City Council
Legislative Session | Agenda | November 24, 2025
7:30 PM

COMMITTEE MEETINGS

Committee Meeting Schedule
November 24, 2025

5:50 - 6:00 p.m.	Executive Meeting on Acquiring Property	Land Use & Development - Keener
6:00 - 6:20 p.m.	Founders Grove NCA	Land Use & Development - Keener
6:20 - 6:30 p.m.	Memorial Park Improvements Project	Parks & Recreation - Hager
6:30 - 6:40 p.m.	Mansfield Ave and Cottage St Sanitary Improvements Project	Utilities - Ruckman
6:40 - 6:55 p.m.	Wastewater Rate Adjustments	Utilities - Ruckman
6:55 - 7:05 p.m.	CDBG Riverside Park Neighborhood Project	Streets & Public Buildings - Severns
7:05 -7:15 p.m.	CDBG Burgess and Hamtramck St. Reconstruction Project	Streets & Public Buildings - Severns

- Committee Meeting Schedule 11/24/2025

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

INVOCATION

Invocation to be given by Dr. Eddie Massey, Apostolic Faith Church

PLEDGE OF ALLEGIANCE

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Nov 10, 2025 7:30 PM
- City Council - Special Meeting - Nov 17, 2025 6:30 PM
- City Council - Special Meeting - Nov 19, 2025 6:30 PM

RECEIVE PETITIONS AND COMMUNICATIONS

RECEIVE COMMITTEE REPORTS

- Finance & Budget Minutes 11/17/2025
- Land Use & Development MInutes 11/17/2025
- Police, Fire, & Civil Defense Minutes 11/17/2025
- Streets & Public Buildings Minutes 11/17/2025
- Streets & Public Buildings Minutes 11/10/2025
- Utilities Minutes 11/10/2025

LIQUOR CONTROL LICENSE

PROCLAMATION

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

RESOLUTIONS FOR THIRD READING

RESOLUTION NO. 2025-109

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS TO PROVIDE PROFESSIONAL DESIGN SERVICES RELATED TO THE CONSTRUCTION OF (1) SLAKERS/LIME SILOS AT THE WATER TREATMENT PLANT, (2) A SODIUM HYPOCHLORITE TREATMENT SYSTEM TO REPLACE THE CHLORINE DIOXIDE TREATMENT SYSTEM AT THE WATER TREATMENT PLANT, AND (3) A WATER TOWER IN THE SOUTHERN PART OF THE CITY; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

RESOLUTION NO. 2025-110

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE 2024 CDBG RIVERSIDE PARK NEIGHBORHOOD PROJECT; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

RESOLUTION NO. 2025-111

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE 2024 CDBG BURGESS AND HAMTRAMCK STREET RECONSTRUCTION PROJECT; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

RESOLUTION NO. 2025-113

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $30,000,000, TO BE ISSUED FOR THE PURPOSE OF CONSTRUCTING, RENOVATING, AND IMPROVING FACILITIES FOR THE MOUNT VERNON JUSTICE CENTER AND RELATED FUNCTIONS; FURNISHING AND EQUIPPING THE SAME; IMPROVING THE SITES THEREOF; AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN AS MAY BE NECESSARY IN CONNECTION THEREWITH; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-114

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $25,000,000, TO BE ISSUED FOR THE PURPOSE OF CONSTRUCTING A POLICE STATION AND RELATED FACILITIES; FURNISHING AND EQUIPPING THE SAME; IMPROVING THE SITES THEREOF; AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN AS MAY BE NECESSARY IN CONNECTION THEREWITH; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-115

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $6,000,000, TO BE ISSUED FOR THE PURPOSE OF PURCHASING AND RENOVATING AN EXISTING BUILDING TO USE AS THE MOUNT VERNON MUNICIPAL CENTER; AND FURNISHING AND EQUIPPING THE SAME; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-121

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR SLUDGE REMOVAL REQUIRED FOR THE YEARS 2026, 2027 AND 2028; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

RESOLUTIONS FOR SECOND READING

R E S O L U T I O N   N O . 2 0 2 5 - 1 1 8

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE MANSFIELD AVE AND COTTAGE ST SANITARY IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

R E S O L U T I O N   N O . 2 0 2 5 - 1 1 9

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR PHASE I OF THE MEMORIAL PARK IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY.

Parks and Recreation: Hager, Severns

R E S O L U T I O N   N O . 2 0 2 5 - 1 2 2

A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING FISCAL YEAR ENDING, DECEMBER 31, 2026.

Finance and Budget: Seavolt, Woods

R E S O L U T I O N   N O . 2 0 2 5 - 1 2 4

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

Finance and Budget: Seavolt, Woods

RESOLUTIONS FOR FIRST READING

R E S O L U T I O N   N O . 2 0 2 5 - 1 2 5

RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ACCEPT THE DONATION OF PROPERTY FROM THE KNOX COUNTY LAND REUTILIZATION CORPORATION; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

ORDINANCES FOR THIRD READING

ORDINANCES FOR SECOND READING

O R D I N A N C E   N O . 2 0 2 5 - 3 4

AN ORDINANCE ESTABLISHING ANNUAL WASTEWATER RATE ADJUSTMENTS FOR CALENDAR YEARS 2026, 2027, AND 2028.

Utilities: Ruckman, Hager

ORDINANCE NO. 2025-37

AN ORDINANCE APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND FOUNDERS GROVE, LLC.

Land Use and Development: Keener, Mahan

ORDINANCES FOR FIRST READING

REMARKS FROM THE ADMINISTRATION

REMARKS FROM COUNCIL

ADJOURN AT THE CALL OF THE PRESIDENT

MountVernon

PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

FOR MORE INFORMATION, CONTACT:
Zac Sherman, Clerk of Council
740-393-9517 Fax: 740-397-6595
zsherman@mtvernonoh.gov

FOR IMMEDIATE RELEASE
November 21, 2025

Mount Vernon City Council Committee Meeting Schedule November 24, 2025

5:50 – 6:00 p.m.	Executive Meeting on Acquiring Property	Land Use & Development - Keener
6:00 – 6:20 p.m.	Founders Grove NCA	Land Use & Development - Keener
6:20 – 6:30 p.m.	Memorial Park Improvements Project	Parks & Recreation - Hager
6:30 – 6:40 p.m.	Mansfield Ave and Cottage St Sanitary Improvements Project	Utilities – Ruckman
6:40 – 6:55 p.m.	Wastewater Rate Adjustments	Utilities – Ruckman
6:55 – 7:05 p.m.	CDBG Riverside Park Neighborhood Project	Streets & Public Buildings - Severns
7:05 –7:15 p.m.	CDBG Burgess and Hamtramck St. Reconstruction Project	Streets & Public Buildings - Severns

The above listed meeting will be held to discuss the above items; but will not be limited to those listed.
Mount Vernon News - WMVO - WNZR – City Hall Bulletin Board

MountVernon

2024-2025

Finance & Budget Committee Meeting Minutes
November 17, 2025 – 6:50 p.m. to 7:08 p.m.

COUNCIL PRESENT:
Bruce Hawkins, President
James Mahan, First Ward
John Ruckman, Second Ward
LeNan Hager, Fourth Ward
Mel Severns, At-Large
Tammy Woods, Third Ward

COUNCIL ABSENT:
Amber Keener, At-Large
Janis Seavolt, At-Large

OTHERS IN ATTENDANCE:
Matt Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeran, Law Director
Dave Stull, Treasurer
Dan Brinkman, Auditor
Zachary Sherman, Clerk
Chad Christopher, Fire Chief
Cheryl Splain, Knox Pages
Michael Ringle, Bricker Graydon
Jim Russell, Pizzuti Solutions

Purchase and Improvement of City Buildings.
Salyers noted that the reimbursement resolutions are not contracts obligating the city to spend a certain amount. Instead, they provide a means to reimburse the city when it does spend money on projects.
Mr. Ringle of Bricker Gradyon noted that the reimbursement resolutions are similar to tax-exempt debt, providing better interest rates and savings. The resolutions set out the maximum the city might spend on the project, then the city can reimburse itself back up to the amount listed on the resolution. They are exempt from state and federal tax and good for three years.
Salyers noted that the legislation sets the ceiling for expenditures. It isn't necessarily saying the city will spend that much.
Jim Russel said it is a tool that lets the city spend money up-front for essential work, and then reimburse itself through bonds.

Respectfully submitted,

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Tammy Woods Acting Chair
Finance & Budget Committee
Mount Vernon City Council
TW/zs

2024-2025

Land Use & Development Committee Meeting Minutes
November 17, 2025 – 7:08 p.m. to 7:16 p.m.

COUNCIL PRESENT:	Bruce Hawkins, President James Mahan, First Ward John Ruckman, Second Ward LeNan Hager, Fourth Ward Mel Severns, At-Large Tammy Woods, Third Ward
COUNCIL ABSENT:	Amber Keener, At-Large Janis Seavolt, At-Large
OTHERS IN ATTENDANCE:	Matt Starr, Mayor Tanner Salyers, Safety-Service Director Rob Broeran, Law Director Dave Stull, Treasurer Dan Brinkman, Auditor Zachary Sherman, Clerk Chad Christopher, Fire Chief Cheryl Splain, Knox Pages Michael Ringle, Bricker Graydon

Addition of Territory to NCA
Mr. Ringle of Bricker Gradyon noted that the NCA allows the city to generate community development charges. Founders Grove has a $4 million charge with a 10-year abatement. Liberty Crossing also just came in to the NCA. He provided a timeline for the CRA and NCA, asking that Council move forward in enough time to have a public hearing before the end of the year.

Respectfully submitted,

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Jay Mahan, Acting Chair
Land Use & Development Committee
Mount Vernon City Council
JM/zs

MountVernon

2024-2025

Police, Fire, & Civil Defense Committee Meeting Minutes
November 17, 2025 – 6:30 p.m. to 6:37 p.m.

COUNCIL PRESENT:	Bruce Hawkins, President James Mahan, First Ward John Ruckman, Second Ward LeNan Hager, Fourth Ward Mel Severns, At-Large Tammy Woods, Third Ward
COUNCIL ABSENT:	Amber Keener, At-Large Janis Seavolt, At-Large
OTHERS IN ATTENDANCE:	Matt Starr, Mayor Tanner Salyers, Safety-Service Director Rob Broeran, Law Director Dave Stull, Treasurer Dan Brinkman, Auditor Zachary Sherman, Clerk Chad Christopher, Fire Chief Cheryl Splain, Knox Pages Jim Russell, Pizzuti Solutions

Purchase of Fire Engine.
Fire Chief Christopher noted that purchasing a fire engine in this manner leads to about $50,000 in discounts. There is a 900-day build for the engine.
Salyers noted that there are appropriations for fire equipment remaining in the 2025 fiscal year. The city is working on a 3-to-5 year rotation for fire engines and medics. He asked for about $375,000 to be appropriated regularly for fire engine cycle replacement. The Cooperative Replacement Program allows the city to get better pricing by cooperating with other municipalities.

Respectfully submitted,

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Jay Mahan, Chair
Police, Fire, & Civil Defense Committee
Mount Vernon City Council
JM/zs

MountVernon

2024-2025

Streets and Public Buildings Committee Meeting Minutes
November 17, 2025 – 6:37 p.m. to 6:50 p.m.

COUNCIL PRESENT:	Bruce Hawkins, President James Mahan, First Ward John Ruckman, Second Ward LeNan Hager, Fourth Ward Mel Severns, At-Large Tammy Woods, Third Ward
COUNCIL ABSENT:	Amber Keener, At-Large Janis Seavolt, At-Large
OTHERS IN ATTENDANCE:	Matt Starr, Mayor Tanner Salyers, Safety-Service Director Rob Broeran, Law Director Dave Stull, Treasurer Dan Brinkman, Auditor Zachary Sherman, Clerk Cheryl Splain, Knox Pages Jim Russell, Pizzuti Solutions

New Municipal Buildings Contracts.
Jim Russell of Pizzuti Solutions noted that two things drive project financing. 1) need and 2) what a city can afford. Pizzuti helps provide strategies to finance, looking at economies of scale.
Salyers noted that the projects would be the Police Station, Court Building, and refit of new Municipal Building. An east-end Fire Station could be included as well. They are looking at an OPR for that.

Respectfully submitted,

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Mel Severns, Chair
Streets and Public Buildings Committee
Mount Vernon City Council
MS/zs

MountVernon

2024-2025

Streets and Public Buildings Committee Meeting Minutes
November 10, 2025 – 6:20 p.m. to 6:54 p.m.

COUNCIL PRESENT: Bruce Hawkins, President
James Mahan, First Ward
John Ruckman, Second Ward
Amber Keener, At-Large
Mel Severns, At-Large
Tammy Woods, Third Ward

COUNCIL ABSENT: LeNan Hager, Fourth Ward
Janis Seavolt, At-Large

OTHERS IN ATTENDANCE: Matt Starr, Mayor
Tanner Salyers, Safety-Service Director
Brittany Whitney, 1st Assistant Director of Law
Aaron Reinhart, Public Utilities Director
Dave Stull, Treasurer
Dan Brinkman, Auditor
Brian Ball, City Engineer
Zachary Sherman, Clerk
Jack Slemenda, Knox Pages
Jim Russell, Pizzuti Solutions
Andy Brossart, Bradley Payne Advisors

Salyers introduced Jim Russell of Pizzuti Solutions. As an Owner's Rep, Pizzuti serves as an advisor and advocate for the city. After an RFQ with nine respondents, Pizzuti was the city's top choice. Pizzuti assisted in selecting BKV as design architect and the CMAR for the project. They are assisting the city in developing an OPR.
Jim Russel noted that he learned as a bity manager to see the needs of both architects and contractors. OPR helps determine what is important to a city, and ensures that it happens. Pizzuti signs off on each step of the design phase to ensure costs are controlled.
Andy Brossart from Bradley Payne Advisors spoke about funding for the project, and how his organization pursues all forms of funding, not only bonds, to meet a project's needs.
Mahan noted disappointment that during the Historical Review Commission, the Pizzuti representative was unable to answer the questions of the HRC.
Russel clarified that he thought that meeting was perfunctory, and that Pizzuti will be more prepared for future meetings of that kind.
Hawkins asked if the project can move forward without HRC approval.
Salyers noted that HRC has not said no to the project, and that the goal is to address their concerns. The project can move forward without HRC approval, but certain historical district financing could be impacted.

Respectfully submitted,

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Mel Severns, Chair

Streets and Public Buildings Committee
Mount Vernon City Council
MS/zs

2024-2025

Utilities Committee Meeting Minutes
November 10, 2025 – 6:54 p.m. to 7:17 p.m.

COUNCIL PRESENT:	Bruce Hawkins, President James Mahan, First Ward John Ruckman, Second Ward Amber Keener, At-Large Mel Severns, At-Large Tammy Woods, Third Ward
COUNCIL ABSENT:	LeNan Hager, Fourth Ward Janis Seavolt, At-Large
OTHERS IN ATTENDANCE:	Matt Starr, Mayor Tanner Salyers, Safety-Service Director Brittany Whitney, 1st Assistant Director of Law Aaron Reinhart, Public Utilities Director Dave Stull, Treasurer Dan Brinkman, Auditor Brian Ball, City Engineer Zachary Sherman, Clerk Jack Slemenda, Knox Pages Jim Russell, Pizzuti Solutions Andy Brossart, Bradley Payne Advisors

Water Projects Request for Qualifications.
Salyers noted that the water plant and distribution upgrades included three components. 1) Updating an outdated lime handling system. 2) Transitioning from Chlorine-Dioxide to Sodium-Hypochlorite systems. 3) Planning for growth. The project would add two new lime slakers and silos, which are like large water purifies.
The city is one of two Chlorine-Dioxide systems in Ohio. Sodium-Hypochlorite is more manageable, reduced washout, and interacts better with HDHP and Pex pipes, reducing the likelihood of premature deterioration.
The funding for the project has already been factored into the city's long-term debt service planning.

Respectfully submitted,

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John Ruckman, Chair
Utilities Committee
Mount Vernon City Council
JR/zs

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-109

Meeting: 11/24/25 7:30 PM
Dept: Utilities
Ruckman, Hager
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4322

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS TO PROVIDE PROFESSIONAL DESIGN SERVICES RELATED TO THE CONSTRUCTION OF (1) SLAKERS/LIME SILOS AT THE WATER TREATMENT PLANT, (2) A SODIUM HYPOCHLORITE TREATMENT SYSTEM TO REPLACE THE CHLORINE DIOXIDE TREATMENT SYSTEM AT THE WATER TREATMENT PLANT, AND (3) A WATER TOWER IN THE SOUTHERN PART OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, Revised Code sections 153.65-73 allow local governments to select architects, engineers and other design professionals on Qualifications-Based criteria.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to release a Request for Qualifications for identifying and selecting a qualified firm or firms to provide professional design services related to the construction of (1) Slakers/Lime Silos at the Water Treatment Plant, (2) a Sodium Hypochlorite Treatment System to replace the Chlorine Dioxide Treatment System at the Water Treatment Plant, and (3) a water tower in the southern part of the City.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to speed design and construction of needed improvements to the City's municipal water system, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

10/27/25 **City Council** **FIRST READING**

Ruckman gave Resolution 2025-109 its first reading, and requested a thirty-minute committee meeting.

11/10/25 **City Council** **SECOND READING**

Ruckman gave Resolution 2025-109 it's second reading.

MountVernon

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-110

Meeting: 11/24/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Bid/Contract
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4325

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE 2024 CDBG RIVERSIDE PARK NEIGHBORHOOD PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for the 2024 CDBG Riverside Park Neighborhood Project.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that bids must be solicited at the earliest possible time to avoid future cost increases, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

10/27/25 **City Council** **FIRST READING**

Severns gave Resolution 2025-110 its first reading, and mentioned that he would most likely ask for a committee meeting prior to its third reading.

11/10/25 **City Council** **SECOND READING**

Severns gave Resolution 2025-110 it's second reading, and requested a 10-minute committee meeting on the 24th.

MountVernon

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-111

Meeting: 11/24/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Bid/Contract
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4324

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE 2024 CDBG BURGESS AND HAMTRAMCK STREET RECONSTRUCTION PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for the 2024 CDBG Burgess and Hamtramck Street Reconstruction Project.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this is a critical infrastructure grant and bids must be solicited at the earliest possible time to avoid future cost increases, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

10/27/25 **City Council** **FIRST READING**

Severns gave Resolution 2025-111 its first reading.

11/10/25 **City Council** **SECOND READING**

Severns gave Resolution 2025-111 it's second reading, and requested a 10-minute committee meeting on the 24th.

City Council City of Mount Vernon Mount Vernon, OH 43050 SCHEDULED RESOLUTION 2025-113	Meeting: 11/24/25 7:30 PM **Dept: Finance and Budget** **Seavolt, Woods** Category: Finance Prepared By: Rob Broeren Initiator: Zac Sherman **DOC ID: 4327**

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $30,000,000, TO BE ISSUED FOR THE PURPOSE OF CONSTRUCTING, RENOVATING, AND IMPROVING FACILITIES FOR THE MOUNT VERNON JUSTICE CENTER AND RELATED FUNCTIONS; FURNISHING AND EQUIPPING THE SAME; IMPROVING THE SITES THEREOF; AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN AS MAY BE NECESSARY IN CONNECTION THEREWITH; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Mount Vernon, Ohio (the “City”) reasonably anticipates that it will incur certain “Original Expenditures” (as defined in Treasury Regulations Section 1.150-2(c) and Section 1.150-2(d)(3)) for the above-referenced purpose (the “Project”); and

WHEREAS, the City may advance costs for Original Expenditures for the Project from the following funds: 101.1500.XXXXX (LAW DIRECTOR), 101.1700.XXXXX (MUNICIPAL COURT), 101.1720.XXXXX (MUNICIPAL COURT BALIFF), 101.1780.XXXXX (PROBATION OFFICER & CLERK), 101.3600.XXXXX (MISC), and 407 (MUNI FACILITIES CAP IMPROVEMENTS); and

WHEREAS, the City intends to reimburse itself, within 18 months from the later of the date of the Original Expenditures or the date the Project is placed in service (but in no event more than three years after the Original Expenditures are paid or, alternatively, five years after the Original Expenditures are paid if the special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable), for Original Expenditures of not to exceed $30,000,000 for the Project from the proceeds of one or more series of tax-exempt obligations (the “Obligations”) to be issued by the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio, that:

Section 1. ***The City intends that this resolution shall constitute an “official intent” for purposes of Section 1.150-2(e) of the Treasury Regulations prescribed under the Internal Revenue Code of 1986, as amended, and declares its intention to use a portion of the proceeds of the Obligations to reimburse the City for expenses of the Project advanced from the following funds: 101.1500.XXXXX (LAW DIRECTOR), 101.1700.XXXXX (MUNICIPAL COURT), 101.1720.XXXXX (MUNICIPAL COURT BALIFF), 101.1780.XXXXX (PROBATION OFFICER & CLERK), 101.3600.XXXXX (MISC), and 407 (MUNI FACILITIES CAP IMPROVEMENTS).***

Section 2. ***The City intends to make a reimbursement allocation on its books for the Original Expenditures within the “reimbursement period” set forth under Section 1.150-2(d)(2) of the Treasury Regulations, namely not later than 18 months after the later to occur of (a) the respective date each Original Expenditure is paid, or (b) the date the Project is “placed in service” within the***

meaning of Treasury Regulations Section 1.150-2(c), but in no event more than three years after each Original Expenditure is paid or, alternatively, five years after the Original Expenditures are paid if the special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable.

Section 3. ***It is hereby found and determined that all formal actions of this Council of the City (the "Council") concerning and relating to the passage of this Resolution were taken 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 Ohio Revised Code Section 121.22.***

Section 4. ***This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that this Resolution is required to be immediately effective in order for the City to be able to reimburse existing funds for expenditures made upon the commencement of the Project. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds of the members elected to the Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.***

HISTORY:

11/10/25 **City Council** **FIRST READING**

Seavolt gave Resolution 2025-113 it's first reading.

11/17/25 **City Council** **SECOND READING**

Woods gave Resolution 2025-113 a second reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-114

Meeting: 11/24/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4328

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $25,000,000, TO BE ISSUED FOR THE PURPOSE OF CONSTRUCTING A POLICE STATION AND RELATED FACILITIES; FURNISHING AND EQUIPPING THE SAME; IMPROVING THE SITES THEREOF; AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN AS MAY BE NECESSARY IN CONNECTION THEREWITH; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Mount Vernon, Ohio (the "City") reasonably anticipates that it will incur certain "Original Expenditures" (as defined in Treasury Regulations Section 1.150-2(c) and Section 1.150-2(d)(3)) for the above-referenced purpose (the "Project"); and

WHEREAS, the City may advance costs for Original Expenditures for the Project from the following funds: 101.3600.XXXXX (MISC), 224.1900.XXXX (INCOME TAX POLICE), and 407 (MUNI FACILITIES CAP IMPROVEMENTS); and

WHEREAS, the City intends to reimburse itself, within 18 months from the later of the date of the Original Expenditures or the date the Project is placed in service (but in no event more than three years after the Original Expenditures are paid or, alternatively, five years after the Original Expenditures are paid if the special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable), for Original Expenditures of not to exceed $25,000,000 for the Project from the proceeds of one or more series of tax-exempt obligations (the "Obligations") to be issued by the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio, that:

Section 1. ***The City intends that this resolution shall constitute an "official intent" for purposes of Section 1.150-2(e) of the Treasury Regulations prescribed under the Internal Revenue Code of 1986, as amended, and declares its intention to use a portion of the proceeds of the Obligations to reimburse the City for expenses of the Project advanced from the following funds: 101.3600.XXXXX (MISC), 224.1900.XXXX (INCOME TAX POLICE), and 407 (MUNI FACILITIES CAP IMPROVEMENTS).***

Section 2. ***The City intends to make a reimbursement allocation on its books for the Original Expenditures within the "reimbursement period" set forth under Section 1.150-2(d)(2) of the Treasury Regulations, namely not later than 18 months after the later to occur of (a) the respective date each Original Expenditure is paid, or (b) the date the Project is "placed in service" within the meaning of Treasury Regulations Section 1.150-2(c), but in no event more than three years after each Original Expenditure is paid or, alternatively, five years after the Original Expenditures are paid if the***

special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable.

Section 3. ***It is hereby found and determined that all formal actions of this Council of the City (the "Council") concerning and relating to the passage of this Resolution were taken 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 Ohio Revised Code Section 121.22.***

Section 4. ***This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that this Resolution is required to be immediately effective in order for the City to be able to reimburse existing funds for expenditures made upon the commencement of the Project. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds of the members elected to the Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.***

HISTORY:

11/10/25 **City Council** **FIRST READING**

Seavolt gave Resolution 2025-114 it's first reading.

11/17/25 **City Council** **SECOND READING**

Woods gave Resolution 2025-114 a second reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-115

Meeting: 11/24/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4329

A RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF BONDS OR BOND ANTICIPATION NOTES OF THE CITY, IN THE ESTIMATED PRINCIPAL AMOUNT OF NOT TO EXCEED $6,000,000, TO BE ISSUED FOR THE PURPOSE OF PURCHASING AND RENOVATING AN EXISTING BUILDING TO USE AS THE MOUNT VERNON MUNICIPAL CENTER; AND FURNISHING AND EQUIPPING THE SAME; AND AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Mount Vernon, Ohio (the “City”) reasonably anticipates that it will incur certain “Original Expenditures” (as defined in Treasury Regulations Section 1.150-2(c) and Section 1.150-2(d)(3)) for the above-referenced purpose (the “Project”); and

WHEREAS, the City may advance costs for Original Expenditures for the Project from the following funds: 101.3600.XXXXX (MISC) and 407 (MUNI FACILITIES CAP IMPROVEMENTS); and

WHEREAS, the City intends to reimburse itself, within 18 months from the later of the date of the Original Expenditures or the date the Project is placed in service (but in no event more than three years after the Original Expenditures are paid or, alternatively, five years after the Original Expenditures are paid if the special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable), for Original Expenditures of not to exceed $6,000,000 for the Project from the proceeds of one or more series of tax-exempt obligations (the “Obligations”) to be issued by the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio, that:

Section 1. ***The City intends that this resolution shall constitute an "official intent" for purposes of Section 1.150-2(e) of the Treasury Regulations prescribed under the Internal Revenue Code of 1986, as amended, and declares its intention to use a portion of the proceeds of the Obligations to reimburse the City for expenses of the Project advanced from the following funds: 101.3600.XXXXX (MISC) and 407 (MUNI FACILITIES CAP IMPROVEMENTS).***

Section 2. ***The City intends to make a reimbursement allocation on its books for the Original Expenditures within the "reimbursement period" set forth under Section 1.150-2(d)(2) of the Treasury Regulations, namely not later than 18 months after the later to occur of (a) the respective date each Original Expenditure is paid, or (b) the date the Project is "placed in service" within the meaning of Treasury Regulations Section 1.150-2(c), but in no event more than three years after each Original Expenditure is paid or, alternatively, five years after the Original Expenditures are paid if the special rule for long-term construction projects set forth in Treasury Regulations Section 1.150-2(d)(2)(iii) is applicable.***

Section 3. ***It is hereby found and determined that all formal actions of this Council of the City (the "Council") concerning and relating to the passage of this Resolution were taken 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 Ohio Revised Code Section 121.22.***

Section 4. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that this Resolution is required to be immediately effective in order for the City to be able to reimburse existing funds for expenditures made upon the commencement of the Project. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds of the members elected to the Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

11/10/25 **City Council** **FIRST READING**

Seavolt gave Resolution 2025-115 it's first reading.

11/17/25 **City Council** **SECOND READING**

Woods gave Resolution 2025-115 a second reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-121

Meeting: 11/24/25 7:30 PM
Dept: Utilities
Ruckman, Hager
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4336

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR SLUDGE REMOVAL REQUIRED FOR THE YEARS 2026, 2027 AND 2028; AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of Mount Vernon, Knox County, Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be authorized and directed to advertise for bids and enter into contract for furnishing services for the land application of wastewater sludge from the Mount Vernon Wastewater Treatment Plant (sludge removal) for the years 2026, 2027 and 2028, all in accordance with plans and specifications, now on file in the Office of the Safety-Service Director.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow the contract to be in place before the expiration of the current contract and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

11/10/25 **City Council** **FIRST READING**

Ruckman gave Resolution 2025-121 it's first reading.

11/17/25 **City Council** **SECOND READING**

Ruckman gave Resolution 2025-121 a second reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 11/24/25 7:30 PM
Dept: Utilities
Ruckman, Hager
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman

RESOLUTION 2025-118

DOC ID: 4339

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE MANSFIELD AVE AND COTTAGE ST SANITARY IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for the Mansfield Ave and Cottage St Sanitary Improvements Project (PID 2591301).

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that bids must be solicited at the earliest possible time to avoid future cost increases, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

11/10/25 **City Council** **FIRST READING**

Ruckman gave Resolution 2025-118 it's first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 11/24/25 7:30 PM
Dept: Parks and Recreation
Hager, Severns
Category: Parks
Prepared By: Rob Broeren
Initiator: Zac Sherman

RESOLUTION 2025-119

DOC ID: 4338

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR PHASE I OF THE MEMORIAL PARK IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for Phase I of the Memorial Park Improvements Project (PID 2541301).

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that bids must be solicited at the earliest possible time to avoid future cost increases, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

11/10/25	**City Council**	**FIRST READING**

Severns gave Resolution 2025-119 it's first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-122

Meeting: 11/24/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4335

A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING FISCAL YEAR ENDING, DECEMBER 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Auditor of the City of Mount Vernon be, and he herewith is, authorized and directed to make appropriations for current expenses of the City of Mount Vernon, during the fiscal year ending December 31, 2026, as listed on Exhibit A.

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon the passage and approved by the Mayor.

HISTORY:

11/10/25 **City Council** **FIRST READING**

Seavolt gave Resolution 2025-122 it's first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 11/24/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman

RESOLUTION 2025-124

DOC ID: 4342

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

WHEREAS, the Safety-Service Director for the City of Mount Vernon did make the necessary inquiries that these billed amounts as indicated are legitimate and proper and did approve payment in the amounts shown; and

WHEREAS, at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract or order was in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

NOW, THEREFORE, BE IT RESOLVED by the City of Mount Vernon, State of Ohio:

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to pay bills as follows:

1. To Zions Bank in the amount of $188,143.50 from line numbers 301.1300.56621, Bond Retirement Fund -Bond Redemption ($41,135.52), 301.1300.56622, Bond Retirement Fund - Bond Interest ($60,867.02), 301.1300.54484, Bond Retirement Fund - Transfer Water Liens ($66,500.00) and 305.1300.56621, Bond Retirement Income Tax Fund - Bond Redemption ($19,640.96).

2. To JP Morgan Chase Bank in the amount of $612,191.75 from line numbers 301.1300.56621, Bond Retirement Fund -Bond Redemption ($204,450.00), 301.1300.56622, Bond Retirement Fund - Bond Interest ($7,903.99), 302.1300.56621, Waste Water Bond Retirement Fund - Sewer System Bond Redemption ($345,750.00), 302.1300.56622, Waste Water Bond Retirement Fund - Sewer System Bond Interest ($17,942.40), 303.1300.56621, Water Bond Retirement Fund - Water System Bond Redemption ($34,800.00), and 303.1300.56622, Water Bond Retirement Fund - Water System Bond Interest ($1,345.36).

3. US Bank in the amount of $139,662.50 from line numbers 301.1300.56621, Bond Retirement Fund -Bond Redemption ($125,000.00), and 301.1300.56622, Bond Retirement Fund - Bond Interest ($14,662.50).

4. Squire Patton Boggs LLP in the amount of $5,500 from line number 101.1300.54111, General Fund - Auditor - Services Received Accrual Acct.

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon its date of passage and approval by the Mayor.

HISTORY:

11/19/25 **City Council** **FIRST READING**

Seavolt gave Resolution 2025-124 its first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-125

Meeting: 11/24/25 7:30 PM
Dept: Land Use and Development
Keener, Mahan
Category: Land/Property Acquisition
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4341

RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ACCEPT THE DONATION OF PROPERTY FROM THE KNOX COUNTY LAND REUTILIZATION CORPORATION; AND DECLARING AN EMERGENCY.

WHEREAS, the Knox County Land Reutilization Corporation desires to donate to the City of Mount Vernon a parcel of property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety Service Director for the City of Mount Vernon be and herewith is authorized and directed to accept the donation of a parcel of property from the Knox County Land Reutilization Corporation, with permanent parcel number 66-09684.000 and further described in Exhibit A.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow the orderly transfer of property before the end of the calendar year, the said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Exhibit "A"

Situated in the State of Ohio, County of Knox, City of Mount Vernon, being located in the Northwest quarter of Section 24, Quarter Township 3, Township 7, Range 12, United States Military Lands, being all of that tract of land as described in deed Volume 349, Page 47 (all references herein being to the records located in the Recorder's Office, Knox County, Ohio) and being more particularly described as follows:

Beginning at the Northwesterly corner of Z and B Trustee tract, in the Westerly line of said Northwest quarter and in the centerline of U.S. Route 36 (KNO-36-18.73) at station 65+58.96;

Thence along the Northerly line of said Z and B Trustee tract and the centerline of U.S. Route 36, with the arc of a curve to the right, having a radius of 1909.86 feet, a central angle of 6 deg. 43' 16", the chord of which bears North 79 deg. 45' 17" East, a chord distance of 223.90 feet to a point of compound curvature;

Thence continuing along said Northerly line, and departing from said centerline, the following two courses:

1. With the arc of a curve to the right, having a radius of 1686.26 feet, a central angle of 13 deg. 46' 50", the chord of which bears South 89 deg. 59' 40" East, a chord distance of 404.60 feet to the point of tangency;

2. South 83 deg. 06' 15" East, a distance of 135.31 feet to the Northeasterly corner of said Z and B Trustee tract, located 7.8 feet right of station 73+24.41;

Thence along the Easterly line of said Z and B Trustee tract the following two courses:

1. South 3 deg. 08' 49" West, along the Westerly line of that 2.980 acre tract as described in a deed to Kenneth E. Dennis, of record in deed Volume 388, Page 99, passing an iron pin found in the Southerly right-of-way line of U.S. Route 36 at 30.06 feet, a total distance of 339.03 feet to an iron pin found at the Southwesterly corner of said 2.980 acre tract and at a Northwesterly corner of that 178.90 acre tract as described in a deed to Knox Cattle Company, of record in Deed Volume 400, Page 443;
2. South 2 deg. 56' 52" West, along a Westerly line of said 178.90 acre tract, a distance of 707.31 feet to an iron pin found at the Southeasterly corner of said Z and B Trustee tract;

Thence North 86 deg. 44' 25" West, along a Northerly line of said 178.90 acre tract, a distance of 734.32 feet to an iron pin found at the Southwesterly corner of said Z and B Trustee tract, in the Easterly line of that 20.784 acre tract as described in a deed to Knox Community Hospital, of record in Deed Volume 378, Page 1 and in the Westerly line of said Northwest quarter of Section 24;

Thence North 1 deg. 41' 15" East, along said Easterly and Westerly lines and along the Easterly line of that 10.0 Acre tract as described in a deed to Realty Development Company No. 4, of record in Deed Volume 303, Page 401, passing an iron pin set in the Southerly right-of-way line of U.S. Route 36 at 902.15 feet, a total distance of 980.02 feet to the place of beginning and containing 17.789 acres of land, of which 0.993 acre lies within the right-of-way of U.S. Route 36 leaving a net useable acreage of 16.796 acres.

A survey is required in regards to the above referenced parcel. No legal description is available for the parcel estimated to contain .99 acre per the Knox County Auditor.

The above described property is subject to building restrictions, zoning restrictions, leases and easements of record, taxes and assessments which are a lien, and determination by the Tax Map Department of the Knox County Engineer's Office.

Parcel No: 66-09684.000

City Council City of Mount Vernon Mount Vernon, OH 43050 SCHEDULED ORDINANCE 2025-34	Meeting: 11/24/25 7:30 PM **Dept: Utilities** **Ruckman, Hager** Category: Utilities Prepared By: Rob Broeren Initiator: Zac Sherman **DOC ID: 4326**

AN ORDINANCE ESTABLISHING ANNUAL WASTEWATER RATE ADJUSTMENTS FOR CALENDAR YEARS 2026, 2027, AND 2028.

WHEREAS the City of Mount Vernon operates and maintains public water and wastewater utility systems to ensure safe, reliable, and compliant service for its residents and businesses; and

WHEREAS, projected capital needs, inflationary costs, and regulatory requirements necessitate a multi-year rate adjustment to sustain and improve the wastewater system; and

WHEREAS, Council acknowledges the corresponding need for incremental water rate adjustments to maintain adequate operational revenues and reserves within the water fund; and

WHEREAS, Council acknowledges that the Safety-Service Director will implement corresponding seven percent (7%) increases to all base and volumetric water rates according to the same schedule as established in Section 1 of this ordinance, during the first billing cycle of the second quarter of 2026, 2027, and 2028, pursuant to the authority granted under existing ordinances governing water system administration; and

WHEREAS, the current base User Charge is $7.46 (based on each 100 cu. ft. of flow being discharged to the sanitary sewer system), and Council has determined that annual increases of 11% of the User Charge implemented at the beginning of the second quarter in 2026, 2027, and 2028 is necessary to meet the projected capital needs, inflationary costs, and regulatory requirements to sustain and improve the wastewater system; and

WHEREAS, it is the intent of Council to provide predictable and transparent rate schedules for residents and to direct periodic review of utility fund performance and sustainability.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF OHIO:

SECTION 1. That Section 913.07(a) of the Codified Ordinances be amended to read as follows:

(1) The User Charge paid by all classes of users (based on each 100 cu. ft. of flow being discharged to the sanitary sewer system) shall be set as follows:

Effective April 1, 2026: $8.28

Effective April 1, 2027:	$9.19
Effective April 1, 2028:	$10.20

(2) Council shall, in coordination with the Safety-Service Director, Auditor, and Director of Public Utilities, conduct a formal revenue and expenditure review during the first quarter of 2028.

This review shall:

(A) Evaluate the sufficiency of wastewater and water revenues to meet operational and capital obligations;

(B) Determine whether scheduled increases of 2028 remain necessary; and

(C) Consider the potential implementation of Consumer Price Index (CPI)-based adjustments beginning in 2029, if justified by inflationary trends and cost of service analyses.

SECTION 2. The Safety-Service Director shall ensure that notice of the approved rate adjustments is provided to customers no later than thirty (30) days prior to the effective date of each increase, through utility bills, the City's website, and other public communications.

HISTORY:

11/10/25 City Council FIRST READING

Ruckman gave Ordinance 2025-34 it's first reading, and requested a 15-minute committee meeting on Nov. 24th.

City Council City of Mount Vernon Mount Vernon, OH 43050 SCHEDULED ORDINANCE 2025-37	Meeting: 11/24/25 7:30 PM **Dept: Land Use and Development** **Keener, Mahan** Category: Finance Prepared By: Rob Broeren Initiator: Zac Sherman **DOC ID: 4333**

AN ORDINANCE APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND FOUNDERS GROVE, LLC.

WHEREAS, the City of Mount Vernon (the "City") has encouraged the development of residential structures within its boundaries, which development would result in the creation and retention of housing and employment opportunities in the City; and

WHEREAS, the City Council of Mount Vernon (the "Council"), through Ordinance No. 2021-39, adopted October 25, 2021, as amended by Ordinance No. 2022-09, adopted February 14, 2022, and as amended by Ordinance No. 2023-27, adopted July 10, 2023, (the "CRA Legislation"), designated the area specified in the CRA Legislation as the Mount Vernon Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, pursuant to the CRA Legislation and the CRA Act, the City and Founders Grove, LLC (the "Developer") desire to enter into a Community Reinvestment Area Agreement (the "CRA Agreement"), substantially in the form attached hereto as Exhibit A and incorporated herein by reference, in connection with the development by the Developer in one or more phases, of six 8-housing unit apartment buildings and 108 housing units composed of 2-unit, 4-unit, and 6-unit villas, together with appurtenances thereto, (the "Project," as further described in the CRA Agreement) on certain land owned by or to be owned by the Developer in the City (the "Project Site") and located within the jurisdiction of the Mount Vernon City School District, which Project Site is described in Exhibit A to the CRA Agreement; and

WHEREAS, the CRA Agreement will provide Developer with a ten (10) year, 50% real property tax exemption for the assessed value of new structures constructed at the Project Site, as further described in the CRA Agreement (each a "CRA Exemption"); and

WHEREAS, the City has provided notice of the CRA Agreement to the Boards of Education of the Mount Vernon City School District and the Knox County Career Center in accordance with R.C. 5709.83; and

WHEREAS, Developer and the City desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve housing and employment opportunities in the City and will benefit the citizens of the City; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, County of Knox, State of Ohio, that:

Section 1. The CRA Agreement between the City and the Developer, substantially in the form attached to this Ordinance as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City as determined by the City Mayor. The City Mayor, for and in the name of the City, is hereby authorized to execute the CRA Agreement and any amendments thereto deemed by the City Mayor to be necessary. The approval of changes or amendments by the City Mayor, and the character of the changes or amendments as not being inconsistent with this Ordinance and not being substantially adverse to the City, shall be evidenced conclusively by the execution of the CRA Agreement by the City Mayor.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision-making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 3. This Ordinance shall take effect and be in force at the earliest date permitted by law.

HISTORY:

11/10/25	**City Council**	**FIRST READING**

Committee corrected from Streets and Public Buildings to Land Use and Development. Keener gave Ordinance 2025-37 it's first reading, and requested a 15-minute committee meeting on Nov. 24th.

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into by and between the CITY OF MOUNT VERNON, OHIO (the "City"), a municipal corporation and political subdivision of the State of Ohio (the "State"), through its City Council (the "Council") and FOUNDERS GROVE, LLC, an Ohio limited liability company, with offices located at 821 South Main Street, North Canton, Ohio 44720 (together with its successors and assigns, the "Developer").

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Knox County (the "County") that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, through Ordinance No. 2021-39, adopted October 25, 2021, as amended by Ordinance No. 2022-09, adopted February 14, 2022, and as amended by Ordinance No. 2023-27, adopted July 10, 2023, (the "CRA Legislation"), designated the area specified in the CRA Legislation as the Mount Vernon Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Director of Development of the State of Ohio has determined that the CRA as designated contains the characteristics set forth in R.C. Section 3735.66 and confirmed that area as a "Community Reinvestment Area" pursuant to R.C. Section 3735.66; and

WHEREAS, the Developer will or has acquired approximately 33.89 acres of land on Upper Gilchrist Road, Mount Vernon, Ohio 43050 commonly known as the "Residences at Founders Grove Site," Knox County Auditor Tax Parcel ID Number 71-00050.000 (the "Project Site"), which is described in Exhibit A attached hereto; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish in one or more phases on all or a portion of the Project Site six 8-housing unit apartment buildings and 108 housing units composed of 2-unit, 4-unit, and 6-unit villas, together with appurtenances thereto (with each individual building or structure to be constructed on the Project Site being referred to herein as a "Building"), as described in the Application (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, each transfer of the Project Site by the Developer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in

Section 15 hereof in order to bind each Owner to and under this Agreement (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); and

WHEREAS, the Housing Officer under R.C. Section 3735.67 has reviewed the Application and has recommended the same to the Council of the City on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of the City; and

WHEREAS, pursuant to the CRA Legislation, the City and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Mount Vernon City School District (the "School District") and the Knox County Career Center Joint Vocational School District (the "JVSD"), and the board of education for each of the School District and the JVSD (each a "Board of Education" or collectively, the "Boards of Education") have been notified of the proposed approval of this Agreement in accordance with R.C. Section 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, the Council, by Ordinance No. _______, passed on ___________, 2025, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Good Faith Estimates of Project Costs. The cost of the investments to be made in connection with the Project by the Developer, inclusive of portions of the Project that may not be eligible for or receive a CRA Exemption, is estimated to be at least forty five million five hundred thousand dollars ($45,500,000) (the "Minimum Investment"). The assumptions and estimates provided in this Section 1 are good faith estimates provided by the Developer and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. As of the Effective Date, Developer does not have machinery, equipment, furniture, fixtures or inventory at the Project. The parties further recognize and agree that the Developer's failure to make the Minimum Investment at the Project Site shall be considered a material failure of Developer to fulfill its obligations under this Agreement, which material failure may result in termination, suspension, or modification of the exemption from real property taxation granted under this Agreement.

2. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately December 2026; and the scheduled estimated completion month for such investments is no later than approximately December 31, 2028. The Developer's failure to complete the Project by December 31, 2028 shall be considered a material failure of Developer to fulfill its obligations under this Agreement, which material failure may result in termination, suspension, or modification of the exemption from real property taxation granted under this Agreement.

3. Good Faith Estimates of Project Job Creation. The Developer estimates that there will be created at the Project Site approximately [_] full-time permanent employee positions with an aggregate annual payroll of approximately $[__________] upon full build-out of the Project, and [_] part-time or temporary positions. Hiring of such employees is estimated to commence in in the first calendar quarter of 20[__] and to continue incrementally over the succeeding three (3) years. As of the Effective Date, the Developer has zero (0) employees at the Project Site; therefore, no employee positions will be retained by the Developer in connection with the Project. The estimates provided in this Section are good faith estimates and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, except as defined in Section 11 herein. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly.

4. Provision of Information. Each Owner shall provide or cause to be provided to the applicable tax incentive review council (the "TIRC") and community reinvestment area housing council ("Housing Council") any information reasonably required by the TIRC and/or the Housing Council to evaluate the compliance of such Owner with the Agreement, if requested by the TIRC and/or the Housing Council, and each Owner shall provide or cause to be provided any information reasonably necessary for the applicable TIRC to make the determinations required under R.C. Section 5709.85 and to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to R.C. Sections 5711.02, 5711.13 and 5727.08 if requested by the applicable TIRC. Upon the request of the applicable TIRC, each Owner shall provide the applicable TIRC any information reasonably necessary to perform its review with the nondiscriminatory hiring policies developed by the City under R.C. Section 5709.832.

Per R.C. Section 5709.85, annually the TIRC shall review the terms of this Agreement, and any Assignment and Assumption Agreement, and shall review any performance or audit reports required to be submitted pursuant to this Agreement or any Assignment and Assumption Agreement. On the basis of such review, the TIRC shall submit to the City a written recommendation for continuation, modification, or cancellation of such Agreement or Assignment and Assumption Agreement and, if applicable, the repayment of any already-received CRA Exemption benefits. In making its written recommendation, the TIRC may take into consideration (a) any fluctuations in the business cycle unique to the Owner's business, (b) the effect of local and regional market conditions on the Owner, (c) whether the Owner or parties that have assumed the obligations of the Owner have, collectively, satisfied the job creation and other obligations contained in this Agreement, (d) whether an Event of Default (as such term is defined below) has occurred and not been cured, and (e) if a CRA Exemption is otherwise subject to modification or cancellation pursuant to Section 11 herein. The City shall hold a meeting within sixty days of receipt of the annual written recommendations to vote to accept, reject, or modify all or any portion of the recommendations. In voting on whether to accept, reject, or modify all or any portion of the TIRC's recommendations, the City may take into consideration those factors outlined in (a) through (e) of this paragraph. Notwithstanding any of the foregoing, the City agrees that the remedies outlined in the last paragraph of Section 11(C) and in Section 11(D) of this Agreement shall not be available unless the City received a written recommendation from the TIRC for modification or cancelation of this Agreement or any Assumption Agreement for two (2) consecutive years at to a particular Building.

5. Real Property Tax CRA Exemption. The City hereby grants a ten (10) year, fifty percent (50%) real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2029 (i.e., tax lien date January 1, 2029) nor extend beyond tax year 2038 (i.e., tax lien date January 1, 2038). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only ten (10) years, the real property exemption period for the Project as a whole is expected to last more than ten (10) years. If a Building is constructed as a phased development and an expansion to a Building occurs after tax year 2029 (i.e., tax lien date January 1, 2029), the City agrees to work in good faith with the applicable Developer or Owner to provide a real property tax exemption for such expansion. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or by another entity or other entities in accordance with this Agreement.

6. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application the Housing Officer shall certify the tax exemption to the Knox County Auditor.

7. Obligation of Owner. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is nor corrected within thirty (30) days after written notice thereof is received by the Owner of the Building.

8. Obligations of the City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemption from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

9. Continuation of CRA. If for any reason the City revokes its designation of the CRA, or the Director of the Ohio Department of Development revokes certification of the CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2038.

10. Certification as to No Delinquent Taxes. Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Developer in this Section in any Assignment and Assumption Agreement.

11. Events of Default and Remedies.

A. Events of Default. Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Developer, any Owner, 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, Developer, any Owner, 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 potential event and the extent of the delay promptly after becoming aware of the event;

(ii) Developer, any Owner, or the City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

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

(iv) Developer or any Owner makes a general assignment for the benefit of creditors;

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

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

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

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party 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, 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, and (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. 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. Notwithstanding the above, the parties hereto acknowledge the Developer, or its affiliate, is under contract to purchase or intends to acquire the Project Site. Developer's failure to conclude the purchase of the Project Site for any reason shall not be considered a default. And, in such case, this Agreement shall be null and void and neither party shall have any further obligation to the other.

If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, other than with respect to the total investment associated with the Project, and the TIRC has made a recommendation to the City to modify or cancel any of the CRA Exemption granted by this Agreement under R.C. Section 5709.85 or pursuant to this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may modify or cancel the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the Event of Default or fraudulent certification.

D. Additional Remedies for Cessation of Operation or Failure to Achieve Job Creation and Payroll Estimates. In addition to any other remedy, if any Owner or operator of a Building ceases operations at a Building with a CRA Exemption for a period of two or more consecutive years (a "Cessation"), the City may thereafter cancel the CRA Exemption as to such Building and require the repayment of the amount of taxes that would have been payable with respect to such Building on the Project Site had such Building not been exempt from taxation under this Agreement, from the date of the Cessation; provided, however, that the City shall not cancel or require repayment with respect to any temporary cessation of operations at any Building within the Project Site during a period while an Owner or operator of a Building is proceeding with due diligence in the remodeling of a substantial portion of the Building to accommodate end-occupant uses.

If the TIRC recommends, and the City votes to require, the repayment of any already-received CRA Exemption benefits, the City shall direct the Knox County Auditor to strike the relevant portions of the relevant parcels from the exempt list in accordance with R.C. Section 5713.08. The Knox County Auditor shall certify, as an additional charge on the property, the amount of the already received CRA Exemption benefits to the Knox County Treasurer for the applicable years as recommended by the TIRC and voted by the City Council. The Knox County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

The City may secure repayment of the amount of such already-received CRA Exemption benefits that are to be repaid by a lien on the Parcel and Building in the amount required to be repaid. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that a mortgage lien is unable to be perfected or enforced against the applicable real property, the City may either enforce its mortgage lien or, in lieu thereof, may direct the County Auditor to certify, as an additional charge on the property, any amount to be repaid to the County Treasurer as delinquent taxes and the County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

E. Any termination or modification of a CRA Exemption as provided in this Section 11 shall have no effect on CRA Exemptions granted under this Agreement with respect to property of the Owners other than the defaulting Owner.

12. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Ordinance No. 2025-____ of the Council on ___________, 2025, this Agreement shall be effective immediately upon its execution.

13. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in R.C. Section 3735.671(C)) has violated the prohibition against entering into the Agreement under Division (C) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owner(s) other than such violating Owner(s).

15. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the Mayor, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity controlling, controlled by, or under common control with the Developer and (i) in which the Developer has at least 50% direct or indirect ownership; (ii) that has at least 50% direct or indirect ownership of the Developer; (iii) that shares at least 50% direct or indirect common ownership with the Developer; or (iv) Developer or its affiliate serves as managing member (a "Developer Transferee"). The City shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Developer or a Developer Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (a "Third-Party Transferee") (such transferred property may be referred to hereinafter as the "Transferred Property"). Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Developer Transferee or Third-Party Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Developer Transferee or Third-Party Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Developer Transferee or Third-Party Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the City of such Assignment and Assumption Agreement, as to the Transferred Property the Developer Transferee or Third-Party Transferee shall have all entitlements and rights to tax exemptions and obligations as an "Owner" under this Agreement, in the same manner and with like effect as if the Developer Transferee or Third-Party Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Developer Transferee or Third-Party Transferee.

16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages 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.

17. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

18. Validity. The City covenant and agree that it is prohibited from challenging the validity of this Agreement or the CRA. In that regard, the City waives any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the City shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

19. Modifications. If it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping, and operating the Project, the Owners shall request an amendment to this Agreement.

20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed deliver upon receipt of confirmation of transmission:

If to the City, to:

City of Mount Vernon
5 North Gay Street, Suite 222
Mount Vernon, OH 43050
Attention: Director of Law
Phone: (740) 393-9562

lawdirector@mountvernonohio.org

If to the Developer, to:

Founders Grove, LLC
Attn: Justin Logan, Chief Operating Officer
821 S. Main Street
North Canton, Ohio 44720
Phone: (330) 499-8153
jlogan@dehoff.com

With a copy to:

Jamie Minor, Esq.
Winkhart Law Group, LLC
825 S. Main Street
North Canton, Ohio 44720
Phone: (330) 639-2420
jminor@winkhartlaw.com

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

21. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA Exemption; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA Exemption, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owner(s) other than such violating Owner(s).

22. Local Support. During the term of the CRA Exemption, Developer shall contribute $[________], in the aggregate, annually to the Area Development Foundation, Inc. ("ADF") to support the economic development efforts in the community. Developer's failure to comply with this Section shall be considered a material failure of Developer to fulfill its obligations under this Agreement; provided, however, Developer shall have thirty (30) days after written notice of such failure to Developer to correct such failure.

23. Petition to Add Project Site to Mount Vernon New Community Authority. As a condition precedent to the granting of the CRA Exemption, the Developer consents to and shall cooperate with petitioning the City and the Mount Vernon New Community Authority (the "NCA") to add the Project Site to the territory of the NCA under the conditions mutually agreed upon by the City and the Developer. The Developer agrees to pay $[______] for the legal expenses of the NCA associated with adding the Project Site to the territory of the NCA, upon acceptance of the Project Site to the territory of the NCA by Council.

24. Estoppel Certificate. Upon request of an Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

25. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the Developer and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the City in connection with such subject matter.

26. Valuation Challenges. The Developer, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to R.C. Section 5715.19 for any portion of the Project for any tax year in which that portion of the Project is subject to exemption under this Agreement unless it provides the School District with notice at least twenty (20) days prior to the initiation of such proceedings.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____________, 2025.

CITY OF MOUNT VERNON, KNOX COUNTY, OHIO

By:_______________________________________
Matthew Starr, Mayor

By Ordinance No. [_______] dated [_______], 2025
Verified and Certified:

____
Daniel Brinkman, City Auditor

APPROVED AS TO FORM:

____
P. Robert Broeren, Jr., Law Director

FOUNDERS GROVE, LLC

By:_____________________________
Print Name: ____________________
Title: __________________________

STATE OF OHIO,

COUNTY OF KNOX, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, 2025, by Matthew Starr, the Mayor of the City of Mount Vernon, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

____
Notary Public

STATE OF ________,

COUNTY OF ___________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ______________, 2025, by _____________________, the ___________________________ of Founders Grove, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

____
Notary Public

[NOTARY PAGE TO CRA AGREEMENT]

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Project Site

The Project Site consists of the real property detailed on the records of the Knox County Auditor Tax Parcel ID Number 71-00050.000 (as combined and subdivided from time to time) as of the effective date of this Agreement.

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(Attached hereto)

EXHIBIT C.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Mount Vernon, Ohio (the "City"), a municipal corporation and political subdivision of the State of Ohio, through the Mount Vernon City Council (the "Council"); ______________________, a ______________________ (the "Company") and __________________________________, a __________________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Founders Grove, LLC (the "Developer") and the City, dated _______, 2025 (the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, the City, through Ordinance No. 2021-39, adopted October 25, 2021, as amended by Ordinance No. 2022-09, adopted February 14, 2022, and as amended by Ordinance No. 2023-27, adopted July 10, 2023, (the "CRA Legislation"), designated the area specified in the CRA Legislation as the Mount Vernon Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on ___________, 2025 the Company and the City entered into the CRA Agreement, concerning the development of six 8-housing unit apartment buildings and 108 housing units composed of 2-unit, 4-unit, and 6-unit villas, together with appurtenances thereto, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on ________________, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement [and the Developer acknowledges its continued obligations under the CRA Agreement NOTE: the preceding language should be included only if Developer continues to own property at the Project Site].

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Company that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 3 (“Employee Positions”), Section 4 (“Provision of Information”), Section 6 (“Application for Exemption”), Section 7 (“Payment of Non-Exempt Taxes”), Section 10 (“Certification as to No Delinquent Taxes”), Section 13 (“Non-Discriminatory Hiring”), Section 18 (“Validity”), Section 21 (“R.C. Section 9.66 Covenants”), and Section 22 (“Local Support”).

2. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Owner) to the CRA Agreement.

3. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

____
____
____
Phone: ____________________
Fax: ______________________

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _________________.

THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

By Ordinance No. ________________ dated ___________, 20__
Verified and Certified:

APPROVED AS TO FORM:

____

____

COMPANY

_____________, a ____________

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

SUCCESSOR

____

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[DEVELOPER]

By:____________________________
Print Name: ____________________
Title: _________________________

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(Attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(Attached hereto)

EXHIBIT C.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Mount Vernon (the "City"), a political subdivision of the State of Ohio, through the Mount Vernon City Council (the "Council"); ____________________, a ________________ (the "Company") and ________________________________, a _____________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Founders Grove, LLC, an Ohio limited liability company, ("Developer") and the City, made effective ___________, 2025 (the "CRA Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the City, through Ordinance No. 2021-39, adopted October 25, 2021, as amended by Ordinance No. 2022-09, adopted February 14, 2022, and as amended by Ordinance No. 2023-27, adopted July 10, 2023, (the "CRA Legislation"), designated the area specified in the CRA Legislation as the Mount Vernon Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on ___________, 2025 the Company and the City entered into the CRA Agreement, concerning the development of six 8-housing unit apartment buildings and 108 housing units composed of 2-unit, 4-unit, and 6-unit villas, together with appurtenances thereto, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__, the Company succeeded on ________________, 20__ to the interest of the Developer in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____________, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Developer in and to the CRA Agreement with respect to the Transferred Property;

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit

<u>C</u> and incorporated herein, the Successor has succeeded on _______________, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement [and the Developer acknowledges its continued obligations under the CRA Agreement NOTE: the preceding language should be included only if Developer continues to own property at the Project Site].

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 3 ("Employee Positions"), Section 4 ("Provision of Information"), Section 6 ("Application for Exemption"), Section 7 ("Payment of Non-Exempt Taxes"), Section 10 ("Certification as to No Delinquent Taxes"), Section 13 ("Non-Discriminatory Hiring"), Section 18 ("Validity"), Section 21 ("R.C. Section 9.66 Covenants"), and Section 22 ("Local Support").

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it][, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

____
____
____
Phone: ___________________
Fax: _____________________

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _________________.

THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

By Ordinance No. _______________ dated ___________, 20__
Verified and Certified:

APPROVED AS TO FORM:

____
____

COMPANY

_____________, a ____________

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

SUCCESSOR

____

By:_______________________________________

Print Name: _______________________________

Title:______________________________________

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[ ]

By:______________________________
Print Name: _____________________
Title: ___________________________

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(Attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(Attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(Attached hereto)