds or its trustee for purposes of obtaining financing (including any refinancing), and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the

Service Payments payable to the Company pursuant to this Agreement to a designee, which assignment may include an assignment to a governmental issuer of revenue bonds or its trustee for purposes of obtaining financing (including any refinancing).

The City shall execute an acknowledgment of any assignment authorized by this Section 13. The City will cooperate with any reasonable assignment request made by the Company in connection with any financing (or refinancing) of the Designated Improvements or the Private Improvements. City agrees upon request of the Company in connection with that financing (or refinancing) to consent to any third-party assignment by the Company of its interest in the TIF Fund.

Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

Section 14. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the City, the members of the City Council, nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by the City against the Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Private Improvements and the Designated Improvements, or any parts thereof or any interest therein.

Section 15. Events of Default and Remedies.

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

(i) The City fails to make any payment punctually and as required under this Agreement;

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

(iii) The Company or the City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(iv) The Company files a petition for the appointment of a receiver or a trustee with respect to it or any of the Property;

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

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

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

As used in this Section 15, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State of Ohio (and in the case of a Force Majeure claim by the Company, the City or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations). However, the inability of the City to make any payment required under this Agreement and the inability of the Company to obtain financing for its obligations hereunder are expressly excluded from being a Force Majeure event.

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

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 15, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to

enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 16. Mutual Dependency and Severability. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another; provided, that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable.

Section 17. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 19. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Madison, State of Ohio.

Section 20. Additional Documents. The City, Company and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 21. Release. Upon satisfaction of the Company's obligations under this Agreement and the expiration of the TIF Exemptions under the TIF Ordinance, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the City shall, upon request of the Company or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.

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

CITY OF LONDON, OHIO, as the City

By: _____

Print Name: Patrick Closser

Title: City Mayor

Date: [_____] [__], 2024

Approved as to Form:

By: _____

Print Name: Jennifer Hitt

Title: Law Director

TOM CAT, LLC, as the Company

By: _____

Print Name: Paul J. Gross

Title: Managing Member

Date: [_____] [__], 2024

FISCAL OFFICER'S CERTIFICATE

As City Auditor for the City of London, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, or upon implementation of the processes under O.R.C. Sections, 5709.41, 5709.42, and 5709.43, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with O.R.C. Sections 5705.41 and 5705.44.

CITY OF LONDON, OHIO, as the City

By: _____

Print Name: Kenna Combs

Title: City Auditor

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is the real property situated in the City of London, County of Madison, State of Ohio that as of the date of this Ordinance is identified by the County Auditor of Madison County, Ohio as having tax parcel identification numbers listed below, as that real property may be subdivided, combined and be designated with different parcel numbers from time to time, and as depicted in the below map highlighted in blue:

31-03391.001

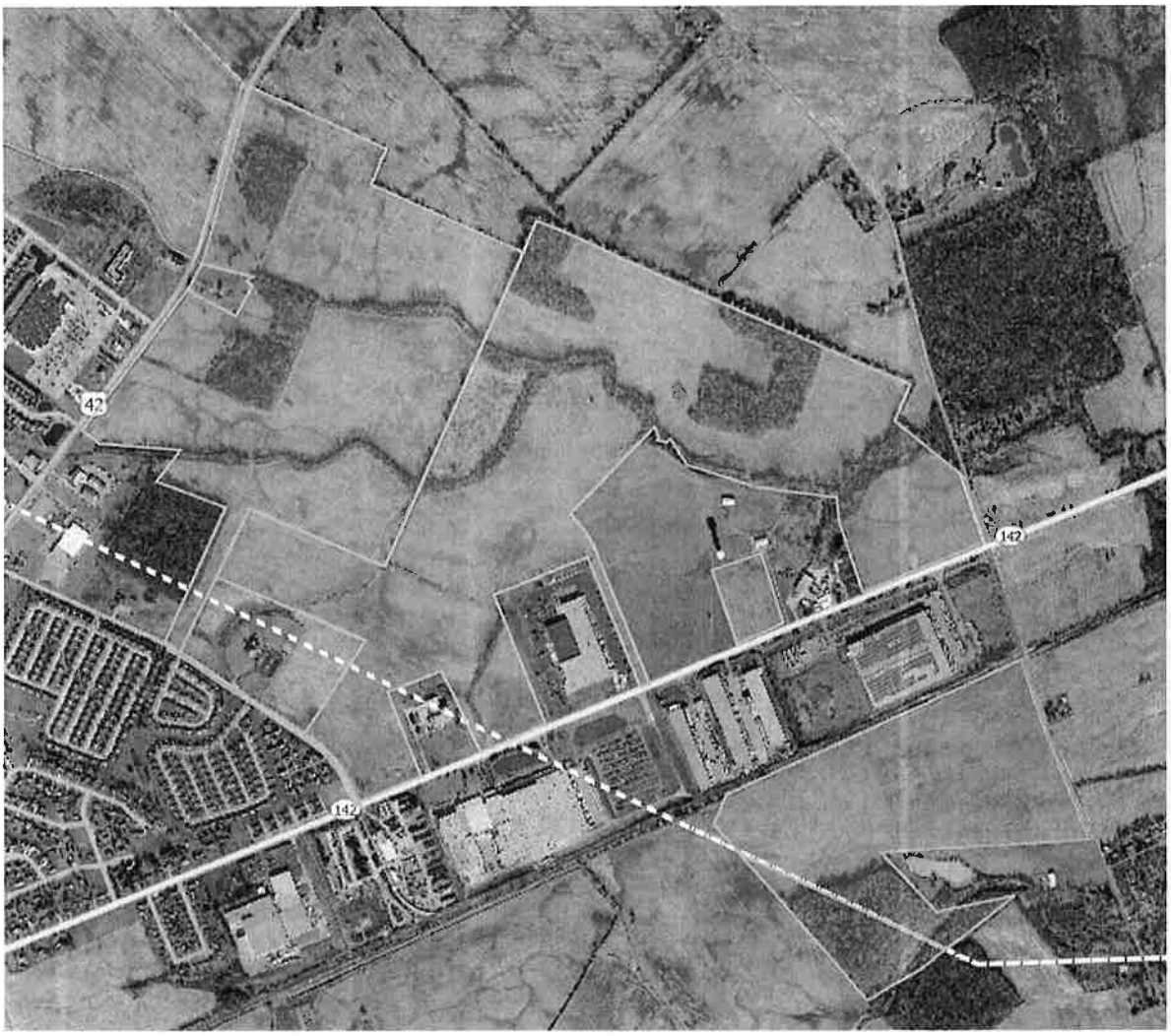
31-03584.000

31-03578.000

31-03578.001

31-03586.000

32-00007.000



For the avoidance of doubt, the Parcels of the Property shall consist of the Parcels comprising the Property identified below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time by the Company, the City, and the Madison County Auditor.

EXHIBIT B

DESCRIPTION OF THE DESIGNATED IMPROVEMENTS

The Designated Improvements include "public infrastructure improvements" as defined in Ohio Revised Code Section 5709.40(A)(8), and private improvements for urban redevelopment purposes, and include, but are not limited to, acquiring and constructing the infrastructure and other improvements described below, all as selected and determined in the sole discretion of the City, in consultation with the Developer, in accordance with the TIF Statutes and its related rules and laws:

- Any costs of private improvements to the Property; and
- Community facilities, land acquisition, and land development, as each may be authorized by any new community authority district that may be established pursuant to Ohio Revised Code Chapter 349 in which the Parcels or any portion of any Parcel comprising the Property may be located from time to time; and
- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto; and
- Construction, reconstruction or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly-owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all other appurtenances thereto; and
- Construction, reconstruction or installation of publicly-owned gas, electric, and communication service facilities, and all other appurtenances thereto; and
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto; and
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements; and
- Any on-going administrative expenses relating to the public infrastructure improvements and private improvements for urban redevelopment purposes as well as maintaining the

TIF revenues, including but not limited to, engineering, architectural, legal, and other consulting and professional services; and

- All inspection fees and other governmental fees related to the foregoing; and
- Any and all other costs of the public infrastructure improvements and private improvements for urban redevelopment purposes related to the Property, all as determined by the City in its sole discretion and in accordance with the TIF Statutes and its related rules and laws.

The Designated Improvements for urban redevelopment purposes related to any Parcel or any portion of any Parcel specifically include the costs of financing the Designated Improvements for urban redevelopment purposes, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Designated Improvements. "Costs" specifically include any reimbursement payments for the reimbursement of the costs of the Designated Improvements and the debt service on any bonds or other obligations issued to finance the Designated Improvements (including fees and administrative expenses of, and fund reserve funds necessary to pay or service any bonds or other obligations) all as determined by the City in its sole discretion and in accordance with the TIF Statutes and its related rules and laws.

EXHIBIT C

FORM OF WRITTEN REQUISITION

[For Company Costs of Designated Improvements]

To: City of London, Ohio
City Hall
20 S. Walnut Street
Suite 101
London, Ohio 43140
Attention: City Auditor

Subject: Request for Reimbursement for Company Costs of Designated Improvements pursuant to the terms of the Tax Increment Financing Agreement dated [_____] [__], 2024 (the "Agreement"), by and between the CITY OF LONDON, OHIO and TOM CAT, LLC (the "Company").

You are hereby requested to approve the amount of $[_____] as Company Costs for the purposes set forth in Item 1 attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

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

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

(ii) The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Company Cost (as defined in the Agreement), and has not been the basis of any previous reimbursement request;

(iii) The Company is in material compliance with all provisions and requirements of the Agreement;

(iv) The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

(v) The Company has, or the appropriate parties on the Company's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Designated Improvements or any part thereof which warranties have vested in the Company;

EXECUTED this [____] day of [_____], 20[__].

_____

By:_____

Printed:_____

Title: _____

ITEM 1

Requisition No. [_____] for the Company Costs

Pay to [_____]

Amount $[_____]

For Account of:
Account Number:
Wiring Instructions:

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

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

RESOLUTION 128-25
Sponsored by: Brent McDaniels

A RESOLUTION AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PERSONAL PROPERTY NO LONGER NEEDED FOR CITY PURPOSES

WHEREAS, the City owns personal property that they would like to sell; and

WHEREAS, said personal property is no longer needed by the City for its purposes and wishes to dispose of the property in accordance with law.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

The Safety Service Director is hereby authorized to advertise for sealed bids to sell the personal property in accordance with R.C. § 721.15

Hustler zero turn mower, model # 939314, Serial # 19013957

Durapatcher, model # 125 DJT, Serial # 12983

SECTION II:

That this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____ _____

Matt Edgington
Clerk of Council

Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____

Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.133-25 was posted in a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 130-25
Sponsored by: Lisa Jackman

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ADVERTISE FOR BIDS FOR TRASH HAULING SERVICES

WHEREAS, the Safety Service Director needs to advertise for bids for trash hauling services; and

WHEREAS, the Safety Service Director must advertise for bids for the lowest and best bidder

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

That the Safety Service Director is hereby authorized to advertise for bids.

SECTION II:

That this Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.130-25 was posted in a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

ORDINANCE 131-25
Sponsored by: John Stahl

AN ORDINANCE AMENDING SECTION 209 OF THE CODIFIED ORDINANCES

WHEREAS, the City would like to amend the current ordinance; and

WHEREAS, this Council must act to approve the recommendations.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

Section 209.03 of the Codified Ordinances shall be and hereby is amended to reflect the following: See attached

SECTION II:

That this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.131-25 was posted in a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

209.03 COSTS FOR PUBLIC RECORDS.

The City will charge those seeking public records only the actual cost ~~of making copies~~ to fill the request. Such charges must be paid in advance by the requestor.

(a) The charge for paper copies is five cents ($0.05) per page.

(b) The charge for downloaded computer files to a compact disc is one dollar ($1.00) per disc.

(c) The City does not charge for e-mailing documents.

(d) Requesters may ask that the City mail documents to them. The City will charge the actual cost of the postage and mailing supplies. Such charges must be paid in advance by the requestor.

(e) The charge for preparing law enforcement video records shall be the actual costs of preparing the video record for inspection or production, not to exceed seventy-five dollars per hour, and not to exceed seven hundred fifty dollars total per video requested. Actual costs include all costs related to reviewing, blurring or otherwise obscuring, redacting, uploading, or producing the video records, including but not limited to the storage medium on which the record is produced, staff time, and any other relevant overhead necessary to comply with the request.



ORDINANCE 132-25
Sponsored by: Brent McDaniels

AN ORDINANCE AMENDING SECTION 1446 OF THE CODIFIED ORDINANCES

WHEREAS, the City would like to amend the current ordinance; and

WHEREAS, this Council must act to approve the recommendations.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

Section 1446 of the Codified Ordinances shall be and hereby is amended to reflect the following: See attached

SECTION II:

That this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.132-25 was posted in a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

CHAPTER 1446
Registration of Commercial Contractors

1446.01 Definitions.

1446.02 Contractor registration and requirements.

1446.03 Term and renewal.

1446.04 Revocation or suspension of registration.

1446.05 Assignment, transfer or use by third person.

1446.06 Exemptions.

1446.07 Right to appeal.

1446.99 Penalty.

1446.01 DEFINITIONS.

For the purpose of this chapter, the following words and terms shall have the following meanings:

(a) "Contractor" means any person, firm or corporation which builds, constructs, repairs, replaces, remodels, alters or otherwise improves any land or building, or any portion thereof, as a business for profit in the City. "Contractor" includes, without limitation, the following crafts, trades and businesses:

General contractor

Roofing contractor

Electrical contractor

Demolition contractor

Sign erector

HVAC contractor

Framing carpenter

Fire protection contractor

Drywall contractor

Landscaping including arborist and tree trimmer

Pool installer

Hydronics contractor



Excavating contractor

Plaster contractor

Steel erectors

Waterproofing contractor

Replacement window contractor

Insulation contractor

Fencing contractor

Sewer tapper

Paving contractor

Concrete contractor

Refrigeration contractor

Foundation contractor

Garage door

Gutter installation

Commercial snow removal

Exterior plumber

(b) "General contractor" means any person, firm or corporation, fitting the definition of contractor herein, who coordinates other contractors working on the same project.

(c) "Subcontractor" means any person, firm or corporation, fitting the definition of contractor herein, who performs a special skill, trade, craft or profession as a part of a construction contract on behalf of a general contractor.

(d) "Immediate family" means an owner's spouse, child, parent, stepparent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin.

1446.02 CONTRACTOR REGISTRATION AND REQUIREMENTS.

(a) Any contractor, general contractor or subcontractor engaged in contracting, construction, alteration, repair, replacement or removal or demolition of property, as business for profit in the City shall, before performing any work within the corporation limits of London, register with the Safety Service Director as set forth herein.

(b) Requirements.

(1) A contractor, general contractor, or subcontractor seeking to be registered shall submit the following to the Safety Service Director:

A. A certificate of liability insurance in the amount not less than one hundred thousand dollars ($100,000) per person or three hundred thousand dollars ($300,000) per occurrence for bodily injury, and fifty thousand dollars ($50,000) per accident for property damage (except automobile), for any and all losses to persons by reason of any negligence on the part of himself or his agents or employees while engaged in the performance of construction work in the City. Failure on the part of the contractor to maintain this insurance coverage on a continuous basis will result in automatic cancellation of the registration/license. Provision will be made by the contractor to have his insurance company give the City at least fifteen days prior written notice in the event of cancellation or non-renewal of this insurance coverage;

B. Proof of compliance with the State of Ohio's Workers Compensation Laws;

C. Certificate of registration with the City of London's Income Tax Department;

D. A current copy of his or her license issued pursuant to R.C. Chapter 4740 by the OCIEB (Ohio Construction Industry Examining Board) to the contractor or an employee of said contractor, if such a license is required for the contractor's trade or certificate issued pursuant to R.C. § 3737.65 by the Ohio Fire Marshal; and

E. A registration fee of ~~twenty-five dollars ($25.00)~~ one hundred dollars ($100.00) for the initial registration and ~~twenty-five dollars ($25.00)~~ one hundred dollars ($100.00) for any renewal.

(2) Upon submission of the items required above, the Safety Service Director or designee of the Safety Service Director shall issue a registration certificate. The Safety Service Director or designee of the Safety Service Director may deny the application if the contractor fails to submit any of the items required above.

(c) No contractor, general contractor or subcontractor shall knowingly fail to register with the Safety Service Director to perform any work in within the City of London.

1446.03 TERM AND RENEWAL.

A registration certificate issued pursuant to this chapter shall be valid ~~until December 31~~ for one year from the date of issuance and shall be renewed annually thereafter.

1446.04 REVOCATION OR SUSPENSION OF REGISTRATION.

(a) Any registration or permit may be revoked by the Safety Service Director or designee of the Safety Service Director at any time for conditions or considerations which, had they existed at the time of issuance, would have been valid grounds for its denial; for the violation of any provision of this chapter or any other law, ordinance, code or regulation within the jurisdiction of

the Safety Service Director relating to the matter for which the license or permit was issued or upon conviction of the holder of any federal, state or city law or ordinance, involving moral turpitude. Such revocation shall become effective upon notice served upon the holder or upon notice being posted upon the premises relating to the license or permit.

(b) Except as otherwise provided by law, the Safety Service Director or designee of the Safety Service Director may issue an order suspending a registration or permit, which suspension shall become effective immediately upon service of written notice thereof upon the holder. Such notice shall specify the reason for the suspension and may provide conditions under which reinstatement of the license or permit may be obtained. Upon compliance with such conditions within the time specified, the registration or permit shall be restored.

1446.05 ASSIGNMENT, TRANSFER OR USE BY THIRD PERSON.

A registered contractor shall not assign, transfer or allow any other person to use his or her or its registration certificate for any purpose. Such act shall result in suspension of registration. The fee for reinstatement of such registration shall be double the initial registration fee.

1446.06 EXEMPTIONS.

The following are exempt from the registration requirements of Section 1446.02:

(a) Homeowners. No provision of registration shall be interpreted to require that the owner of a one-family dwelling or a member of his or her immediate family who does work on said dwelling shall be registered to perform work upon the premises occupied, or to be occupied, by the owner thereof as such owner's established residence

(b) Owners of Rental Properties. No provision of registration shall be interpreted to require that the owner of a residential rental property be registered as a contractor in order to perform work on property owned by him or her.

1446.07 RIGHT TO APPEAL.

Except as otherwise provided by law, any applicant for a registration certificate hereunder which has had such certificate denied, or which has had such certificate suspended or revoked under the provisions of this chapter, shall have the right to appeal such denial, suspension or revocation. Such appeal shall be filed with the Safety Service Director within three business days of such denial, suspension or revocation, or notice thereof. The Safety Service Director shall transmit the file relating to the matter to the Board of Zoning Appeals. The Safety Service Director shall serve written notice, by registered or certified mail, upon the appellant of the time,

place and date of the hearing on the appeal, and the same shall be set for the meeting of the Board of Zoning Appeals, providing that such date permits ten days' notice thereof to the appellant, and providing further that the appellant may waive written notice in order to expedite the hearing of the appeal. The appellant may appear and be heard in person, or by counsel. Failure to appear at the hearing shall be deemed to be a withdrawal of the appeal, unless prior thereto, the appellant has, through the Board of Zoning Appeals, requested a continuance.

1446.99 PENALTY.

(a) Whoever violates any provision of this chapter is guilty of a minor misdemeanor for a first offense. Each day's violation shall constitute a separate offense.

(b) Whoever violates any provision of this chapter for the second offense within a twenty-four month period is guilty of a fourth degree misdemeanor and shall be fined not more than two hundred fifty dollars ($250.00) and a maximum of thirty days in jail. Each day's violation shall constitute a separate offense.

RESOLUTION NO. 134-25
SPONSORED BY: SHANNON TREYNOR

DETERMINING THAT THE ESTABLISHMENT OF THE LONDON GATEWAY NEW COMMUNITY AUTHORITY WILL BE CONDUCIVE TO THE PUBLIC SAFETY, CONVENIENCE, AND WELFARE AND IS INTENDED TO RESULT IN THE DEVELOPMENT OF A NEW COMMUNITY AND DECLARING THE NEW COMMUNITY AUTHORITY TO BE ORGANIZED AND A BODY POLITIC AND CORPORATE, AND DEFINING THE BOUNDARY OF THE NEW COMMUNITY DISTRICT.

WHEREAS, Tom Cat, LLC, PJG Holdings, LLC, and LOCAS Investments, LLC (collectively, the "Developer"), in its capacity as a "developer" within the meaning of Ohio Revised Code ("R.C.") Section 349.01(E), plans to establish a new community development program for the purposes of encouraging and supporting well-balanced and diversified land use patterns within the territory of the City of London, Ohio (the "City"), including facilities for the conduct of industrial, commercial, residential, cultural, educational, and recreational activities, all as described in R.C. Chapter 349; and

WHEREAS, on December 5, 2025, the Developer submitted to the City Council (the "City Council"), pursuant to R.C. Section 349.03, a "Petition for Establishment of the London Gateway New Community Authority under Chapter 349 of the Ohio Revised Code" (the "Petition"), a copy of which Petition is on file the City; and

WHEREAS, the London Gateway New Community Authority is located entirely within the municipal corporate boundaries of the City, a municipal corporation, as described in the Petition (the "District") and this City Council, as the legislative authority of the City, is therefore the organizational board of commissioners for the London New Community Authority; and

WHEREAS, on February 20, 2025, pursuant to R.C. Section 349.03, this City Council adopted Ordinance No. 210-24 which held that the City Council determined on December 5, 2024 that the Petition was sufficient and complied with the requirements of R.C. Section 349.03 in form and substance; and

WHEREAS, pursuant to R.C. Section 349.03, this City Council held a public hearing on the Petition on January 16, 2025, notice of which was published as required in R.C. Section 349.03, and the date of which hearing was not more than thirty nor more than forty-five days after the filing date of the Petition; and

WHEREAS, this City Council has determined that the Petition will be conducive to the public health, safety, convenience, and welfare, and is intended to result in the development of a new community.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

Section 1.
Approval of Petition. The Petition is hereby accepted and shall be recorded, along with this Resolution, in the journal of this City Council as the organizational board of commissioners for the purpose of R.C. Chapter 349. The City Council hereby determines that the London Gateway New Community Authority will be conducive to the public health, safety, convenience, and welfare, and is intended to result in the development of a "new community" as defined in R.C. Section 349.01(A). Pursuant to the Petition, the London Gateway New Community Authority is hereby organized as a body politic and corporate with the corporate name designated in the Petition (such name being the "London

Gateway New Community Authority"), and the boundaries of the London Gateway New Community Authority are consistent with the boundaries described in the Petition.

Section 2.

Board of Trustees of London Gateway New Community Authority. Pursuant to R.C. Section 349.04(C), this City Council may, as the "organizational board of commissioners," adopt an alternative method of selecting or electing successor members of the Board of Trustees of the London Gateway New Community Authority (the "Authority Board"). Pursuant to this authority, the Authority Board shall be comprised of seven (7) members selected and appointed as provided in the Petition. The following alternative method, as further identified in the Petition, shall exist until an alternative method is approved by resolution of this City Council:

(i) This City Council, as the "organizational board of commissioners" under R.C. Section 349.01(F)(1), shall appoint two (2) citizen members of the Authority Board to represent the interests of present and future residents and employers of the District, provided that one (1) of the two (2) citizen members shall be appointed with the consent of the London City School District (the "Citizen Members"):

Citizen Member 1 shall be [_____].

Citizen Member 2 shall be [_____].

Citizen Member 3 shall be [_____].

(ii) In addition, this City Council delegates specific authority to the Mayor to appoint one (1) member of the Authority Board as an additional Citizen Member.

Citizen Member 4 shall be [_____].

(iii) Tom Cat, LLC, on behalf of the Developer shall appoint three (3) members to serve on the Authority Board as representatives of the Developer (the "Developer Representatives"). The Developer Representatives shall be memorialized in a letter of appointment filed with the Clerk of Council, and shall indicate the names of each of Developer Representative 1, Developer Representative 2, and Developer Representative 3.

The members of the Authority Board shall serve two-year (2) overlapping terms, with Citizen Member 1, Citizen Member 2, Developer Representative 1, and Developer Representative 2 serving initial one-year (1) terms. Citizen Member 3, Citizen Member 4, and Developer Representative 3 shall serve initial two-year (2) terms.

Section 3.

Performance Bond for members of Authority Board. Pursuant to R.C. Section 349.05, there shall be posted for each member of the Authority Board a bond in the amount of $10,000.00 for the faithful performance of his or her duties. The bond shall be with a company authorized to conduct business within the State of Ohio as a surety and shall be deposited with and preserved by the Clerk of this City Council.

Section 4.

Open Meetings. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council, and that all deliberations of this City Council and any of its committees that resulted in those formal actions were in

meetings open to the public, all in compliance with the law including Revised Code Section 121.22.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.134-25 was posted in a newspaper of general circulation on the_____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Michael Norman			

CERTIFICATE

The undersigned, Clerk of the Council of the City of London, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. 134-25, passed by the Council of the City of London, Ohio on the _____ day of _____, 2025.

_____
Matt Edgington
Clerk of Council

20080190v3

RESOLUTION 135-25
Sponsored by: Brent McDaniels

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025

WHEREAS, the City of London, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2 **by 5:00 p.m**. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

SECTION I:

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.135-25 was posted in a newspaper of general circulation on the_____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			