

**Village Of Ada Council Meeting**  
**May 16, 2023 6:30p.m.**  
**Municipal Building, Council Chambers**  
**115 W Buckeye Ave, Ada, Ohio**

**Call To Order:** Mayor Dave Retterer

**Pledge of Allegiance**

**Roll Call**

**Approval of Minutes:** Regular Meeting on May 2, 2023

**Claims Register:**

2023-10A	\$ 98,207.50	
2023-10B	\$ 102,430.27	Payroll 5.12.23
2023-10C	\$	To be distributed
2023-10D	\$	To be distributed – All Phase

**Open Floor to Public:**

**Mayor's Comments:**

**Resolutions:**

2023-31

May 16, 2023

**A Resolution Consenting to the Execution of an Agreement Between the Board of Commissioners of Hardin County, Ohio, and Wilson Sporting Goods Company, for the Adoption of a Project which will Provide for Employment Opportunities within the Village's Enterprise Zone and Declaring an Emergency.**

**Old Business:**

**New Business:**

**Committee Reports:**

Safety, Mr. Oestreich:

Personnel, Mr. Simmons: Confidential Memo

Streets, Mr. Campbell:

Finance, Ms. Mason:

Buildings and Grounds, Ms. Coressel:

Utilities, Mr. Beck:

**Fiscal Officer's Report:** Patty Navin:

**Police Chief's Report:** Alec Cooper:

**Zoning Inspector's Report:** Michael Harnishfeger:

**Village Administrator's Report :** Jamie Hall:

•Special Council meeting for public input on proposed change to Buckeye Ave.

**Legal Counsel's Report:** Jane Napier

**Executive Session (if needed) per ORC** \_\_\_\_\_ **Time in:** \_\_\_\_\_ **Time Out:** \_\_\_\_\_

**Any Other Village Business:**

**Adjournment:** 1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ **Vote: Yes** \_\_\_\_ **No** \_\_\_\_ **Time:** \_\_\_\_\_

**2023 Upcoming Meetings and Events:**

<b>Date</b>	<b>Event</b>	<b>Time</b>	<b>Location</b>
May 15, 2023	Ada-Liberty Ambulance Dist.	5:30 pm	530 N. Gilbert St., Ada, OH
May 16, 2023	Regular Council Meeting	6:30 pm	Municipal Building
May 19, 2023	Tree Commission	12:00 pm	Municipal Building
May 27, 2023	Municipal Pool Opens	12:00 pm	
May 29, 2023	Memorial Day – Village Offices Closed		
June 6, 2023	Regular Council Meeting	6:30 pm	Municipal Building
June 19, 2023	Ada-Liberty Ambulance Dist.	5:30 pm	530 N. Gilbert St., Ada, OH
June 20, 2023	Regular Council Meeting	6:30 pm	Municipal Building
July 4, 2023	Independence Day – Village Offices Closed		
July 5, 2023	Regular Council Meeting	6:30 pm	Municipal Building

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**REGULAR COUNCIL MEETING CALL TO ORDER:** Mayor David Retterer called the meeting to order at 6:30 pm. All recited the Pledge of Allegiance.

**ROLL CALL:** Council members Mr. Beck, Mr. Campbell, Ms. Coressel, Ms. Mason, Mr. Oestreich, and Mr. Simmons were present on roll call.

**OTHER VILLAGE OFFICIALS PRESENT:** Village Administrator Jamie Hall, Police Chiefs Alec Cooper and Michael Harnishfeger, Fiscal Officer Patty Navin, and Village Solicitor Jane Napier.

**OTHERS PRESENT:** Tim Thomas – Kenton Times, Harold Fenton, and Lindsay Walden-Hollar Ada Chamber of Commerce. Joe Shriner-Ada Herald and Paula Scott were present via web.

**APPROVAL OF MINUTES** from Regular Council Meeting on April 18, 2023:

1<sup>st</sup> : Ms. Mason                      2<sup>nd</sup> : Mr. Campbell

Discussion: None

Roll Call: Six ayes, with Mr. Campbell, Ms. Coressel, Ms. Mason, Mr. Oestreich, Mr. Simmons, and Mr. Beck voting aye. Motion carried.

**CLAIMS REGISTER:**

**2023-9A** in the amount of \$134,851.22 was presented for discussion.

1<sup>st</sup>: Ms. Coressel                      2<sup>nd</sup>: Mr. Campbell

Discussion: Ms. Coressel inquired about the Best Equipment invoice which was for the sewer, water, and storm line camera system. This was allocated between two funds.

Roll Call: Six ayes, with Ms. Coressel, Ms. Mason, Mr. Oestreich, Mr. Simmons, Mr. Beck, and Mr. Campbell voting aye. Motion carried.

**2023-9B** in the amount of \$59,221.96 was presented for discussion.

1<sup>st</sup>: Mr. Simmons                      2<sup>nd</sup>: Mr. Oestreich

Discussion: None

Roll call: Six ayes, with Ms. Mason, Mr. Oestreich, Mr. Simmons, Mr. Beck, Mr. Campbell, and Ms. Coressel voting aye. Motion carried.

**2023-9C** in the amount of \$11,853.04

1<sup>st</sup>: Mr. Beck                      2<sup>nd</sup>: Mr. Oestreich

Discussion: None

Roll call: Six ayes, with Mr. Oestreich, Mr. Simmons, Mr. Beck, Mr. Campbell, Ms. Coressel and Ms. Mason voting aye. Ms. Mason abstained. Motion carried.

**OPEN TO THE FLOOR:** None

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**MAYOR'S COMMENTS:** Mayor Retterer reported on the Arbor Day Celebration with the 3<sup>rd</sup> grade class at Ada Elementary School. This year's focus was trees with flowers. The top three pictures were selected and awarded books regarding trees.

**ORDINANCES:**

**Ordinance 20-2023** An Ordinance Accepting and Confirming the Dedication of Land to the Part of Clint Drive. 3<sup>rd</sup> Reading.

1<sup>st</sup>: Mr. Campbell                      2<sup>nd</sup>: Ms. Coressel

Discussion: None

Roll Call: Six ayes, with Mr. Simmons, Mr. Beck, Mr. Campbell, Ms. Coressel, Ms. Mason, and Mr. Oestreich voting aye. Motion carried.

**OLD BUSINESS:** Mr. Simmons asked about the status of the Eclipse Committee. Mr. Beck noted that the state was not providing any funding. Mr. Hall stated that the main line was moved from Forest, Ohio to Avon Lake, Ohio.

**NEW BUSINESS:** Mr. Simmons reported that he saw Chief Harnishfeger pick up a stray dog and find its owner. He also reported his attendance at the Hardin County Chamber & Business Alliance meeting held on Friday, April 28, 2023 in which Mayor Retterer and other local and state officials spoke.

**COMMITTEE REPORTS:**

**SAFETY:** Mr. Oestreich: No meeting, no report. Contract negotiations with the Police Sergeants will begin May 11, 2023.

**PERSONNEL:** Mr. Simmons: No meeting. Mr. Simmons noted that we have received one resume for the part-time zoning inspector position, however this is open until May 15, 2023. CMII position is advertised and open until May 19, 2023.

**STREETS:** Mr. Campbell: Committee meet on April 18, 2023. In the Council packet were the bid results for the 2023 Street Paving Program. Motion to approve the lowest and best bid by Bluffton Paving Co., Inc. for \$172,681.20.

1<sup>st</sup>: Mr. Campbell      2<sup>nd</sup>: Mr. Oestreich

Discussion: None

Roll Call: Six ayes with Mr. Beck, Mr. Campbell, Ms. Coressel, Ms. Mason, Mr. Oestreich, and Mr. Simmons voting aye. Motion carried.

**FINANCE:** Ms. Mason: No meeting, no report.

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**BUILDINGS & GROUNDS:** Ms. Coressel reported that the Farmers & Merchants Board had requested a 2024 Family Pool Pass for their Grand Prize for the 2023 Farmers & Merchant picnic. **Motion** to approve the pass as transferable but with no cash value.

1<sup>st</sup>: Ms. Coressel                      2<sup>nd</sup>: Mr. Oestreich

Discussion: None

Roll Call: Six ayes, with Mr. Campbell, Ms. Coressel, Ms. Mason, Mr. Oestreich, Mr. Simmons, and Mr. Beck voting aye. Motion carried.

**UTILITIES:** Mr. Beck: No meeting. No report.

**FISCAL OFFICER’S REPORT:** Ms. Navin: No report

**POLICE CHIEF’S REPORT:** Chief Cooper noted that Ada PD had received approximately 96 calls for service – 11 incidents, 2 accidents. Chief Cooper reported that the Ada Police Department has 36 bicycles and that individuals can file a claim until May 16, 2023 and then unclaimed bikes will be sold.

Chief Cooper also noted that Leads on-line allows search for stolen property through pawn shops at an annual subscription of \$1,600. Council concurred on moving forward with this subscription.

**ZONING INSPECTOR’S REPORT:** Chief Harnishfeger: No report.

**VILLAGE ADMINISTRATOR’S REPORT:** Mr. Hall presented the following:

- Grandview Blvd Reconstruction Project has been silent the last three days due to the rain. Waterline installation continues.
- 5<sup>th</sup> Public meeting for the CDBG Neighborhood Revitalization Grant will be held Saturday, May 13, 2023 at 10:00 am at the Village Historical Depot. Village is looking for community response on why the Village of Ada deserves these grants above other communities.
- Reminder to not blow grass clippings and debris onto the streets as it ends up in the storm water collection system which contaminates our lines and our streams. In addition, this is very hazardous to bicyclists and motorcycleists.
- The Tree Commission has received its spring tree order – 18 good size trees to plant in the Village right-of-way.
- Mr. Hall reported that on three grant project requests to the Hardin County Community Foundation, the Village was awarded two – the handicapped benches for the pool showers for \$895 and \$1,400 for Village planting of trees. The third project for the Eagle Scout building and installing a message board was not approved.

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- Mr. Hall is asking for Council input on holding a public meeting regarding the possible one-way direction and angle parking on Buckeye Avenue. Consensus was to hold this in June.

**LEGAL COUNSEL’S REPORT:** No report

**ANY OTHER VILLAGE BUSINESS:** Motion: To enter executive session under 121.22.(8)(g).  
No action will be taken.

1<sup>st</sup>: Mr. Oestreich                      2<sup>nd</sup>: Mr. Simmons

Discussion: None

Roll Call: Six ayes with Ms. Coressel, Ms. Mason, Mr. Oestreich, Mr. Simmons, Mr. Beck, and Mr. Campbell voting aye. Motion carried.

Council entered executive session at 7:10pm and reconvened into open session at 7:35pm. No action was taken.

**ADJOURNMENT:**

1<sup>st</sup>: Mr. Beck                      2<sup>nd</sup>: Mr. Oestreich.

Discussion: None

Roll Call: Six ayes, with Ms. Mason, Mr. Oestreich, Mr. Simmons, Mr. Beck, Mr. Campbell, and Ms. Coressel voting aye. Motion carried.

Time: 7:40 p.m.

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

Attest: \_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Mayor



Ada OH

# CLAIMS REGISTER 5.16.23 2023-10A

By Vendor Name

Payment Dates 5/16/2023 - 5/16/2023

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Vendor: AD00004565 - ADA AUTOMOTIVE</b>					
ADA AUTOMOTIVE	57650	2013 FPIU - Replace Serpentine Belt	VEHICLE REPAIR & MAINTENAN...	101-21-11-5-2220	77.01
<b>Vendor AD00004565 - ADA AUTOMOTIVE Total:</b>					<b>77.01</b>
<b>Vendor: A00088 - ADA HERALD</b>					
ADA HERALD	57651	CDBG Ad 4th Mtg	PUBLISHING	101-11-71-5-3355	40.00
<b>Vendor A00088 - ADA HERALD Total:</b>					<b>40.00</b>
<b>Vendor: A000102121 - AIRGAS USA, LLC</b>					
AIRGAS USA, LLC	57652	Bulk Tank Lease	RENT/LEASE	501-81-53-5-3340	830.00
<b>Vendor A000102121 - AIRGAS USA, LLC Total:</b>					<b>830.00</b>
<b>Vendor: B00031 - BEAVERDAM CONTRACTING</b>					
BEAVERDAM CONTRACTING	57653	Grandview Boulevard Reconstruction contract	STREETS	301-31-61-5-7750	73,030.92
<b>Vendor B00031 - BEAVERDAM CONTRACTING Total:</b>					<b>73,030.92</b>
<b>Vendor: B00080 - BLUFFTON STONE COMPANY</b>					
BLUFFTON STONE COMPANY	57654	Sand, Limestone, Small Berm	STONE	201-31-62-5-4442	1,340.69
<b>Vendor B00080 - BLUFFTON STONE COMPANY Total:</b>					<b>1,340.69</b>
<b>Vendor: 001135 - BURRELL, SEAN &amp; JOLYNN</b>					
BURRELL, SEAN & JOLYNN	57655	Compliance Deposit Refund - 428 E. Lehr, Ada	REFUNDS	101-61-41-5-3375	1,000.00
<b>Vendor 001135 - BURRELL, SEAN &amp; JOLYNN Total:</b>					<b>1,000.00</b>
<b>Vendor: 001068 - CARGILL, INC</b>					
CARGILL, INC	57656	28.23 Ton Deicer	SALT	201-31-62-5-4441	1,812.37
<b>Vendor 001068 - CARGILL, INC Total:</b>					<b>1,812.37</b>
<b>Vendor: C00130 - CHOICE ONE ENGINEERING CORPORATION</b>					
CHOICE ONE ENGINEERING CO...	57657	Grandview Blvd Eng inv #12	ENGINEERING - PROF SERV	301-31-61-5-3322	414.43
<b>Vendor C00130 - CHOICE ONE ENGINEERING CORPORATION Total:</b>					<b>414.43</b>
<b>Vendor: E00010 - E. J. PRESCOTT INC</b>					
E. J. PRESCOTT INC	57658	2 - Hand Held Repairs	EQUIPMENT REPAIR & MAINTEN...	201-31-62-5-2210	512.93
<b>Vendor E00010 - E. J. PRESCOTT INC Total:</b>					<b>512.93</b>
<b>Vendor: 001134 - ENGLAND, BRANDY</b>					
ENGLAND, BRANDY	57659	Depot Refunds 4.29.23 Rental	REFUNDS	101-17-73-5-3375	50.00
<b>Vendor 001134 - ENGLAND, BRANDY Total:</b>					<b>50.00</b>
<b>Vendor: 001139 - GARMANN MILLER</b>					
GARMANN MILLER	57660	Refund Compliance Deposit - 320 N Main APL	REFUNDS	101-61-41-5-3375	1,000.00
<b>Vendor 001139 - GARMANN MILLER Total:</b>					<b>1,000.00</b>
<b>Vendor: G00120 - GOLDEN GRAPHICS, LTD.</b>					
GOLDEN GRAPHICS, LTD.	57661	Citation Envelopes	PRINTING	101-21-11-5-3350	92.00
<b>Vendor G00120 - GOLDEN GRAPHICS, LTD. Total:</b>					<b>92.00</b>
<b>Vendor: G00150 - GRAINGER INC</b>					
GRAINGER INC	57662	Pintle Hook & Ball, Steel	VEHICLE REPAIR & MAINTENAN...	530-85-54-5-2220	101.68
<b>Vendor G00150 - GRAINGER INC Total:</b>					<b>101.68</b>
<b>Vendor: 001136 - GUYTON, GREG</b>					
GUYTON, GREG	57663	Compl Deposit Refund - 1128 Beech	REFUNDS	101-61-41-5-3375	1,000.00
GUYTON, GREG	57663	Comp Deposit Refund - 1122 Beech	REFUNDS	101-61-41-5-3375	1,000.00
<b>Vendor 001136 - GUYTON, GREG Total:</b>					<b>2,000.00</b>

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Vendor: H00010 - HACH COMPANY</b>					
HACH COMPANY	57664	Calcium Std, Bromcresol Green	LAB SUPPLIES	501-81-53-5-4412	129.33
<b>Vendor H00010 - HACH COMPANY Total:</b>					<b>129.33</b>
<b>Vendor: K00050 - KENTON TIMES</b>					
KENTON TIMES	57665	Street Paving Request for Bid	PUBLISHING	201-31-62-5-3355	124.80
<b>Vendor K00050 - KENTON TIMES Total:</b>					<b>124.80</b>
<b>Vendor: L000102 - LAWFT</b>					
LAWFT	57666	GH Armor Vest for Cooper	EQUIPMENT	101-21-11-5-7720	982.00
LAWFT	57666	Bullet proof vests Fowler/Sturgill	EQUIPMENT	101-21-11-5-7720	2,240.00
LAWFT	57666	Beltz - Boots, Knife, EarPhone Kit, Holder	CLOTHING ALLOWANCE	101-21-11-5-1240	366.32
<b>Vendor L000102 - LAWFT Total:</b>					<b>3,588.32</b>
<b>Vendor: 001138 - LEADSONLINE</b>					
LEADSONLINE	57667	Total Track Investigation Serv Pkg	TECH - PROF SERV	101-21-11-5-3310	1,635.00
<b>Vendor 001138 - LEADSONLINE Total:</b>					<b>1,635.00</b>
<b>Vendor: LG000903 - LIFEGUARD STORE</b>					
LIFEGUARD STORE	57668	Swimsuits	CLOTHING ALLOWANCE	250-51-34-5-1240	784.56
<b>Vendor LG000903 - LIFEGUARD STORE Total:</b>					<b>784.56</b>
<b>Vendor: L00090 - LIMA ARMATURE WORKS INC</b>					
LIMA ARMATURE WORKS INC	57669	Boiler Pump Motor	OPERATING SUPPLIES	530-85-54-5-4415	2,148.95
<b>Vendor L00090 - LIMA ARMATURE WORKS INC Total:</b>					<b>2,148.95</b>
<b>Vendor: LT0009301 - LT DISTRIBUTING</b>					
LT DISTRIBUTING	57670	Gas & Oil April	GAS & OIL	101-11-71-5-4420	40.13
LT DISTRIBUTING	57670	Gas & Oil April	GAS & OIL	101-21-11-5-4420	2,086.37
LT DISTRIBUTING	57670	Gas & Oil April	GAS & OIL	201-31-62-5-4420	365.67
LT DISTRIBUTING	57670	Gas & Oil April	GAS & OIL	501-81-53-5-4420	13.38
LT DISTRIBUTING	57670	Gas & Oil April	GAS & OIL	530-85-54-5-4420	26.76
<b>Vendor LT0009301 - LT DISTRIBUTING Total:</b>					<b>2,532.31</b>
<b>Vendor: V00010 - MATHESON TRI-GAS, INC.</b>					
MATHESON TRI-GAS, INC.	57671	6-50lb Cylinders Carbon Dioxide	OPERATING SUPPLIES	250-51-34-5-4415	556.63
<b>Vendor V00010 - MATHESON TRI-GAS, INC. Total:</b>					<b>556.63</b>
<b>Vendor: 001137 - NIEKAMP, GARY</b>					
NIEKAMP, GARY	57672	Comp Deposit Refund - 600 W. North	REFUNDS	101-61-41-5-3375	1,000.00
<b>Vendor 001137 - NIEKAMP, GARY Total:</b>					<b>1,000.00</b>
<b>Vendor: N00080 - NORTH CENTRAL LABORATORIES</b>					
NORTH CENTRAL LABORATORIES	57673	Fluoride Standard	LAB SUPPLIES	501-81-53-5-4412	322.92
<b>Vendor N00080 - NORTH CENTRAL LABORATORIES Total:</b>					<b>322.92</b>
<b>Vendor: O00155 - OTCO</b>					
OTCO	57674	Wastewater Workshop Webinar 4.25-26.23	TRAINING & CONFERENCES	530-85-54-5-6670	340.00
<b>Vendor O00155 - OTCO Total:</b>					<b>340.00</b>
<b>Vendor: R000105 - REPUBLIC SERVICES #388</b>					
REPUBLIC SERVICES #388	57675	SLUDGE REMOVAL	PROFESSIONAL SERVICES - OTH...	530-85-54-5-3330	1,801.68
<b>Vendor R000105 - REPUBLIC SERVICES #388 Total:</b>					<b>1,801.68</b>
<b>Vendor: S00140 - SHERWIN WILLIAMS STORE 1808</b>					
SHERWIN WILLIAMS STORE 1808	57676	Traffic Marking Paint	OPERATING SUPPLIES	201-31-62-5-4415	900.00
<b>Vendor S00140 - SHERWIN WILLIAMS STORE 1808 Total:</b>					<b>900.00</b>
<b>Vendor: 001126 - SIRCHE ACQUISITION CO, LLC</b>					
SIRCHE ACQUISITION CO, LLC	57677	Evidence Box, Gun/25EA	OPERATING SUPPLIES	101-21-11-5-4415	40.97
<b>Vendor 001126 - SIRCHE ACQUISITION CO, LLC Total:</b>					<b>40.97</b>
<b>Grand Total:</b>					<b>98,207.50</b>



## Report Summary

## Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	12,649.80
201 - STREET FUND	5,056.46
250 - POOL FUND	1,341.19
301 - CAPITAL PROJECTS FUND	73,445.35
501 - WATER FUND	1,295.63
530 - SEWER FUND	4,419.07
<b>Grand Total:</b>	<b>98,207.50</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-11-71-5-3355	PUBLISHING	40.00
101-11-71-5-4420	GAS & OIL	40.13
101-17-73-5-3375	REFUNDS	50.00
101-21-11-5-1240	CLOTHING ALLOWANCE	366.32
101-21-11-5-2220	VEHICLE REPAIR & MAINT...	77.01
101-21-11-5-3310	TECH - PROF SERV	1,635.00
101-21-11-5-3350	PRINTING	92.00
101-21-11-5-4415	OPERATING SUPPLIES	40.97
101-21-11-5-4420	GAS & OIL	2,086.37
101-21-11-5-7720	EQUIPMENT	3,222.00
101-61-41-5-3375	REFUNDS	5,000.00
201-31-62-5-2210	EQUIPMENT REPAIR & MA...	512.93
201-31-62-5-3355	PUBLISHING	124.80
201-31-62-5-4415	OPERATING SUPPLIES	900.00
201-31-62-5-4420	GAS & OIL	365.67
201-31-62-5-4441	SALT	1,812.37
201-31-62-5-4442	STONE	1,340.69
250-51-34-5-1240	CLOTHING ALLOWANCE	784.56
250-51-34-5-4415	OPERATING SUPPLIES	556.63
301-31-61-5-3322	ENGINEERING - PROF SERV	414.43
301-31-61-5-7750	STREETS	73,030.92
501-81-53-5-3340	RENT/LEASE	830.00
501-81-53-5-4412	LAB SUPPLIES	452.25
501-81-53-5-4420	GAS & OIL	13.38
530-85-54-5-2220	VEHICLE REPAIR & MAINT...	101.68
530-85-54-5-3330	PROFESSIONAL SERVICES -...	1,801.68
530-85-54-5-4415	OPERATING SUPPLIES	2,148.95
530-85-54-5-4420	GAS & OIL	26.76
530-85-54-5-6670	TRAINING & CONFERENC...	340.00
<b>Grand Total:</b>	<b>98,207.50</b>	

## Project Account Summary

Project Account Key	Payment Amount
**None**	98,207.50
<b>Grand Total:</b>	<b>98,207.50</b>



Ada OH

Packet: PYPKT00235 - P.P.E. 5/6/23  
Payroll Set: 01 - ADA

Pay Period: 04/23/2023 - 05/06/2023

Total Direct Deposits: 59,041.19  
Total Check Amounts: 0.00

Males Paid: 18  
Females Paid: 9  
Total Employees: 27

**EARNINGS**

Pay Code	Units	Pay Amount
HSA	0.00	100.00
OT	24.83	863.86
PD FIREARMS INST	0.00	28.95
PD OT	8.60	273.75
PD PERSONAL	9.00	193.86
PD REG PAY	672.60	16,853.03
PD SICK	5.40	140.31
PD SUPP	560.00	35,695.80
PD VACATION	33.00	1,044.34
PERSONAL	34.00	800.06
REGULAR PAY	1,115.26	26,819.20
SICK	26.00	567.60
SUPPLEMENT	0.00	2,393.11
VACATION	16.00	402.40
<b>Total:</b>	<b>2,504.69</b>	<b>86,176.27</b>

**TAXES**

Code	Subject To	Employee	Employer
ADA CITY TAX	84,181.86	1,389.01	0.00
FEDERAL W/H	79,852.23	8,447.60	0.00
MEDICARE	84,181.86	1,220.64	1,220.64
OH STATE WH	79,852.23	2,330.76	0.00
SD ADA	24,515.92	367.73	0.00
SD BLUFFTON	5,132.59	25.67	0.00
SD CORY RAWSON	11,539.00	201.93	0.00
SD JACKSON CTR	1,363.72	20.45	0.00
SD KENTON	1,858.67	18.59	0.00
SD MCCOMB	7,370.02	110.55	0.00
Unemployment	86,076.27	0.00	0.00
<b>Total:</b>		<b>14,132.93</b>	<b>1,220.64</b>

**Earnings: \$ 86,176.27**  
**OPERS: \$ 4,458.48**  
**OP&F: \$ 10,574.88**  
**Medicare: \$ 1,220.64**  
**TOTAL: \$102,430.27**

**DEDUCTIONS**

Code	Subject To	Employee	Employer
DEF COMP	0.00	1,145.00	0.00
DENTAL	0.00	200.15	0.00
HSA	0.00	100.00	0.00
INS. ELEC.	0.00	134.95	0.00
MEDICAL	0.00	1,551.34	6,911.75
OPERS	31,846.23	3,184.63	0.00
OPERS ER	31,846.23	0.00	4,458.48
POL PEN ER	54,230.04	0.00	10,574.88
POL PENSION	54,230.04	6,643.16	0.00
VISION	0.00	42.92	0.00
<b>Total:</b>		<b>13,002.15</b>	<b>21,945.11</b>

**RECAP 01 - ADA**

Earnings:	86,176.27	Benefits:	0.00	Deductions:	13,002.15	Taxes:	14,132.93	Net Pay:	59,041.19
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**RESOLUTION 2023-31**

**A RESOLUTION CONSENTING TO THE EXECUTION OF AN AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF HARDIN COUNTY, OHIO AND WILSON SPORTING GOODS COMPANY, FOR THE ADOPTION OF A PROJECT WHICH WILL PROVIDE FOR EMPLOYMENT OPPORTUNITIES WITHIN THE VILLAGE'S ENTERPRISE ZONE AND DECLARING AN EMERGENCY.**

Whereas, the Village of Ada has heretofore consented to the establishment of an enterprise zone by the Board of Commissioners of Hardin County, Ohio as authorized by law, and

Whereas, Wilson Sporting Goods Company has proposed a project which will involve new infrastructure and employment within the enterprise zone in the village and improve the economic climate of the village and county and the Enterprise Zone Committee and Tax Incentive Review Committee have reviewed the progress and recommended to the terms of agreements attached as Exhibit "A." and Exhibit "B"

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ADA, OHIO:

SECTION 1. That the Village of Ada hereby consents to and recommends the approval of the enterprise zone agreement by and between the Board of Commissioners of Hardin County, Ohio, and Wilson Sporting Goods, upon the conditions recommended by the Enterprise Zone Committee and by the Tax Incentive Review Committee.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, the particular necessity being the need to enable the parties to immediately enter into an enterprise zone agreement. Therefore, this Resolution shall go into immediate effect.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
FISCAL OFFICER

**OHIO ENTERPRISE ZONE AGREEMENT**

**EXHIBIT A**

This agreement made and entered into by and between the Village of Ada, Hardin County, Ohio, a political subdivision duly organized and validly existing under the laws of the State of Ohio, with its main offices located at 115 W. Buckeye Ada, Ohio (hereinafter referred to as "VILLAGE") and the Board of Commissioners of Hardin County, a political subdivision duly organized and existing under the laws of the State of Ohio with its main offices located at One Courthouse Square Suite 100, Kenton, Ohio (hereafter referred to as "Hardin County") and Wilson Sporting Goods Co., with its factory offices in Hardin County currently located at 217 Liberty St. Ada, OH 43316 (hereinafter referred to as "Wilson Sporting Goods"),

WITNESSETH;

**WHEREAS**, The Village and Hardin County have encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

**WHEREAS**, Wilson Sporting Goods is desirous of constructing a new eighty thousand (80,000) square foot facility for manufacturing to expand its football manufacturing operations (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

**WHEREAS**, the Board of Commissioners of Hardin County, Ohio by Resolution No. V43-59 adopted February 3, 1989, designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and the zone was subsequently amended by Resolution No.V-54- 193, adopted by the Hardin County Commissioners on February 8, 1996; and

**WHEREAS**, effective the 15<sup>th</sup> day of February 1989, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution contains the characteristics set forth in O.R.C. §5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

**WHEREAS**, The Village and Hardin County having the appropriate authority for the stated type of project is desirous of providing Wilson Sporting Goods with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

**WHEREAS**, Wilson Sporting Goods has submitted a proposed agreement application (herein attached as Exhibit A) to The Village and Hardin County Commissioners (hereinafter referred to as "APPLICATION"); and

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

**WHEREAS**, the Enterprise Negotiation Committee have investigated the application of Wilson Sporting Goods and has recommended approval of the same to the Village and the Board of Commissioners of Hardin County on the basis that Wilson Sporting Goods is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of The Village and Hardin County; and

**WHEREAS**, the project site as proposed by Wilson Sporting Goods is located at or adjacent to 217 Liberty St. Ada, OH 43316 in the Village of Ada Exempted School District and the Apollo Career Center and the Board of Education of the respective School Districts have been notified in accordance with O.R.C. §5709.83 and O.R.C. §5709.62(D) and been given a copy of the APPLICATION;

**WHEREAS**, pursuant to O.R.C. §5709.62(C), §5709.63(A) or §5709.632 and in conformance with the format required under O.R.C. §5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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

1. Wilson Sporting Goods shall construct a new eighty thousand (80,000) square foot facility for manufacturing to expand its football manufacturing operations. The new facility will be located at or adjacent to 217 Liberty St. Ada, OH 43316.

In addition, Wilson Sporting Goods will purchase and install approximately \$3,500,000 worth of new machinery and equipment and \$1,500,000 in furniture and fixtures.

The PROJECT will begin in May, 2023, and all acquisition, construction and installation is scheduled to be completed by May, 2024.

The total investment of this expansion project is greater than 10% of the market value of the property today.

2. In total Wilson Sporting Goods currently has 145 full-time employees and 3 part-time employees in the State of Ohio.

Wilson Sporting Goods shall create within a time period not exceeding 36 months after the commencement of operation of the aforesaid facility as specified below, the equivalent of 20 full-time permanent job opportunities.

This increase in the number of employees will result in approximately \$1,200,000 of additional annual payroll for Wilson Sporting Goods. The following is an itemization by the type of new jobs created: 20 full-time permanent positions amounting to \$1,200,000.

Wilson Sporting Good’s schedule for hiring is as follows: create 5 new full-time permanent jobs in year one; 10 new full-time permanent jobs in year two; 5 new full-time permanent jobs in year three. The job creation period begins July, 2024, and all jobs will be in place by June, 2027.

3. Wilson Sporting Goods shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to O.R.C. §5711.02 as requested by the council.
4. The Village and Hardin County hereby grant a tax exemption for eligible new real property improvements made to the PROJECT site pursuant to pursuant O.R.C. §5709.62, 5709.63 or 5709.632 and shall be in the following amount:

100% exemption for 15 years. Each identified project improvement will receive a fifteen-year exemption period from the date of the expansion completion that occurs within the same time of the commencement of this PROJECT on May, 2023, through May, 2024.

5. The Village and Hardin County hereby grant a 100% tax exemption for 15 years for PROJECT pursuant to O.R.C. §5709.62, §5709.63, §5709.632 and shall be in the following amounts:

**The exemption commences the first year for which the newly constructed facility on the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after year 15 (fifteen) nor extend beyond year 15 (fifteen).**

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
<u>YR 1</u>	<u>100%</u>
<u>YR 2</u>	<u>100%</u>
<u>YR 3</u>	<u>100%</u>
<u>YR 4</u>	<u>100%</u>
<u>YR 5</u>	<u>100%</u>
<u>YR 6</u>	<u>100%</u>
<u>YR 7</u>	<u>100%</u>
<u>YR 8</u>	<u>100%</u>
<u>YR 9</u>	<u>100%</u>
<u>YR 10</u>	<u>100%</u>

<u>YR 11</u>	<u>100%</u>
<u>YR 12</u>	<u>100%</u>
<u>YR 13</u>	<u>100%</u>
<u>YR 14</u>	<u>100%</u>
<u>YR 15</u>	<u>100%</u>

Each identified project improvement will receive a fifteen-year exemption period.

Wilson Sporting Goods must file the appropriate tax forms (DTE 24) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

- Wilson Sporting Goods shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to Hardin County once per year for each year the agreement is effective in the month of March in the form of a check. The fee is to be paid to the Hardin County Auditor, made out to the Hardin County Treasurer. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with O.R.C. §5709.68 and by the tax incentive review council created under O.R.C. §5709.85 exclusively for the purposes of performing the duties prescribed under that section.

- Wilson Sporting Goods shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Wilson Sporting Goods fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
- The Village and Hardin County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or The Village or Hardin County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Wilson Sporting Goods materially fails to fulfill its obligations under this agreement and The Village and Hardin County terminate or modify the exemptions from taxation granted under this agreement.
- If Wilson Sporting Goods materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if The Village or Hardin County determine that the certification as to delinquent taxes required by this agreement is fraudulent, The Village or Hardin County may terminate or modify the exemptions from taxation granted under this agreement, and may require the repayment of the amount of taxes that would have been

payable had the property not been exempted from taxation under this agreement for each year in which the abatement was taken.

11. Wilson Sporting Goods hereby certifies that at the time this agreement is executed, Wilson Sporting Goods does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which Wilson Sporting Goods is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, Wilson Sporting Goods currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Wilson Sporting Goods. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the O.R.C. governing payment of those taxes.
12. Wilson Sporting Goods affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) 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.
13. Wilson Sporting Goods and The Village and Hardin County acknowledge that this agreement must be approved by formal action of the legislative authority of The Village and Hardin County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
14. The Village and Hardin County have developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Wilson Sporting Goods is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
15. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Wilson Sporting Goods, any successor enterprise, or any related member (as those terms are defined in O.R.C. §5709.61) has violated the prohibition against entering into this agreement under of O.R.C. §3735.6(E) or §5709.62, §5709.63, or §5709.632 to the time prescribed by that division or either of those sections.
16. Wilson Sporting Goods affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of Wilson Sporting Goods has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, Wilson Sporting Goods shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.



17. This agreement is not transferrable or assignable without the express, written approval of The Village and Hardin County Board of Commissioners.
18. Additional understandings: The Village and Hardin County have estimated to Wilson Sporting Goods that such tax exemption may result in an estimated tax savings to Wilson of approximately \$75,000 per year for 15 years related to the newly constructed facility, provided Wilson Sporting Goods fulfills its obligations under this agreement. Apart from the tax exemption granted herein, the ongoing real property taxes to which the Wilson factory properties in Ada, OH may continue to be subject, are as follows: approximately \$13,170 per year in property taxes and approximately \$1,425 per year in special assessments based on current appraised values and rates of taxation on Wilson's current properties and improvements in Ada, OH. The approval required under Section 13 above is expected to occur on or about May 16, 2023. Wilson Sporting Goods shall have no liabilities for failure to fulfill its obligations under this agreement other than the repayment of the amount of taxes that would have been payable had the newly constructed facility not been exempted from taxation under this agreement for each year in which the abatement was taken, and for the payment of any unpaid taxes as of the current date, if any.

**IN WITNESS WHEREOF**, the Village of Ada, by David A. Retterer, Mayor, and pursuant to Resolution No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023, the Board of Commissioners of Hardin County, Ohio by Resolution No. \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023 has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023. Wilson Sporting Goods Machines, Inc. by Andy Wentling, Plant Manager, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Hardin County Board of Commissioners:

By \_\_\_\_\_  
Roger Crowe

By \_\_\_\_\_  
Timothy Striker

By \_\_\_\_\_  
Fred Rush

Village of Ada:

By \_\_\_\_\_  
David A. Retterer

Wilson Sporting Goods Co.

By \_\_\_\_\_  
Andy Wentling, Plant Manager

Approved as to form:

\_\_\_\_\_  
Bradford W. Bailey  
Hardin County Prosecutor

**ENTERPRISE ZONE COMPENSATION AGREEMENT**

This ENTERPRISE ZONE COMPENSATION AGREEMENT (hereinafter referred to as the “COMPENSATION AGREEMENT”) made and entered into by and among the Ada Exempted Village School District, Apollo Career Center School District, Hardin County Commissioners and Wilson Sporting Goods Co. specifies the sole manner of making and terms of compensation payments to the school districts in lieu of receiving real property tax based upon the value of the real property listed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference).

**WHEREAS**, the Ohio Enterprise Zone Act under Ohio Revised Code (hereinafter “O.R.C.”) Sections 5709.61 through 5709.69 authorizes counties, with the consent and agreement of affected municipalities and townships therein, to designate areas as Enterprise Zones and to execute agreements with certain enterprises for the purpose of establishing, expanding, renovating or occupying facilities and hiring new employees and preserving jobs within said zones in exchange for specified local tax incentives granted by the municipality, township and county; and

**WHEREAS**, the Ada Exempted Village School District and the Apollo Career Center School District have been provided a copy of the requirements of the Ohio Enterprise Zone Program, including the notice and meeting provisions (O.R.C. Section 5709.83), revenue sharing requirements (O.R.C. Section 5709.82), participation in the Tax Incentive Review Council requirement (O.R.C. Section 5709.85) annual reporting requirements (O.R.C. Section 5709.68), and approvals required on specific projects exceeding this stated incentive level (O.R.C. Section 5709.63); and

**WHEREAS**, the Ada Village Council has acted pursuant to O.R.C. Section 5709.63 by passing Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2023; and the Board of Commissioners of Hardin County have acted by passing Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2023, to grant a one hundred percent (100%) real property tax exemption for fifteen (15) years to Wilson Sporting Goods Co. and entered into a formal Enterprise Zone Agreement on \_\_\_\_\_, 2023; and

**WHEREAS**, pursuant to O.R.C. Section 5709.82, the Ada Exempted Village School District and Apollo Career Center School District and Wilson Sporting Goods Co. desire to enter into a **COMPENSATION AGREEMENT** concerning the benefits relating to the aforementioned **“PROJECT.”**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the Ada Exempted Village School District and the Apollo Career Center School District, the Hardin County Commissioners and Wilson Sporting Goods Co. as follows:

**SECTION 1. Definitions, in the Agreement, as used and set forth below shall have the following meaning:**

- A. **“PARTICIPATING ENTITIES”** and/or **“SIGNEES”** shall mean the **ADA EXEMPTED VILLAGE SCHOOL DISTRICT** (hereinafter referred to as the **“SCHOOL”**), with its offices located at 725 West North Avenue, Ada, Ohio 45810, the **APOLLO CAREER CENTER SCHOOL DISTRICT** (hereinafter referred to as **“APOLLO”**), with its offices located at 3325 Shawnee Road, Lima, Ohio 45806, the **HARDIN COUNTY COMMISSIONERS** (hereinafter referred to as the **“COUNTY”**) with offices located at One Courthouse Square, Kenton, Ohio, 43326, the **ENTERPRISE ZONE**

ADMINISTRATOR (hereinafter referred to as the “EZA”), Hardin County Chamber and Business Alliance, with offices located at 225 South Detroit Street, Kenton, Ohio 43326, and WILSON SPORTING GOODS CO. (hereinafter referred to as “WILSON”), with its main offices located at 217 Liberty Street, Ada, Ohio 45810.

- B. “EZ AGREEMENT” shall mean the Enterprise Zone Agreement entered into by (1) the COUNTY, (2) Ada Village Council (“COUNCIL”), and (3) WILSON.
- C. “PROJECT” shall mean the new manufacturing facility of WILSON located at East Highland Avenue, Ada relating to and as set forth in the Enterprise Zone Agreement and the creation of new jobs at that location.
- D. “EXEMPTION YEAR” shall mean any real property tax return year in which the PROJECT is receiving real property tax forgiveness under the aforementioned EZ AGREEMENT pursuant to O.R.C. Sections 5709.62 and/or 5709.63.
- E. ANNUAL PAYMENT AMOUNT (hereinafter referred to as “PAYMENT AMOUNT”) shall mean the amount paid by WILSON SPORTING GOODS to the SCHOOL and APOLLO through the EZA (with the approval of the COUNTY) in lieu of real property taxes. This PAYMENT AMOUNT shall be paid to the SCHOOL and APOLLO, as determined by the SIGNEES and the Hardin County Auditor’s Office.

**SECTION 2. Compensation Annual Payment Review.**

Evidence shall be provided by the EZA, to the COUNTY, the SCHOOL, and APOLLO of the manner in which the annual PAYMENT AMOUNT is calculated at the time this COMPENSATION AGREEMENT and the EZ AGREEMENT are executed. The parties agree that these payments will be reviewed not later than March 31<sup>st</sup> of each year the EZ AGREEMENT is in effect by the Ada Tax Incentive Review Council. The

parties to this **COMPENSATION AGREEMENT** further agree that the amount of the **PAYMENT AMOUNTS** shall not increase or decrease but are fixed for the life of the **COMPENSATION AGREEMENT**. In the event it becomes more advantageous for all parties involved to treat these **PAYMENT AMOUNTS** in a specific manner, or to have the **PAYMENT AMOUNTS** designated or made in some other way, the **SCHOOL**, **APOLLO** and **WILSON** agree to take all reasonable steps to accommodate all the parties involved in this **COMPENSATION AGREEMENT**.

### **SECTION 3. Compensation Annual Payment**

During each **EXEMPTION YEAR** in which **WILSON** receives a real property tax benefit pursuant to the **EZ AGREEMENT**, **WILSON** shall pay the **SCHOOL** and **APOLLO**, respectively, through the **EZA**, an annual **PAYMENT AMOUNT** as set forth in the attached **EXHIBIT A**, copies of which are attached hereto and incorporated herein by reference. The calculation of the **PAYMENT AMOUNT** equals the total sum of the **SCHOOL** and **APOLLO** portion of real property taxes for the new real property put into service after the effective date of the **EZ AGREEMENT** and within the expansion period provided therein, for the **PROJECT** attributed to the operating millage amount only, had those new real property taxes been collected by the Hardin County Treasurer, for the term of the exemption multiplied by twenty-five percent (25%) and divided between the **SCHOOL** and **APOLLO** as set forth on attached **EXHIBIT A** by the number of years in the exemption period. With respect to investments that commence with **TAX YEAR 2024**, the **EXEMPTION** shall not extend beyond **TAX YEAR 2038**.

### **SECTION 4. Compensation Payment Schedule**

During each EXEMPTION YEAR relating to the PROJECT, WILSON shall pay the SCHOOL and APOLLO through the EZA an annual PAYMENT AMOUNT on or before July 15<sup>th</sup> of each year of the EZ AGREEMENT and COMPENSATION AGREEMENT as set for in EXHIBIT A. The first PAYMENT AMOUNT will commence in the year in which real property taxes attributable to the PROJECT property would have been payable, were that property not exempted from taxation. PAYMENT AMOUNTS for said compensation will begin and be collected by July 15, 2026 and will cease on or by July 15, 2041. There will be a grace period of sixteen (16) days within which the payment must have been made (not later than July 31<sup>st</sup>), in order to avoid default notification stated in Section 9 of this COMPENSATION AGREEMENT.

#### **SECTION 5. Place of Payments**

COMPENSATION PAYMENTS to the SCHOOL and APOLLO shall be payable to the SCHOOL and APOLLO, sent to the EZA, for the purpose of monitoring the terms of this COMPENSATION AGREEMENT. EZA will then report to the COUNTY and then forward said payments to the SCHOOL and APOLLO respectively.

#### **SECTION 6. Tax Incentive Review Council Annual Meeting**

WILSON shall participate in an annual Tax Incentive Review Council meeting with all affected taxing authorities or SIGNEES. This meeting shall be held prior to March 31<sup>st</sup> of each year relating to the aforementioned PROJECT.

#### **SECTION 7. County and State Reporting Requirements**

WILSON shall file with the EZA copies of all State of Ohio Enterprise Zone requirement forms. WILSON shall also file with the Hardin County Auditor and the

State of Ohio real property tax forms (e.g., DTE Form 24) for each year **WILSON** receives benefits under the **EZ AGREEMENT**.

#### **SECTION 8. Income Tax Revenue Sharing**

Pursuant to O.R.C. Section 5709.82, **SIGNEES** agree that the municipal income and/or payroll taxes generated as a result of jobs created relating to the **PROJECT** shall not be shared with the **SCHOOL** or **APOLLO**.

#### **SECTION 9. Defaults and Remedies**

Exemptions from taxation of real property taxes granted under the **EZ AGREEMENT** by the **COUNCIL** and the **COUNTY** shall be reviewed annually (Tax Years 2024-2038) by the Ada Tax Incentive Review Committee and participating **SIGNEES**. In the event of a default by **WILSON**, a late **COMPENSATION AGREEMENT** payment after July 15<sup>th</sup> and not made by July 31<sup>st</sup> of each **EXEMPTION YEAR** or a discrepancy of payment by **WILSON**, all **PARTICIPATING PARTIES** of this **COMPENSATION AGREEMENT** shall be notified in writing by the **EZA** within five (5) working days after the last day of July of the occurrence. If it is determined by the **COUNTY** and the **EZA** that **WILSON** has violated the **EZ AGREEMENT** or this **COMPENSATION AGREEMENT**, the **EZ AGREEMENT** and/or this **COMPENSATION AGREEMENT** may be modified or revoked and the actual amount of abated taxes relating to the **PROJECT** shall be certified by the Hardin County Auditor and placed upon the tax duplicate. Compensation paid to the **SCHOOL** and **APOLLO** as donations will continue to be viewed as donations and the full amount of unpaid tax for each year will be due from **WILSON**, less the amount of the compensation payments to the **SCHOOL** and/or **APOLLO**.



**SECTION 10. Amendments**

This **COMPENSATION AGREEMENT** may not be amended or modified without the written consent of all the parties hereto.

**SECTION 11. Entire Agreement**

This **COMPENSATION AGREEMENT** sets forth the entire agreement and understanding between the parties as the subject matter contained herein and merges and supersedes all prior discussions, agreements and undertakings of every kind and nature between the parties with respect to the matter of this **COMPENSATION AGREEMENT**. The **SCHOOL** and **APOLLO**, in cooperation with the **EZA** and the **COUNTY**, agree to work cooperatively with **WILSON** to establish resource services relating to **WILSON**'s employment needs.

**SECTION 12. Severability of Provisions**

The invalidity of any provisions of this **COMPENSATION AGREEMENT** shall not affect the other provisions of this **COMPENSATION AGREEMENT**, and this **COMPENSATION AGREEMENT** shall be constructed in all respects as if any invalid portions were omitted.

**SECTION 13. Acts of God**

In the event of a catastrophic event (to be determined jointly by the **COUNCIL**, the **COUNTY** and the **EZA**) that would render the real property described in the **EZ AGREEMENT** unusable/destroyed, this **COMPENSATION AGREEMENT** will become null and void and any additional pages due after the catastrophic event will be terminated.

**SECTION 14. Effect of Possible Change in Ohio Real Property Tax Law**

If, as a result of a repeal of, or another significant change to, Ohio real property tax law, which can include other related state or local tax law changes such as the enactment of a new tax and changes in revenue sources for local government entities and the local government entities have authority under the new changes or exiting law to address the matter; and **WILSON** believes that it has been materially harmed and the **SCHOOL** and **APOLLO** have materially benefited, or the **SCHOOL** and **APOLLO** believe that they have been materially harmed and **WILSON** has materially benefited, **WILSON**, the **SCHOOL** or **APOLLO** may give notice to the other parties of their desire to enter into an amendment to this **COMPENSATION AGREEMENT** or new agreement(s), or both. If such notice is given, the parties shall negotiate in good faith in an attempt to reach a result that is fair and just, legally possible, considering all circumstances, including the parties' reasonable expectations concerning real property tax payments, real property tax receipts and compensation payments at the time and execution of this **COMPENSATION AGREEMENT** and the **EZ AGREEMENT**. If the parties are unable to agree to an amendment to this **COMPENSATION AGREEMENT** or new agreement(s), or both, within one hundred twenty (120) days after notice has been provided by **WILSON**, the **SCHOOL** or **APOLLO**, the parties shall submit this matter to arbitration in a manner similar to the procedure set forth in O.R.C. Section 1332.08.

#### **SECTION 15. Notices**

By signing this **COMPENSATION AGREEMENT**, the **SCHOOL** and **APOLLO** waive their respective rights to the forty-five (45) day review period required by O.R.C. Section 5709.63(C)(1)(c). All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail,

postage pre-paid and shall be deemed to have been delivered when mailed to the following:

ENTERPRISE: Wilson Sporting Goods Co.  
217 Liberty Street, Ada, OH 45810

SCHOOL: Ada Exempted Village Schools  
725 West North Avenue, Ada, OH 45810

CAREER CENTER: Apollo Career Center  
3325 Shawnee Road, Lima, Ohio 45806

COUNTY: Board of Commissioners of Hardin County  
One Courthouse Square, Kenton, OH 43326

EZA: Hardin County Chamber and Business Alliance  
225 South Detroit Street, Kenton, OH 43326

Any party may change its contact address for receiving notices and reports by giving written notice of such to the other parties.

IN WITNESS WHEREOF, Wilson Sporting Goods Co. of Hardin County, Ohio has caused this Agreement to be executed by its duly authorized representative to be effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

WILSON SPORTING GOODS CO.

By \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Ada Exempted Village School District of Hardin County, Ohio has caused this Agreement to be executed by its duly authorized representative to be effective this 26 day of April, 2023.

ADA EXEMPTED VILLAGE SCHOOL DISTRICT:

  
\_\_\_\_\_

Superintendent

IN WITNESS WHEREOF, the Apollo Career Center School District of Hardin County, Ohio has caused this Agreement to be executed by its duly authorized representative to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APOLLO CAREER CENTER SCHOOL DISTRICT:

\_\_\_\_\_

Superintendent

IN WITNESS WHEREOF, the Board of Commissioners of Hardin County, Ohio has caused this Agreement to be executed by its duly authorized representatives to be effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Commissioner

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Commissioner

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Commissioner

APPROVED TO AS TO FORM

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Hardin County Prosecuting Attorney

CONFIDENTIAL MEMO PENDING COUNCIL ACTION

To: Mayor and Council  
From: Bob Simmons  
Date: May 16, 2023  
Re: Recommendation for hiring four additional Lifeguards.

We have received four additional applications for Lifeguards. With the hiring of the four additional applicants, this will bring the total number of lifeguards to 18. I recommend that we hire Moriah Suzch, Ilona Suzch, Jenna Bassitt and Kiya Tabler.

Thank you for your consideration.

## COUNCIL MEMO

To: Mayor and Council

From: Jamie Hall, Village Administrator

Date: May 16<sup>th</sup>, 2023

Re: Special Council and Public meeting for proposed change to Buckeye Ave.

Council has requested that a special Council and public meeting to be called in the month of June on a Tuesday night that regular Council was not scheduled. June has 4 Tuesdays and the 2 off Council Tuesdays are June 13<sup>th</sup> and June 20<sup>th</sup>. The 20<sup>th</sup> will not work (Jamie Vacation) and in checking with availability of the Community Health Professional's community room – It looks like Tuesday the 13<sup>th</sup> is the date for calling the Special Council and Public Meeting for on going discussion about the safety of Buckeye Ave and Main St intersection safety. The discussion will also include angle or reverse angle parking in the two-block area of Buckeye Avenue.

If the Council agrees on this date and time – I have attached the legal notice, we will use it to call the Special Council and Public meeting.

Please see attached notice.

Thanks for your consideration, Jamie Hall

**VILLAGE OF ADA  
SPECIAL COUNCIL AND  
PUBLIC MEETING NOTICE**

The Village of Ada will hold a **SPECIAL COUNCIL AND PUBLIC MEETING**

TO DISCUSS PROPOSED SAFETY IMPROVMENTS FOR THE INTERSETION OF BUCKEYE AVENUE AND MAIN STREET BY MAKING BUCKEYE ONE-WAY TRAFFIC TRAVELING EAST FROM GILBERT STREET TO JOHNSON STREET AND AA PROPOSED CHANGE TO ANGLE PARKING.

The meeting will take place

**Tuesday, June 13<sup>th</sup>, 2023**

**From 6:30 p.m. to 8:30 p.m.**

**at Community Health Professionals Building, 1200 S. Main Street, Ada**

This meeting will be held for the purpose of discussion and receiving public input on changing Buckeye Avenue starting at N Gilbert through the Main Street intersection and continuing to N Johnson from two-way traffic to one-way traffic traveling in an easterly direction. The discussion will also include angle and reverse angle parking for the two-block area. The meeting will include information from the Ada Police Department, Traffic study information from Choice One Engineering and estimated cost for the project.

**THE PUBLIC IS WELCOMEND AND ENCOURAGED TO ATTEND**



## Village of Ada Streets Committee Meeting

**Date: 4/18/2023    Time: 8:12pm**  
**Municipal Building, Council Chambers**  
**115 W. Buckeye Ave., Ada, OH**

**CALL TO ORDER:** Chair Jason Campbell called the meeting to order at 8:12pm

**PRESENT:** Council members Mr. Beck, Mr. Campbell, Ms. Coressel, Ms. Mason, Mr. Oestreich, and Mr. Simmons

**OTHER VILLAGE OFFICIALS PRESENT:** Mayor Dave Retterer, Village Administrator Jamie Hall, Patty J Navin Fiscal Officer, Alec Cooper Chief of Police, Michael Harnishfeger Zoning Inspector

**OTHERS PRESENT:**

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### **COMMITTEE BUSINESS:**

Jamie Hall presented on the Buckeye St. Main St. intersection.

#### **Subject 1 –**

Reintroduction of any changes to the Buckeye St. Main St. intersection discussion.

#### **Subject 2 –**

Possible solution making Buckeye one-way, with a possibility of adding angle or reverse angle parking.

#### **Subject 3 –**

Buckeye one-way eastbound from Gilbert to South Johnson

### **ADJOURNMENT:**

Time: 8:24pm