CITY COUNCIL
REGULAR MEETING PACKET
June 2, 2025 @ 6:00pm Heritage Hall in Smith Park

1. Call to Order: Mayor Bill Cook
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 05/19/25 Regular Meeting
6. Communications: None
7. City Manager Report: Attached
8. Committee Reports: None
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (0-Intro; – 0-Action*)

11. ORDINANCES: (2-Intro; – 3-Action*)

***A. Ordinance 2024-76 (Introduced 12/16/24 and 5/19/25. Public Hearing, and Action Tonight)**
AN ORDINANCE AMENDING SECTIONS 881.02 AND 881.03 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE CONTINUATION OF THE CITY'S EXISTING ONE-HALF OF ONE PERCENT (0.5%) MUNICIPAL INCOME TAX DURING THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2030 FOR THE PURPOSE OF PAYING POLICE EXPENSES

***B. Ordinance 2025-21 (Introduced on 5/19/25. Public Hearing, and Action Tonight)**
AN ORDINANCE AUTHORIZING A CONTRACT FOR THE PURCHASE OF DE-ICING ROCK SALT

***C. Ordinance 2025- 22E (Introduction, Public Hearing, and Action Tonight)**
AN ORDINANCE AUTHORIZING A JOINT PARTNERSHIP AGREEMENT FOR THE PROGRAM YEAR 2025 COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM (CHIP PY2025) WITH CLARK COUNTY, OHIO, AND DECLARING AN EMERGENCY

D. Ordinance 2025-23 (Introduction Tonight. Public Hearing, and Action on 06/16/25)
AN ORDINANCE AUTHORIZING A SERVICE CONTRACT WITH STRYKER FOR THE MAINTENANCE AND REPAIR OF FIRE AND EMS EQUIPMENT

C. Ordinance 2025-24 (Introduction Tonight. Public Hearing, and Action on 06/16/25)
AN ORDINANCE APPROVING A TAX INCREMENT FINANCING COOPERATIVE AGREEMENT, A DECLARATION OF COVENANTS AND CONDITIONS, AND A TAX INCREMENT FINANCING AGREEMENT IN CONNECTION WITH THE RESERVE AT HONEY CREEK PROJECT

12. **OTHER BUSINESS:**
    - Additional City Business:
        - City offices Closed June 19th for Juneteenth
        - Open for Discussion on City Related Business

13. Executive Session: To Discuss Security
14. Return to Regular Session:
15. Adjournment

RECORD OF PROCEDING

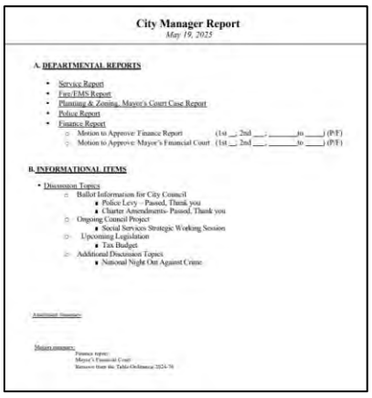
MINUTES: CITY OF NEW CARLISLE, OHIO

REGULAR SESSION MEETING @ Heritage Hall on 5/19/25 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call**: Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston- **7 Members present**
3. **Invocation**: Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes**:

   Action on Regular Session minutes of 5/5/25: 1st: Lindsey, 2nd: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

   Action on Work/Special Session minutes of 5/12/25: 1st: Lindsey, 2nd: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
6. **Communications**: None
7. **City Manager's Report**:



City Manager Report
May 19, 2025

A. DEPARTMENTAL REPORTS

- Service Report
- Fire/EMS Report
- Planning & Zoning, Mayor's Court Case Report
- Police Report
- Finance Report
  - Motion to Approve Finance Report (1st __, 2nd __, _____to ____) (P/F)
  - Motion to Approve Mayor's Financial Court (1st __, 2nd __, _____to ____) (P/F)

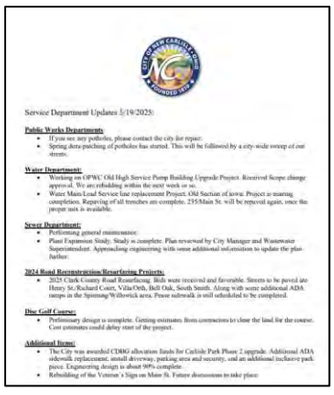
B. INFORMATIONAL ITEMS

- Discussion Topics
  - Ballot Information for City Council
    - Police Levy – Passed, Thank you
    - Charter Amendments- Passed, Thank you
  - Ongoing Council Project
    - Social Services Strategic Working Session
  - Upcoming Legislation
    - Tax Budget
  - Additional Discussion Topics
    - National Night Out Against Crime

Additional Summary:

Motion summary:
Finance report:
Mayor's Financial Court:
Turnover from the Table/Ordinance 2024-76

8. **Committee Reports**:



Service Department Updates 5/19/2025:

Public Works Departments
- If you see any potholes, please contact the city for repair.
- Spring dura-patching of potholes has started. This will be followed by a city-wide sweep of our streets.

Water Department:
- Working on OPWC Old High Service Pump Building Upgrade Project. Received Scope change approval. We are rebidding within the next week or so.
- Water Main/Lead Service line replacement Project: Old Section of Iowa. Project is nearing completion. Repaving of all trenches are complete. 235/Main St. will be repaved again, once the proper unit is available.

Sewer Department:
- Performing general maintenance.
- Plant Expansion Study: Study is complete. Plan reviewed by City Manager and Wastewater Superintendent. Approaching engineering with some additional information to update the plan further.

2024 Road Reconstruction/Resurfacing Projects:
- 2025 Clark County Road Resurfacing: Bids were received and favorable. Streets to be paved are Henry St./Richard Court, Villa/Orth, Bell Oak, South Smith. Along with some additional ADA ramps in the Spinning/Wolfswick area. Pease sidewalk is still scheduled to be completed.

Disc Golf Course:
- Preliminary design is complete. Getting estimates from contractors to clear the land for the course. Cost estimates could delay start of the project.

Additional Items:
- The City was awarded CDBG allocation funds for Carlisle Park Phase 2 upgrade. Additional ADA sidewalk replacement, install driveway, parking area and security, and an additional inclusive park piece. Engineering design is about 90% complete.
- Rebuilding of the Veteran's Sign on Main St. Future discussions to take place.

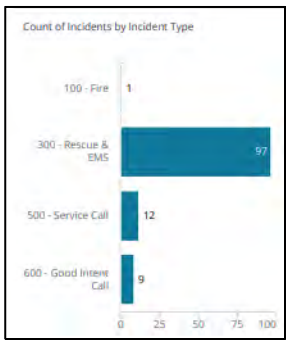
- Started patching the roads, let us know if you see any pot holes.
- Continue to work with the Department of development, slow to get reimbursed for the paving project.
- The re-surfacing project will include Orth drive along with other streets orignially planned along with the ADA ramps.
- Council commented on the great paving job that was done in town, the roads are great.
- Discussion on water that was used to fill the pond at the D.R. Horton development. Investigating a different method for water in the future.

City of New Carlisle
FIRE DIVISION
New Carlisle, Ohio 45344-9989

City of New Carlisle
City Council Meeting
05-19-2025
Fire-EMS Report

- In the Month of April the New Carlisle Fire Division responded to 97 EMS calls in the city.
- The Division responded to 1 fire related calls, 21 good intent or service calls 9 False Alarms.
- We had 15 EMS calls answered by mutual aid, by Pike Township and 6 by Bethel Clark, and 2 by Bethel Miami due to medic 52 being on a response.
- We answered 2 mutual aid EMS calls for Pike Township and 12 for Bethel Clark. And 3 for Bethel Miami and 1 for Elizabeth Township.
- Our total run count at time of this report is 640.
- We are hiring firefighters, EMTs, and Paramedics contact me at the station (937)845-8401 ext. 3
- We still have FREE smoke alarms for our citizens, just call the station at (937)845-8401 or stop by the station.

Steven Trusty
Fire Chief
City of New Carlisle



- Chief Trusty – reminder that currently hiring for EMT, Firefighters, and Paramedics.
- Smoke alarms are still available to citizens
- Fire service is struggling in a lot of communities, may need to look at other opportunities to hire full-time positions and look to increase pay scale.
- We are in a better financial situation - Need to have a discussion to add a levy on the ballot.

Planning Department Report
April 2025

Statistics	
Total Violations	72
Total Properties Violated	28
Average Violations Per Property	2.57
Abatement Complete	0
Closed Violations	27
Sheriff's Dept	6
Under Investigation	1
Vacant Property Violated	7
Work Order Issued	0
Nuisance Property List	3
# of Violations Submitted to Mayor's Court	0
Property Extensions Granted	3

Data Summary	
618.21 Keeping of Chickens	2
660.13 Weeds & Grasses	7
1060.13 PLACEMENT FOR COLLECTION	2
1244.10 Zoning Permit Required	1
1244.11 Zoning Permit Application	1
1280.05 Additional Yard and Height Requirements	1
1280.29 Outdoor Storage and Display	8
1460.15 Abatement of Nuisance by the City; Cost Recovery	4
1460.23 Structural Soundness and Maintenance of Dwellings	3
1460.25 (b) Exterior Maintenance	2
1460.25 (c) Fences and Walls	7
1460.25 (d) Yards, Tall Grass & Weeds	11
1460.25 (g) Storage	1
1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	1
1460.25 Exterior Property and Structure Exterior; Residential	19
1460.25 (k) Sanitation	1
1460.26 Vegetation; Residential	2
1460.28 Accessory Structures	
1460.43 (d) Parking on Private Property	4
1460.44 Accessory Uses: Residential, Commercial, Industrial	1

Permits

Date	Permit Type	Parcel Address	Total Payments
4/1/2025	Planning Board Review	631 WALSH DR	$200.00
4/1/2025	Planning Board Review	ADDISON CARLISLE RD	$1,091.25
4/1/2025	Planning Board Review	6 N DAYTON LAKEVIEW RD	$200.00
4/2/2025	Food Truck/ Transient Stand	429 N MAIN ST	$50.00
4/7/2025	Sign	203 E LAKE AVE	$44.00
4/7/2025	Sign	203 E LAKE AVE	$60.00
4/9/2025	Sign	419 N MAIN ST	$47.37
4/9/2025	Sign	419 N MAIN ST	$54.73
4/9/2025	Sign	419 N MAIN ST	$37.65
4/9/2025	Sign	419 N MAIN ST	$37.65
4/9/2025	Sidewalk/Curb/Gutter	208 RUNSTON AVE	$20.00
4/10/2025	Sidewalk/Curb/Gutter	1303 N Scott St	$0.00
4/10/2025	New Residential Construction	1303 N Scott St	$125.00
4/10/2025	New Residential Construction	215 MONROE WAY	$125.00
4/10/2025	Sidewalk/Curb/Gutter	215 MONROE WAY	$0.00
4/10/2025	Fence	403 KENNISON AVE	$20.00
4/10/2025	Swimming Pool	403 KENNISON AVE	$35.00
4/14/2025	Fence	401 W JEFFERSON ST	$20.00
4/15/2025	Accessory Structure	306 N ADAMS	$45.00
4/15/2025	Sign	203 E LAKE AVE	$45.00
4/17/2025	Dumpster	1307 EDGEBROOK AVE	$0.00
4/21/2025	New Residential Construction	1306 N SCOTT ST	$125.00
4/21/2025	Sidewalk/Curb/Gutter	1206 N SCOTT ST	$0.00
4/21/2025	Dumpster	707 WHITE PINE	$0.00
4/23/2025	Fence	907 BROOKFIELD	$20.00
4/25/2025	Fence	511 GLENN AVE	$20.00
4/29/2025	Accessory Structure	332 PRENTICE DR	$35.00
4/29/2025	Accessory Structure	305 N PIKE ST	$45.00
4/29/2025	Fence	116 E JEFFERSON ST	$20.00
4/29/2025	Sidewalk/Curb/Gutter	817 BAYBERRY DR	$20.00

- Explanation of Cost Recovery on the report in packet – only applies to abatements, only had one this year so far.
- Status update on ½ burned house in town, Mr. Jeffries explained the Ohio Revised Code of notice before demolishing home. Additional discussion on communication with homeowners and how this demolition is financially covered.

CITY OF NEW CARLISLE MAYOR'S COURT

Court Report April 9, 2025

Crafter, Dionka of New Carlisle charged with driving on Non-Compliance Suspension. The case continued until May 7.

Gambill, Krista of Springfield previously pled Non-Compliance Suspension. Defendant was picked on bench warrant and bought to court via defendant. Amended payment arrangements.

Hannahs, Ryan D of Dayton pled guilty to Operating a Motor Vehicle without a license and towing requirements. Fined $525 plus court cost. If defendant provides proof of valid license to this court within 120 days then $300 will be suspended. Payment arrangements made.

Hawkinberry, Dennis of Springfield previously pled Non-Compliance Suspension and display of registration. Defendant was picked up on a warrant. The defendant is to contact the City for community hours. 4 months to complete. Defendant is to return on May 7th to update the Magistrate.

Vargas, Jose of New Carlisle pled guilty to Operating a Motor Vehicle without a license. Fined $500 plus court cost. Payment arrangements made.

PAID THROUGH VIOLATION BUREAU

Maxson, Darcy of Conover, Speed 38/25, $235
McKelvin, Michael E Jr of New Carlisle, Parking Citation, $60 (plus late fee)
Mitchell, Hanah of New Carlisle, Speed 47/25, $255
Orris, Scott, Parking Citation, $40

CITY OF NEW CARLISLE MAYOR'S COURT

COURT April 22, 2025

Craft, Brandon of New Carlisle pled guilty to Non Compliance. Fined $30 plus court cost. Payment arrangements made.

Darst, Michelle of New Carlisle pled guilty to Illegal use of plates. Issue corrected. Fined court cost only.

Glenn, Jon of New Carlisle charged with Non-Compliance Suspension. Requested continuance. New Court date May 5.

Oyarzabal, Carole D. of New Carlisle pled guilty to Right of Way when turning left. Fined court cost only.

Sowers, Terry L III of New Carlisle pled guilty to Reasonable Control. Fined $30 plus court cost. Payment arrangements made.

Teixeira, Frederico of Kettering pled not guilty to Reasonable Control. Defendant request to speak to the Prosecutor.

Underwood, Deven of New Carlisle previously pled to Non-Compliance and Reasonable Control. Payment arrangement amended.

PAID THROUGH VIOLATION BUREAU

Barnette, Dereth of Yellow Springs, Stop Sign, $150
Green, Jaidin of Springfield, Speed 46/25, $255
Macleod, Brian of Springfield, Speed 44/25, $245
Products Naturales Diaz, of New Carlisle, Parking within 30 ft of approach, flashing beacon, stop sign
Rider, Rebecca of New Carlisle, Stop Sign, $150
TM Outdoor Services, of New Carlisle, Parking trailers on roadway, $75

No Comment

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP	CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHE	CRASH	PARKING CIT
April											
Dep. Bowers	68	21	9	14	6	9	1	23	206	1	3
Dep. Arnold	84	22	5	7	1	6	6	0	126	0	0
Dep. O'Brien	158	16	33	23	15	13	9	0	393	5	0
Dep. Solenberger	39	40	7	30	10	20	6	0	214	1	0
Dep. Schutte	132	18	7	38	4	34	4	0	299	0	0
Total	329	117	61	112	36	82	26	23	1238	7	3

No Comment

COUNCIL FINANCIAL REPORT SUMMARY – APRIL 2025

Estimated Revenue	$	7,481,330.00
Amended Est. Resources	$	2,412,041.00
Amended Est. Resources		
Amended Est. Resources		
Amended Est. Resources		
EST LOAN FROM GF FOR GRANT		
2025 REVISED TOTAL EST. REV.	$	9,893,371.00

2024 Original Budget	$	8,867,122.00
1st Q. Supplemental	$	2,412,041.00
2nd. Q. Supplemental	$	100,000.00
3rd. Q. Supplemental		
4th Q. Supplemental		
EST FUNDS AVAILABLE FOR GRANT		
2025 REVISED TOTAL BUDGET	$	11,379,163.00

Month		Revenue Received
January	$	1,432,719.50
February	$	801,595.68
March	$	1,877,455.91
April	$	753,080.72
May		
June		
July		
August		
September		
October		
November		
December		
Received To Date	$	4,864,851.81

Month		Expenses Paid
January	$	1,420,299.10
February	$	602,377.90
March	$	1,375,073.84
April	$	840,171.05
May		
June		
July		
August		
September		
October		
November		
December		
Expenses to Date	$	4,239,024.15

Statement of Cash from Revenue and Expense

From: 1/1/2025 to 4/30/2025

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total		$9,257,433	$4,864,851.81	$4,239,024.15	$9,883,260.78	$1,103,871.24	$8,779,389.54

APRIL

Bank Accounts	Bank Balance	Vendor Checks	Employee Checks	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
PNC - General	$ 1,417,893.56	$ -	$ -	$ 1,327.02	$ -	$ (4,417.90)	$ 1,414,802.68	$ -
PNC - Payroll	$ 236,502.67	$ (2,793.98)	$ -	$ -	$ -	$ (0.01)	$ 233,708.68	$ -
PNC - MMA	$ 100,075.50	$ -	$ -	$ -	$ -	$ -	$ 100,075.50	$ -
Star Ohio	$ 4,305,210.16	$ -	$ -	$ -	$ -	$ -	$ 4,305,210.16	$ -
US Bank - Investment	$ 1,078,422.76	$ -	$ -	$ -	$ -	$ -	$ 1,078,422.76	$ -
Park Nat. Secured	$ 1,648,441.11	$ (44,860.02)	$ -	$ 5,157.36	$ -	$ -	$ 1,608,737.69	$ -
Park Nat. - MMA	$ 1,060,238.29	$ -	$ -	$ -	$ -	$ -	$ 1,060,238.29	$ -
Park Nat. - Mayor's	$ 200.00		$ -	$ -	$ -	$ -	$ 200.00	$ -
NCF - CD's	$ 81,365.02	$ -	$ -	$ -	$ -	$ -	$ 81,365.02	$ -
Cash on Hand	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ 500.00	$ -
Grand Totals	$ 9,928,849.11	$ (47,654.00)	$ -	$ 6,484.38	$ -	$ (4,417.91)	$ 9,883,260.78	$ -

New Carlisle
Bank Report

Banks: 0001 to 0100
As Of: 1/1/2025 to 4/30/2025 — Include Inactive Bank Accounts: No

Bank	Beginning Bal.	MTD Revenue	YTD Revenue	MTD Expense	YTD Expense	YTD Other	Ending Bal.
PNC - GENERAL	$1,339,227.56	$236,093.23	$2,380,532.10	$435,400.53	$1,670,765.90	($634,191.08)	$1,414,802.68
PNC - PAYROLL	$233,708.68	$168,365.73	$742,463.35	$189,142.02	$857,417.51	$114,954.16	$233,708.68
STAR OHIO	$4,242,239.60	$15,776.15	$62,970.56	$0.00	$0.00	$0.00	$4,305,210.16
US BANK INVESTMENTS	$1,059,293.89	$1,378.90	$19,128.87	$0.00	$0.00	$0.00	$1,078,422.76
PARK NAT. SECURED - GENERAL	$1,250,140.64	$325,637.41	$1,635,346.37	$212,252.50	$1,695,986.24	$419,236.92	$1,608,737.69
PARK NAT. - MMA	$1,051,850.56	$2,103.20	$8,387.73	$0.00	$0.00	$0.00	$1,060,238.29
PARK NAT. - MAYOR'S COURT	$200.00	$3,376.00	$14,284.00	$3,376.00	$14,284.00	$0.00	$200.00
PNC - MMA SAVINGS	$0.00	$75.50	$75.50	$0.00	$0.00	$100,000.00	$100,075.50
NCF - CD	$80,272.19	$274.60	$1,092.83	$0.00	$0.00	$0.00	$81,365.02
CASH ON HAND	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00
Grand Total:	$9,257,433.12	$753,080.72	$4,864,281.31	$840,171.05	$4,238,453.65	$0.00	$9,883,260.78

MONTHLY NET INCOME TAX COLLECTION COMPARISON 2024-2025

MONTH PAYMENT RECEIVED	CCA				STATE OF OHIO				ATTORNEY GENERAL			
	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE
JANUARY	$152,657.05	$162,464.23	$9,807.18	6.42%	$0.00	$0.00	$0.00	0.00%	$0.00	$179.99	$179.99	-
FEBRUARY	$195,516.18	$209,852.97	$14,336.79	7.33%	$12,117.33	$4,617.39	-$7,499.94	-61.89%	$0.00	$7,522.96	$7,522.96	-
MARCH	$109,973.99	$140,472.15	$30,498.16	27.73%	$2,027.55	$1,567.50	-$460.05	-22.69%	$0.00	$6,999.54	$6,999.54	-
APRIL	$149,841.59	$180,159.31	$30,317.72	20.23%	$86.65	$184.41	$97.76	112.82%	$4,334.38	$6,090.95	$1,756.57	40.53%
MAY			$0.00				$0.00				$0.00	
JUNE			$0.00				$0.00				$0.00	
JULY			$0.00				$0.00				$0.00	
AUGUST			$0.00				$0.00				$0.00	
SEPTEMBER			$0.00				$0.00				$0.00	
OCTOBER			$0.00				$0.00				$0.00	
NOVEMBER			$0.00				$0.00				$0.00	
DECEMBER			$0.00				$0.00				$0.00	
TOTALS	607,988.81	692,948.66	84,959.85	13.97%	14,231.53	6,369.30	(7,862.23)	-55.25%	4,334.38	20,793.44	16,459.06	379.73%

COMBINED TOTAL NET COLLECTIONS-2025 $720,111.40

Motion to accept Finance Report: 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 – **Accepted 7-0**

MAYOR'S COURT REPORT
FOR APRIL 2025

	CURRENT MONTH	YEAR TO DATE
FUNDS RECEIVED		
TOTAL FUNDS RECEIVED	$ 4,534.00	$ 15,603.00
FUNDS DISBURSED		
TOTAL DISBURSED	$ 4,534.00	$ 15,603.00

Motion to Accept the Mayor's Court Report, 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 – **Accepted 7-0**

Mr. Hall began reviewing the City Manager's report:

- All items on the ballot passed – charter amendments & Police levy. Thanks to the community.
- Commented on a successful work session last week with discussion on social services. This will continue to be a monthly touch point going forward.
- Discussion on some additional business and meetings held with other community leaders and companies. One of those meetings was with Rhonda Ledford in relation to the National Night Out activity which is on 8/5/25 at Tecumseh High School from 5pm to 8pm. The Administration explained the National Night Out and what types of activities are usually available. Council requested Mr. Hall to bring additional details of the expectations of the city to support or participate in this activity.

9. **Comments from Members of the Public** (Comments less than 5 minutes)
   - **Dylan Dupuis, 122 N. Clay Street:** Expressed thanks for the 6th grade pool day today at the city pool, and the new sign is great too!!

- **Janel Zimmerman, 219 Prentice Dr.:** Requested additional information regarding where to take the police levy signs now that the election is finished? These can be taken to the City Building on Church St.

10. **RESOLUTIONS:** None

11. **ORDINANCES:** (2-Intro; – 2-Action*)

***A. Ordinance 2025-18 (Introduced 05/05/25. Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING THE PURCHASE OF A COLUMBARIUM FOR THE CITY OF NEW CARLISLE CEMETERY . Ex: The purchase of an 80-niche columbarium, expected to be 9–10-month delivery / installation timing. We will begin to review pricing and review the current rules we have in place. **1st: Lindsey 2nd: Shamy** YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

***B. Ordinance 2025-19 (Introduced 05/05/25. Public Hearing, and Action Tonight)**

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2024-66. **1st: Lindsey 2nd: Shamy** YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy **Accepted 7-0**

C. Ordinance 2024-76 (Introduced 12/16/24. Public Hearing, and Action on 06/02/25)

AN ORDINANCE AMENDING SECTIONS 881.02 AND 881.03 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE CONTINUATION OF THE CITY'S EXISTING ONE-HALF OF ONE PERCENT (0.5%) MUNICIPAL INCOME TAX DURING THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2030 FOR THE PURPOSE OF PAYING POLICE EXPENSES. **Motion to un-table the previous motion to table 2024-76. 1st: Shamy 2nd: Lindsey** YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0 **Accepted 7-0**

D. Ordinance 2025-21 (Introduction Tonight. Public Hearing, and Action on 06/02/25)

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE PURCHASE OF DE-ICING ROCK SALT

12. **Other Business:**
    - Additional City Business
        - Pool Opening Day May 24th
        - City Offices Closed May 26th for Memorial Day
        - Open for Discussion on City Related Business:
            - Ashley Pollock – the new Pool Manager is a great asset to the pool and is a very hard worker. She has been doing a lot of preparations to get ready for the school trips this week.
13. **Executive Session:** To Discuss Employment of a Public Employee and Security.

    1st: **Lindsey 2nd: Shamy @ 6:58pm** YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7*0**
14. **Return to Regular Session**:

    1st: Lindsey 2nd: Shamy @ 8:16pm YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

    Motion to remove all cameras inside Heritage Hall & Smith Park Shelter house, and any other cameras can be removed at the discretion of the City Manager and Service Director. 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
15. **Adjournment: 1st Lindsey 2nd Shamy @ 8:17 pm**

    YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

Mayor Bill Cook

Clerk of Council Christine Stapleton

City Manager Report

June 2, 2025

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, June 16, 2025; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Discussion Topics
    - Upcoming Legislation
        - Tax Budget
        - CIP
    - Additional Discussion Topics
        - Code Audit Update
        - Reserve at Honey Creek by DR Horton Grand Opening on 5/20/25
        - Monroe Meadows by Arbor Home Grand Opening Soon!

Attachment Summary:

Motion summary:

ORDINANCE 2024-76

AN ORDINANCE AMENDING SECTIONS 881.02 AND 881.03 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE CONTINUATION OF THE CITY'S EXISTING ONE-HALF OF ONE PERCENT (0.5%) MUNICIPAL INCOME TAX DURING THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2030 FOR THE PURPOSE OF PAYING POLICE EXPENSES

WHEREAS, at an election on May 5, 2015, voters of the City approved the passage of an ordinance that increased the municipal income tax rate by one-half of one percent (0.5%) to pay police expenses for five (5) years ("Police Levy"), and voters of the City approved the continuation of the Police Levy for another five (5) years through the passage of another ordinance at an election on November 5, 2019; and

WHEREAS, the Police Levy is currently scheduled to expire on June 30, 2025; and

WHEREAS, City Council finds and determines that the Police Levy should be continued for a period of five (5) years beginning July 1, 2025 and ending June 30, 2030; and

WHEREAS, Sections 881.02 and 881.03 of the Codified Ordinances of the City of New Carlisle must be amended in order to continue the Police Levy.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

Section 1. Section 881.02 of the New Carlisle Codified Ordinances is hereby amended as follows:

The annual tax for the purposes specified in Section 881.01 shall be imposed on and after January 1, 2016 for tax year 2016 and beyond, at the rate of one and one-half percent per annum on taxable income for every person residing in or earning or receiving income in the City of New Carlisle and that the tax shall be measured by Municipal taxable income as defined in Ohio R.C. Chapter 718. This is a continuation of the tax rate in effect July 1, 2015 in Chapter 880 and expiring ~~June 30, 2020~~ *June 30, 2025.* To replace ~~this~~ *the* expiring *one-half of one percent (0.5%) per annum* income tax, effective ~~July 1, 2020~~ *July 1, 2025* and ~~to~~ running for a period of *five (*5*)* years *until* ~~June 30, 2025~~ *June 30, 2030*, ~~to continue providing for police expenses~~ there is hereby levied an additional tax at the rate of one-half of one percent (0.5%) per annum *to continue providing for police expenses*.

Section 2. Section 881.03 of the New Carlisle Codified Ordinances is hereby amended as follows:

Subject to the provisions of Section 880.13, each employer shall, at the time of payment of any taxable income specified under "Withholding Accounts – Duty of Withholding" (Article VIII) of the Income Tax Rules and Regulations effective January 1, 2016, deduct the tax of one and one-half percent, commencing January 1, 2016, of the qualifying wages due by such employer to his or her employees who are subject to the provisions of this chapter. Each employer shall make returns and pay to the City Income Tax Division, the tax withheld in accordance with "Withholding Accounts – Filing and payment requirements/deadlines for withholding businesses" (Article VIII) of the Income Tax Rules and Regulations effective January 1, 2016. This includes

the replacement of the ~~June 30, 2020~~ *June 30, 2025* expiring tax at the rate of one-half of one percent (0.5%) per annum with an additional tax at the rate of one-half of one percent (0.5%) per annum, effective ~~July 1, 2020~~ *July 1, 2025* and ~~to run~~ *running* for a period of *five (5)* years, to continue providing for police expenses.

Section 3. City Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of said Council, and that all deliberations of this Council that resulted in such formal action were made in meetings open to the public, when required by law, in full compliance with all legal requirements, including without limitation, provisions of the Charter of the City of New Carlisle and Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall be effective at the earliest date permitted by law.

Passed this _____day of _____, 2025.

_____
Bill Cook, Mayor

_____
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

_____
Jake Jeffries, DIRECTOR OF LAW

_____	Wright	Y	N
_____	Bahun	Y	N
_____	Lindsey	Y	N
_____	Mayor Cook	Y	N
_____	V. Mayor Eggleston	Y	N
_____	Shamy	Y	N
_____	Grow	Y	N
	Totals:	Pass	Fail

Introduction and First Reading: 12/16/2024
Second Reading: 5/19/2025
Third Reading and Action: 6/2/2025
Effective Date of Legislation: 6/17/2025

ORDINANCE 2025-21

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE PURCHASE OF DE-ICING ROCK SALT

WHEREAS, it is necessary to provide rock salt to the Public Works Department of New Carlisle, Ohio for the purpose of de-icing for the 2025/2026 winter season; and

WHEREAS, the City of New Carlisle participated in the Southwest Ohio Purchasers for Government Cooperative Purchasing Program competitive bidding process for the purchase of de-icing rock salt; and

WHEREAS, bids for the furnishing of de-icing rock salt have been received, reviewed and evaluated.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

SECTION 1. It is determined that the lowest and best bid received by the City was submitted by Cargill, Inc. – Salt, Road Safety in the amount of $71.56 per ton for the 2025/2026 winter season (i.e., Bid # 24-034SWOP4G).

SECTION 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to enter into a purchase contract on behalf of the City of New Carlisle with the successful bidder, as stated in Section 1 hereof, in accordance with all documents contained in the bid packet upon which the bid was received.

Passed this _____day of _____, 2025.

_____
Bill Cook, MAYOR

_____
Christine Stapleton, CLERK OF COUNCIL

APPROVED AS TO FORM:

_____
Jake Jeffries, Law Director

Introduction and First Reading: 05/19/2025
Second Reading and Action: 06/02/2025
Effective Date of Legislation: 06/17/2025

_____	Wright	Y	N
_____	Bahun	Y	N
_____	Lindsey	Y	N
_____	Mayor Cook	Y	N
_____	V. Mayor Eggleston	Y	N
_____	Shamy	Y	N
_____	Grow	Y	N
	Totals:		
		Pass	Fail

City of New Carlisle

ORDINANCE 2025-22E

AN ORDINANCE AUTHORIZING A JOINT PARTNERSHIP AGREEMENT FOR THE PROGRAM YEAR 2025 COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM (CHIP PY2025) WITH CLARK COUNTY, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, housing needs and gaps were identified in the City of New Carlisle and other parts of Clark County through a housing and community services assessment process; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under the Program Year 2025 Community Housing Impact & Preservation Program (CHIP PY2025) for the purpose of addressing local housing needs; and

WHEREAS, OCD encourages local CHIP PY2025 eligible government grantees to request funds as partners through one application; and

WHEREAS, both partners, Clark County and the City of New Carlisle, desire to submit a joint application under the CHIP PY2025 to receive financial assistance for addressing the needs as identified by the partners and through the housing and community services assessment process.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

Section 1. The City Manager is hereby authorized and directed to enter into the attached agreement with Clark County, Ohio.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the life, health, property and public peace of the residents of the City and for the further reason that the agreement must be approved by June 13, 2025 in order to be in compliance with grant and related deadlines, and this ordinance shall be deemed effective immediately upon the affirmative vote of at least six (6) City Council members.

Passed this _____ day of _____, 2025

_____
Bill Cook, Mayor

_____
Christine Stapleton, Clerk of Council

APPROVED AS TO FORM:

_____
Jake Jeffries, DIRECTOR OF LAW

_____	Wright	Y	N
_____	Bahun	Y	N
_____	Lindsey	Y	N
_____	Mayor Cook	Y	N
_____	V. Mayor Eggleston	Y	N
_____	Shamy	Y	N
_____	Grow	Y	N
	Totals:		
		Pass	Fail

Introduction, First Reading and Action: 06/02/2025
Effective Date of Legislation: 06/02/2025

JOINT PARTNERSHIP AGREEMENT

For

The Community Housing Impact & Preservation Program (CHIP 2025)

Between

CLARK COUNTY (Board of Clark County Commissioners)

And

The CITY OF NEW CARLISLE

Whereas: Housing needs and gaps were identified in the City of New Carlisle and other parts of Clark County through a housing and community services assessment process; and

Whereas: The State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under the Program Year 2025 Community Housing Impact & Preservation (CHIP PY2025) program for the purpose of addressing local housing needs; and

Whereas: OCD encourages local CHIP eligible government grantees to request funds as partners in one application; and

Whereas: Each of the Partners, Clark County and the City of New Carlisle (collectively, Partners), desires to submit a joint application under the CHIP PY2025 to receive financial assistance for addressing the needs as identified by the Partners and through the housing and community services assessment process.

Now, Therefore, the Partners Hereby Agree to the following terms of this Partnership Agreement:

1. Clark County has agreed to serve as the submitting applicant for CHIP PY2025 funding, and to subsequently serve as the Grantee responsible for managing, implementing and administering all aspects of the CHIP PY2025 grant, if funded.

2. Clark County is responsible for submitting the CHIP PY2025 grant application in partnership with the City of New Carlisle, all procurement, and overseeing a CHIP program administrator, who shall also conduct all tasks related to the planning and submission process.

3. Clark County agrees to implement the CHIP PY2025 program, if funded, in full compliance with Community Development Block Grant, HOME, Ohio Housing Trust Funds Requirements, the State of Ohio Consolidated Plan, CHIP program guidelines, and this agreement.

4. This partnership agreement applies to funding awarded from the CHIP PY2025 program with funds from CDBG, HOME and OHTF allocations, and will remain in effect until the CHIP PY2025 funding is expended and all funded activities are completed and closed-

out. The Partners cannot terminate or withdraw from this Partnership Agreement while it remains in effect.

5. The Partners agree to abide by Program Policy Notice: OCD 20-02, Procurement Requirements for Federally Funded Office of Community Development Programs (Attachment B).

6. The Partners acknowledge that, through a competitive application process, the CHIP PY2025 application submitted by Clark County may request a maximum award as follows:

    - Clark County (Board of Clark County Commissioners): $400,000
    - City of New Carlisle: $300,000

    Maximum Total Grant Award: $700,000

7. The Partners understand that funds, less than the maximum in number 6 above, may be awarded by OCD to either or both jurisdictions.

8. The Partners agree that Clark County (as the grantee) will direct the program administrator to commit activity funds, to the extent that it would be practical and achievable, adjusted proportionally to the relative shares of any grant award up to the jurisdictional totals in number 6 above.

9. The partners agree that the planned activities utilizing the jurisdictional totals (if awarded) in number 6 above will be expended by Clark County (as the grantee) in each Partner's respective jurisdictions as detailed in Attachment A: Planned/Projected Activities, Outcomes, Indicators, Timeframe.

10. The Partners agree to the following method and frequency of communications regarding grant progress, challenges and lesson-learning with each Partner's CEO, or their designated representative(s), in order to ensure the success and impact of the CHIP PY2025 program.

Communication Type	Frequency	Responsibility
Progress Update/Report	Quarterly (Written)	Program Administrator
Progress Consultation	Quarterly (In Person or Virtual 2 weeks after quarterly written progress report is submitted)	Program Administrator, Partner CEO's and/or CEO's designated representatives.

11. The Partners agree to regularly monitor and report on progress for all activities, measured against projected outcomes, indicators and timeframes through the communications and progress reports noted in number 10. In the event that activities, outcomes, indicators or timeframes are not being met, or are behind schedule, consultation with each Partner's CEO or their designated representatives will be conducted within 2 weeks in order to determine the cause, as well as to mutually agree upon solutions and actions required to

ensure that project activities outcomes, indicators and timeframes are met, and budgeted grant funds are expended.

12. This Partnership Agreement does not contain any provision allowing for either Partner to obstruct the implementation of the CHIP program during the CHIP PY2025 grant period.

13. Required information will be provided to Clark County (as the grantee) by the City of New Carlisle as necessary for reporting purposes pursuant to the Ohio Revised Code.

14. All program and financial records will be retained by Clark County (as the grantee) following closeout of the CHIP PY2025 program.

15. The Clark County CHIP Policy and Procedures manual will be adopted for the Partnership and will apply to all activities conducted under the CHIP PY2025 program.

16. Any mortgages granted through the CHIP PY2025 program will be prepared by Clark County and the program administrator, and Clark County will be the lien holder for any property assisted through the CHIP PY2025 program. Clark County shall receive any subsequent income. Expenditure and reporting of any subsequent program income will be the responsibility of Clark County.

17. The Partners agree that the following table represents the responsibilities and tasks to be undertaken by one or more Partners directly, through cooperation, or by contract:

Task (X=Primary Role; Y=Support/Cooperative Role)	**Clark County**	**City of New Carlisle**
Assign Program Administrator	X	
Conduct Housing & Community Services Assessment	X	Y
Complete Community Resources Guide	X	Y
Determine Final Recommendations for CHIP Program Application	X	Y
Develop list of potential contractors for homeowner renovation and homeowner repairs	X	Y
Complete Program Application on OCEAN	X	
Sign/Authorize Application Submission	X	
Grant Agreement Implementation & Administration	X	
Publicize CHIP25 program to potential beneficiaries	X	Y
Receive & Manage Program Income	X	
Payment to Contractors & Vendors	X	
Prepare/Submit Reports	X	
Retain grant records for audit & monitoring	X	

Legal Form & Sufficiency
This Partnership Agreement has been reviewed by the legal counsel of each Party and it has been determined that the terms and conditions of said agreement are fully authorized under State and local law and that said agreement provides legal authority for Clark County (Board of Clark County Commissioners).

For Clark County

_____
Signature

_____
Name/Title

_____
Date

For the City of New Carlisle

_____
Signature

_____
Name/Title

_____
Date

Approved as to Form/Legal Sufficiency

_____
By:

Approved as to Form/Legal Sufficiency

_____
By:

Attachment A: Planned/Projected Activities, Outcomes, Indicators, Timeframe

Joint Partnership Agreement for the Community Housing Impact & Preservation Program (CHIP 2025)

- **CLARK COUNTY (Board of Clark County Commissioners) And the CITY OF NEW CARLISLE**

Planned Grant Activity	*Clark County*	*City of New Carlisle*	*Planned Outcome*	*Projected Indicator*	*Timeframe*
Rehabilitation Assistance: Owner Home Rehabilitation	YES	YES	To improve and protect the supply of sound, serviceable, and affordable owner-occupied housing stock for homeowners with income levels at or below 80% of Area Median Income in order to correct substandard conditions so that the homes are safe, healthy, durable, energy efficient and affordable.	6 housing units/homes rehabilitated at an average cost of $70,000 per unit • 3-4 in Clark County • 2-3 in New Carlisle	6 in Program Years 2025-2027
Repair Assistance: Owner Home Repair	YES	YES	To help preserve affordable housing stock by providing owner-occupied households with income levels at or below 80% of Area Median Income with limited financial assistance in order to correct significant problems in the home.	10 housing units/homes repaired at an average cost of $21,000 per unit • 6 in Clark County • 4 in New Carlisle	10 in Program Years 2025-2027

Community Services Division

POLICY NOTICE:	**CSD 24-02**
SUBJECT:	**Procurement and Contract Requirements for Federally Funded CSD Programs**
SUPERSEDES:	OCD 21-03
ISSUED:	Dec. 1, 2024
EFFECTIVE:	Oct. 3, 2023
DISTRIBUTED TO:	CSD Award Recipients and their Affiliates

APPLICABILITY:

This policy applies to procurement actions undertaken by local government and nonprofit organization recipients of grant awards from federally funded Community Services Division (CSD) programs. Federally funded CSD programs include the following:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)
- National Housing Trust Fund (NHTF)
- Emergency Solutions Grant (ESG)
- Housing Opportunities for Persons with AIDS (HOPWA)

A recipient of a grant award from a state funded CSD program must use its own documented procurement procedures which reflect applicable state and local laws and regulations.

SUPERSEDES:

- Policy Notice OCD 21-03: Procurement Requirements for Federally Funded OCD Programs
- Policy Notice OCD 16-02: Use of Force Account Labor in Community and Economic Development Programs

SUMMARY OF CHANGES:

- Increases the cost threshold for small purchases to $75,000.
- Provides process for updating small purchases threshold by 3% annually.
- Revises limitation on procurement actions pending environmental review update.

- Reflects increased force account thresholds and annual update requirement.
- Addresses private owner procurement.
- Updates domestic preferences for procurements to include Build America, Buy America provision.

CITATIONS:

- Ohio House Bill 33
- 24 CFR 58.22(a)
- 2 CFR 200.317

TABLE OF CONTENTS:

PROGRAM POLICY:

Pursuant to 2 CFR 200.317, CSD adopted the Procurement Standards in Subpart D of 2 CFR Part 200 (200.318 - 200.327) for grantee procurement actions associated with federally assisted CSD awards made on or after July 1, 2015. This policy provides guidelines for procurement actions associated with federally funded CSD Programs.

As a general policy, a CSD grantee must use its own documented procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. No aspect of this policy may be interpreted as relieving a grantee of its obligation to abide by applicable provisions of the Ohio Revised Code (ORC) or the procurement standards at 2 CFR 200.318-327.

I. Limitation on Procurement Actions Pending Environmental Review

Except for grant administration activities, grantees may not allow bids for any CSD-assisted work until CSD issues a release of environmental conditions.

II. Notice of Contract Award

Grantees must submit a Notice of Contract Award (NOCA) to CSD for each procurement action funded in whole or in part by a federally funded CSD program. Grantees enter NOCA data directly into CSD's OCEAN grant management system. CSD provides submission instructions directly to CSD grantees semi-annually.

III. General Procurement Standards

A. Standards of Conduct/Conflicts of Interest

1. A grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a CSD grant if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee.

2. If the grantee has a parent, affiliate, or subsidiary organization that is not a local government, the grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

3. If a potential conflict of interest has been identified, it is the responsibility of the grantee to resolve the potential conflict. Program Policy Notice: OCD 15-07 provides guidance on resolving potential conflicts of interest under Ohio and federal law.

B. Use of Most Economical Approach

A grantee's procurement procedures must be designed to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Grantees must evaluate alternatives to determine the most economical approach.

C. Contractor Selection

Grantees must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Grantees must verify contractor eligibility in the System for Award

Management (SAM.gov) and may not award contracts to debarred, suspended, ineligible, or otherwise excluded contractors.

D. Recordkeeping

Grantees must maintain records sufficient to detail the history of procurement. Applicable records include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

E. Full and Open Competition

1. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319-320. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

a) Placing unreasonable requirements on firms for them to qualify to do business.

b) Requiring unnecessary experience and excessive bonding.

c) Noncompetitive pricing practices between firms or between affiliated companies.

d) Noncompetitive contracts to consultants that are on retainer contracts.

e) Organizational conflicts of interest.

f) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.

g) Any arbitrary action in the procurement process.

2. Geographical Preferences

Grantees must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This prohibition does not preempt state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an

appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. Written Procedures

Grantees must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such a description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

b) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

4. Prequalified Lists

Grantees must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees must not preclude potential bidders from qualifying during the solicitation period.

F. Contract Cost and Price

1. Grantees must perform some form of cost or price analysis in connection with every procurement action. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but, at a minimum, grantees must make independent estimates before receiving quotations, bids, or proposals.

2. Grantees must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed.

3. Costs or prices based on estimated costs are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the grantee under Subpart E—Cost Principles of 2 CFR 200.

4. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

IV. Methods of Procurement

Grantees apply the following methods of procurement in accordance with applicable state and local laws and regulations, the standards identified in 2 CFR 200.320, and the guidelines provided below.

A. Micro-Purchases
2 CFR 200.320(a)(1)

1. Cost Threshold: Less than $2,000 for construction projects; less than $10,000 for non-construction projects

2. Summary: The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the grantee considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. To the extent practicable, grantees must distribute micro-purchases equitably among qualified suppliers.

B. Small Purchases
2 CFR 200.320(a)(2), ORC 307.86

1. Cost Threshold: Less than $75,000. Beginning January,2025 the threshold will increase 3% each calendar year and will be published by the Ohio Department of Commerce.

2. Summary: Obtain price or rate quotations from an adequate number of qualified sources (i.e., three to five). Ensure that quotations are specific enough to enable comparison.

C. Competitive Sealed Bids
2 CFR 200.320(b)(1), ORC 307.862-921, ORC 153.06-08, ORC 153.12

1. Cost Threshold: $75,000 or more, or when competitive sealed bidding would be advantageous to the procurement situation. Beginning January 1, 2025, the threshold will increase 3% each calendar year and will be published by the Ohio Department of Commerce.

2. Summary: Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, regardless of estimated cost.

3. Conditions: For sealed bidding to be feasible, the following conditions should be present:

a) A complete, adequate, and realistic specification or purchase description is available.

b) Two or more responsible bidders are willing and able to compete effectively for the business.

c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

4. Requirements: If sealed bids are used, the following requirements apply:

a) Bids must be solicited from an adequate number of known suppliers, providing them with sufficient response time prior to the date set for opening the bids. Local governments must publicly advertise the invitation for bids for at least two weeks before the opening of bids.

(1) Counties may use the online publication method outlined at O.R.C. 307.87.

b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.

c) All bids will be opened publicly at the time and place prescribed in the invitation for bids.

d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. For public improvements subject to Ohio Revised Code (O.R.C.) 153.12, the contract price may not exceed the cost estimate by more than 20%.

e) Any or all bids may be rejected if there is a sound documented reason.

D. Competitive Proposals/Request for Proposals (RFP)
2 CFR 200.320(b)(2), ORC 307.862-921

1. Cost Threshold: $75,000 or more, or when competitive proposals would be advantageous to the procurement situation.

2. Summary: Proposals are publicly solicited and either a fixed price or cost-reimbursement type contract is awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. This method is generally used when conditions are not appropriate for the use of competitive sealed bids. The competitive proposals method of procurement is the preferred method to use when procuring grant administration or consulting services, regardless of estimated cost.

3. Requirements:

a) Requests for proposals must be publicized at least once per week for two weeks.

b) Counties may use the online publication method outlined at O.R.C. 307.87.

c) The grantee must have a written method for conducting technical evaluations of the proposals received and for ranking proposals.

d) Contracts must be negotiated with the responsible firm whose proposal is most advantageous to the program based on the rankings performed in compliance with Section C above.

E. Qualifications Based Selection/Request for Qualifications (RFQ)
2 CFR 200.320(b)(2)(iv) , ORC 153.65-73

1. Cost Threshold: $75,000 or more, or when qualifications-based selection would be advantageous to the procurement situation.

2. Summary: Grantees may use qualifications-based selection procurement for architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

3. Requirements

a) The grantee must develop qualification requirements and may pre-qualify design firms; pre-qualified firms must maintain a current statement of qualifications updated annually.

b) The grantee must solicit qualifications from firms with sufficient notice for the firms to respond in a timely manner.

c) The grantee must select and rank at least three firms (when available) considered the most qualified.

d) Contracts must be negotiated with the highest ranked firm whose qualifications are most advantageous to the program.

F. Design Build (DB)

1. Cost Threshold: Best Value

2. Summary: Design-build allows a local government grantee to select a single firm to both design and construct a project based on the needs of the project and the qualifications of the firm. DB allows design and construction to proceed concurrently, expediting project delivery.

3. Requirements:

a) Select Criteria Architect (CA), which is responsible for providing site analysis, preliminary costs, and procurement package.

b) Issue RFQ for design-builder (see RFQ guidance above)

c) Select design-builder which provides best value for the project.

d) Subject to subcontracting requirements at O.R.C. 153.502

G. Construction Manager at Risk (CMR)

1. Cost Threshold: Guaranteed Maximum Price

2. Summary: Like design-build, CMR allows a single firm to manage construction of a project but does not include the design element. CMR provides the prime contractor with extra latitude in hiring subcontractors and participating in the design process from the construction standpoint. CMR contracts are centered around a negotiated guaranteed maximum price in which cost overruns are absorbed by the CMR firm.

3. Requirements:

a) Select Criteria Architect (CA), which is responsible for providing site analysis, preliminary costs, and procurement package.

b) Issue RFQ for CMR (see RFQ guidance above)

c) Select CMR based on best value and guaranteed maximum price.

d) Subject to subcontracting requirements at O.R.C. 153.502

H. Cooperative Purchasing
2 CFR 200.318(e), ORC 9.48, ORC 125.04

1. Cost Threshold: None

2. Summary: Local government grantees may voluntarily become members of the Cooperative Purchasing Program, administered by the Ohio Department of Administrative Services (DAS), or similar programs, to participate in contracts into which the Cooperating Purchasing Program has entered for the purchase of supplies and services.

3. Requirements:

a) Pass a resolution or ordinance to request that the political subdivision be authorized to participate in the Cooperative Purchasing Program and agree that the political subdivision will be bound by such terms and conditions as prescribed and that it will directly pay the vendor under each purchase contract.

b) No political subdivision shall make any purchase under the Cooperative Purchasing Program when bids have been received for such purchase by the subdivision, unless such purchase can be made upon the same terms, conditions, and specifications at a lower price under the Cooperative Purchasing Program.

c) Follow procedures as outlined at O.R.C. 125.04 and the Ohio DAS Cooperative Purchasing website.

I. Noncompetitive Procurement
2 CFR 200.320(c), ORC 307.86

1. Cost Threshold: None, unless the noncompetitive procurement involves a micro-purchase (see Micro-Purchases).

2. Summary: Procurement through solicitation of a proposal from only one source. This method of procurement may only be used under specific circumstances.

3. Conditions:

a) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see VI.A. Micro-Purchases);

b) The item is available only from a single source.

c) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.

d) After solicitation of several sources, competition is determined inadequate.

J. Interagency Agreement

1. Cost Threshold: None

2. Summary: Local government grantees may noncompetitively procure services, including grant administration services, from any department, division, agency, or political subdivision of the state; from a port authority; from a regional or county planning commission; from a metropolitan housing authority; from a water or sewer district.

V. Private Owner Procurement

Grantees using funds to rehabilitate privately owned property must apply the following guidelines for procurement. These guidelines are applicable if the rehabilitation contract is solely procured and executed by a private property owner as the beneficiary of a loan or grant associated with a federally funded CSD program.

The information is provided for general guidance, and incorporates principles outlined in the U.S. Department of Housing and Urban Development's (HUD) Notice CPD-91-01. Local government grantees should refer to the program design, program application, grant agreement, and local policies to develop program-specific procedures.

A. The contract for rehabilitation must be between the property owner and the contractor only. If a local government is party to the contract, or performs actions not specified in item (B) below, then the community must follow 2 CFR 200 ("Procurement Standards," §200.317-§200.326), O.R.C., and/or the community charter.

B. At the property owner's written request, the local government may provide technical assistance during the procurement process. Local governments may only provide the following forms of procurement technical assistance:

1. Preparation or review of work specifications and/or cost estimates
2. Provision of a list of qualified contractors
3. Collecting and summarizing contractor bids
4. Advising the owner on how to evaluate a contractor's proposal
5. Providing information on past work of specific contractors

C. Initial, progress, and final inspections must be done by qualified person(s).

D. Specifications must be attached to construction contract and include:

1. Detailed Scope of Work
2. Location of Work
3. Quantity of Materials
4. Quality of Materials
5. Method of Installation

E. To ensure quality, all rehabilitation projects must have:

1. Initial Inspection
2. Preconstruction Conference
3. Final Inspection

F. Procurement procedures should include a system that prevents contractors with poor performance from participating.

G. Program must have Proper Internal Controls

a) Program shall be operated in a cost-effective manner through competitive bidding consistent with 2 CFR 200 and other relevant federal or state laws and regulations, including the following:

1. Property owner must obtain a written cost estimate
2. At least three bids must be requested
3. At least three bids must be received
4. Low bid may not exceed cost estimate by more than 10%
5. Bidders are not to be given cost estimate
6. Bids must be by Line-Item Form
7. Award shall be made to the lowest bidder that is responsive and responsible

H. Change Orders shall be limited to unforeseen circumstances, and additional cost and time must be reasonable.

I. Program shall be operated in a manner that protects the interests of all parties.

a. Contracts may not be awarded, and work may not commence until environmental review requirements (per 24 CFR 58) have been satisfied.

b. Contract must include all relevant provisions contained in the Federal Notice of Award and 2 CFR 200, including but not limited to:

1. Include beginning and ending dates
2. Indicate amount of money to be paid for the work
3. Include by reference the work specifications and any Change Orders
4. Be signed by all affected parties
5. Outline procedures for inspection, payment, and changes in work

J. Any changes must be documented by a written change order that is signed by all parties and describes changes in work, price, and time.

K. Contractors must:

1. Present adequate work and credit references
2. Be paying Ohio's Worker's Compensation to employees
3. Have Liability and Property Damage Insurance
4. Provide one year Warranty on Materials and Labor
5. Provide Manufacturers and Dealer Warranties
6. Be an Equal Opportunity Employer
7. Not be debarred from participation on federally assisted projects
8. Be obligated to federal Labor Standards and Job Safety Provisions

VI. Force Account

A. Summary: Under certain circumstances, and subject to CSD approval, a grantee may use existing, qualified local government employees to perform construction work on projects assisted by CSD's Community Development Block Grant (CDBG)-funded Community and Economic Development Programs. Using local government employees, termed "force account" labor, is an exception to competitive bidding requirements that grantees may use for road, bridge, culvert, or other public facility projects that meet defined cost thresholds. Materials and equipment acquired from outside vendors, and all subcontracted labor, remain subject to applicable competitive procurement requirements, in accordance with state and federal laws and regulations.

B. Requirements:

1. Grantees use a Force Account Project Assessment Form, developed by the Auditor of the State, to estimate the cost of a proposed force account project. If the estimated cost meets specific thresholds for the type of jurisdiction providing the

force account labor, grantees must submit a Community Development Force Account Labor Certification and Force Account Project Assessment form with the grant application.

2. If, following the grant award, a grantee wishes to pursue a previously unanticipated force account labor option, the grantee must submit a Community Development Force Account Labor Certification and Force Account Project Assessment Form and obtain written CSD approval prior to engaging force account labor to perform project work.

3. O.R.C. 117.16 - Force Account Project Assessment Form

C. Cost Thresholds:

1. County Engineer's Office
   a) Bridges/Culverts: less than $230,000
   b) County Road projects: $70,000 per mile
   c) July 1 every year, beginning 2024, threshold increases lesser of 5% or % increase in Ohio DOT cost index
      (1) Director of Ohio DOT notifies counties of increased amount.

2. Municipalities
   a) Street projects only: less than $70,000
   b) July 1 every year, beginning 2024, threshold increases lesser of 5% or the Ohio DOT cost index

3. Townships
   a) $60,000 for any single traffic control signal or any other single project
   b) $35,000 per mile for construction and reconstruction of roadways
   c) $105,000 (*in total per project*) for maintenance and repair projects
   d) Force account assessment forms are not required for road maintenance or repair projects or for road construction or reconstruction projects of less than one-third of the applicable force account limit.
   e) July 1 every year, beginning 2024, threshold increases lesser of 5% or the Ohio DOT cost index

4. If the calculated cost on the Force Account Project Assessment form, including materials, equipment, and work performed by subcontractors, exceeds the applicable force account limit, grantees must use a competitive procurement process for the project in accordance with state and federal laws and regulations.

D. Recordkeeping: At a minimum, supporting documentation for force account labor must include employee time sheets, employee wage rates, and benefits. Documentation for equipment and materials must include, as applicable, procurement documentation and invoices, materials inventory, equipment use, time sheets and operating costs, requests for reimbursement, and cancelled checks.

VII. Bonding Requirements

A. General Bonding Requirements

Grantees shall adhere to the applicable bonding requirements in the Ohio Revised Code for all procurement actions.

B. Additional Bonding Requirements

Additionally, for construction and facility improvement contracts exceeding the Simplified Acquisition Threshold (see 48 CFR part 2, subpart 2.1), grantees must adhere to the following minimum bonding requirements:

1. A bid guarantee from each bidder equal to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

1. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

VIII. Required Federal Contract Provisions

In addition to other provisions required under state law, all contracts made by grantees under CSD's federally assisted programs must contain provisions covering the following, as applicable:

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR

Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).[2] All prime construction contracts more than $2,000 awarded by grantees must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The grantee must report all suspected or reported violations to CSD. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The grantee must report all suspected or reported violations to CSD.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).[3] Where applicable, all contracts awarded by the grantee more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the grant award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts of amounts more than $150,000 must contain a provision that requires the grantee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to CSD and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. Procurement of recovered materials. A local government grantee and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

L. Domestic preferences for procurements.

Grantees will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021 and the regulations at 41 U.S.C. §8303, to the greatest extent feasible.

1. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds $250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:

2. Unmanufactured articles, materials, and supplies that have been mined or produced in the United States; and

3. Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.

4. It will comply with the following domestic preference requirements on a phased implementation schedule according to HUD's Phased Implementation Waiver 6331-N-10A:

a) Effective July 1, 2023: All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States.

b) Effective July 1, 2024: All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.

c) Effective July 1, 2025: All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

IX. Other Requirements for Federally Funded Grants

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

Per 2 CFR 200.321, grantees must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

6. Requiring the prime contractor, if subcontracts are to be permitted, to take the affirmative steps listed in paragraphs (1) through (5) above.

B. Section 3 Requirement of the Housing and Urban Development Act of 1968, as amended:

In accordance with the requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended, grantees shall ensure that employment and other economic opportunities generated by the use of HUD funds shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 requirements apply to the expenditure of HUD funds for work – including administrative services - arising in connection with housing rehabilitation, housing construction, or other public construction projects. Current standards and procedures regarding Section 3 compliance are codified at 24 CFR 135.

C. Any other terms and conditions required by the relevant Notice of Federal Award; federal regulations or laws; state regulations or laws.

COMPLIANCE MEASURES:

CSD will review procurement and contract management compliance during the monitoring of the grant files, prior to grant closeout.

ADDITIONAL GUIDANCE:

Ohio Contractors Association
Ohio Qualification Based Selection (QBS) Manual
The Associated General Contractors of America
System for Award Management
CSD Technical Assistance Site Procurement Guidance

ORDINANCE 2025-23

AN ORDINANCE AUTHORIZING A SERVICE CONTRACT WITH STRYKER FOR THE MAINTENANCE AND REPAIR OF FIRE AND EMS EQUIPMENT

WHEREAS, the City of New Carlisle Fire Department possesses lifesaving equipment that requires preventative maintenance and repair coverage; and

WHEREAS, the City desires to ensure that the fire department's equipment is properly maintained and in good working order; and

WHEREAS, Stryker has proposed the attached 4-year service contract for the performance of preventative maintenance and repair coverage for the equipment; and

WHEREAS, the City will pay $15,740.30 to Stryker each year of the contract for a total amount of $62,961.20.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

SECTION 1. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to enter into the attached service contract with Stryker on behalf of the City of New Carlisle.

Passed this _____ day of _____, 2025.

_____
Bill Cook, Mayor

_____
Christine Stapleton, Clerk of Council

APPROVED AS TO FORM:

_____
Jacob M. Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 06/02/2025
Second Reading and Action: 06/16/2025
Effective Date of Legislation: 07/01/2025

_____	Wright	Y	N
_____	Bahun	Y	N
_____	Lindsey	Y	N
_____	Mayor Cook	Y	N
_____	V. Mayor Eggleston	Y	N
_____	Shamy	Y	N
_____	Grow	Y	N
	Totals:	Pass	Fail

stryker

Four Year Prevent

Quote Number: 11115345
Version: 1
Prepared For: NEW CARLISLE FIRE DEPT
Attn:

Rep: Pete Landry
Email:
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 05/08/2025
Expiration Date: 06/07/2025
Contract Start: 05/07/2025
Contract End: 05/06/2029

Service Rep: –
Email: Craig Schmidt
craig.schmidt@stryker.com

Jeramy Long

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	NEW CARLISLE FIRE DEPT	Name:	NEW CARLISLE FIRE DEPT	Name:	CITY OF NEW CARLISLE
Account #:	20048504	Account #:	20048504	Account #:	20127765
Address:	315 N CHURCH ST	Address:	315 N CHURCH ST	Address:	POBox 419
	NEW CARLISLE		NEW CARLISLE		NEW CARLISLE
	Ohio 45344-1850		Ohio 45344-1850		Ohio 45344-0419

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$1,656.00	15.0%	$5,630.40	$11,260.80
2.0	XPEDITION-PROCARE	PROCARE-XPEDITION-STAIRCHAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$1,191.00	15.0%	$4,049.40	$8,098.80
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$2,352.00	15.0%	$7,996.80	$15,993.60
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$1,779.00	15.0%	$6,048.60	$12,097.20
5.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$2,281.00	15.0%	$7,755.40	$15,510.80

ProCare Annual Payment: $15,740.30

Price Totals:

Grand Total: $62,961.20

This is not an Invoice

stryker

Four Year Prevent

Quote Number:	11115345		
Version:	1		
Prepared For:	NEW CARLISLE FIRE DEPT	Rep:	Pete Landry
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Craig Schmidt
Quote Date:	05/08/2025	Email:	craig.schmidt@stryker.com
Expiration Date:	06/07/2025		
Contract Start:	05/07/2025		Jeramy Long
Contract End:	05/06/2029		

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Payment Schedule

Starting Balance: **$62,961.20**

Date	Payment	Balance
05/07/2025	$15,740.30	$47,220.90
05/07/2026	$15,740.30	$31,480.60
05/07/2027	$15,740.30	$15,740.30
05/07/2028	$15,740.30	$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWERPRO	2005003500366
1.0	PROCARE-SVC-POWERPRO	2012003500446
2.0	PROCARE-XPEDITION-STAIRCHAIR	2309002840
2.0	PROCARE-XPEDITION-STAIRCHAIR	2310002042
3.0	PROCARE-SVC-POWER-LOAD	2012012400047
3.0	PROCARE-SVC-POWER-LOAD	2004012400112
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523HD79
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521T590
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48409871
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44371847

Purchase Order Form

stryker®

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
    - o If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
    - o Stryker will continue to offer contractual service on a yearly basis only

    - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

    - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

ORDINANCE 2025-24

AN ORDINANCE APPROVING A TAX INCREMENT FINANCING COOPERATIVE AGREEMENT, A DECLARATION OF COVENANTS AND CONDITIONS, AND A TAX INCREMENT FINANCING AGREEMENT IN CONNECTION WITH THE RESERVE AT HONEY CREEK PROJECT

WHEREAS, D.R. Horton, Inc. (the "*Developer*") is in the process of developing the Reserve at Honey Creek Project in the northwest area of the City, which development is expected to consist of the construction of approximately 360 single family residences (the "*Project*"); and

WHEREAS, the Developer has requested tax increment financing assistance from the City for the cost of public infrastructure improvements necessary to support the Project (the "*Public Infrastructure Improvements*"), and this Council has by its Ordinance 2023-34, passed July 17, 2023 (the "*TIF Ordinance*"), formed a series of ten (10) tax increment financing incentive districts known as the "Honey Creek Incentive Districts" to provide that support; and

WHEREAS, in order to pay for a portion of the Public Infrastructure Improvements, the Developer has proposed that the West Central Ohio Port Authority (the "*Port Authority*") issue bonds (the "*Bonds*") payable from and secured by service payments in lieu of taxes received by the City pursuant to the TIF Ordinance (the "*Statutory Service Payments*"); and

WHEREAS, to provide for and secure the Bonds, the Port Authority has requested that the City execute and deliver a Tax Increment Financing Cooperative Agreement (the "*Cooperative Agreement*") by and among the City, the Port Authority, the Developer and The Huntington National Bank, as Bond trustee (the "*Trustee*"), and a Declaration of Covenants and Conditions Relative to Service Payments In Lieu Of Taxes, Minimum Service Payment Obligations And Other Matters (the "*TIF Declaration*") to provide for, among other things, the collection of minimum service payments in lieu of taxes (together with the Statutory Service Payments, the "*Service Payments*"); and

WHEREAS, the City has requested that the Developer construct improvements to Mill Road and an adjacent parking lot (the "*Mill Road Improvements*"), and the Developer has proposed that the City and the Developer enter into a Tax Increment Financing Agreement (the "*TIF Reimbursement Agreement*") to provide for the construction of the Mill Road Improvements and reimbursements to the Developer for additional costs of the Public Infrastructure Improvements from Service Payments not needed to pay debt service and related expenses on the Bonds.

NOW THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

Section 1. Cooperative Agreement and TIF Declaration. In order to provide for the issuance of the Bonds by the Port Authority, the Cooperative Agreement and the TIF Declaration, each in substantially the form on file with the City Clerk, are hereby approved with changes therein and amendments thereto not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the

name of this City, is hereby authorized to execute and deliver the Cooperative Agreement and the TIF Declaration in substantially the forms on file with the City Clerk, along with any changes therein or amendments thereto, provided that the approval of such changes and amendments thereto by the City Manager, and the character of those changes and amendments as not being substantially adverse to this City, shall be evidenced conclusively by the City Manager's execution thereof.

Section 2. TIF Reimbursement Agreement. In order to provide for construction of the Mill Road Improvements by the Developer and the reimbursement of costs of other Public Infrastructure Improvements to the Developer, the TIF Reimbursement Agreement in substantially the form on file with the City Clerk is hereby approved with changes therein and amendments thereto not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, is hereby authorized to execute and deliver the TIF Reimbursement Agreement in substantially the form on file with the City Clerk, along with any changes therein or amendments thereto, provided that the approval of such changes and amendments thereto by the City Manager, and the character of those changes and amendments as not being substantially adverse to this City, shall be evidenced conclusively by the City Manager's execution thereof.

Section 3. Security for Bonds. The obligation of the City to pay Service Payments to the Port Authority and the Trustee pursuant to the Cooperative Agreement constitutes a special obligation of the City and is payable solely from Service Payments. All such Service Payments hereafter deposited into the Honey Creek TIF Accounts created by the TIF Ordinance (as defined therein) are pledged for those payments to be made by the City pursuant to the Cooperative Agreement. The Bonds are not a debt of the City, no other funds are pledged by the City for payments on the Bonds other than Service Payments, and none of the Port Authority, the Developer, the Trustee or any other beneficiary of the Service Payments has a right to have taxes levied to make those payments or any other claim on funds of the City. All money deposited in the Honey Creek TIF Accounts is hereby appropriated to make those payments required by the Cooperative Agreement, and the Finance Director is hereby authorized to make those payments in accordance with the Cooperative Agreement.

Section 4. Further Authorizations. This Council hereby further authorizes the City Manager and the Finance Director or other appropriate officers of the City to prepare and sign all documents and to take any other actions as may be appropriate to implement this Ordinance.

Section 5. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees 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 of its committees that resulted in those

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

Section 6. Effective Date. This Ordinance is effective on the earliest date permitted by law.

Passed this _____ day of _____, 2025.

_____
Bill Cook, Mayor

_____
Christine Stapleton, Clerk of Council

APPROVED AS TO FORM:

_____
Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 06/02/2025
Second Reading and Action: 06/16/2025
Effective Date of Legislation: 07/01/2025

_____	Wright	Y	N
_____	Bahun	Y	N
_____	Lindsey	Y	N
_____	Mayor Cook	Y	N
_____	V. Mayor Eggleston	Y	N
_____	Shamy	Y	N
_____	Grow	Y	N
	Totals:	Pass	Fail

TAX INCREMENT FINANCING COOPERATIVE AGREEMENT

by and among

WEST CENTRAL OHIO PORT AUTHORITY

and

CITY OF NEW CARLISLE, OHIO

and

D.R. HORTON, INC.

as Developer

and

THE HUNTINGTON NATIONAL BANK

as Trustee

$[___]
West Central Ohio Port Authority
Tax-Exempt Development Revenue Bonds, Series 2025
(Reserve at Honey Creek Phase I Project)

Dated as of
[___], 2025

Bricker Graydon LLP
Bond Counsel

TABLE OF CONTENTS

TAX INCREMENT FINANCING COOPERATIVE AGREEMENT

THIS TAX INCREMENT FINANCING COOPERATIVE AGREEMENT (this "Agreement" or "Cooperative Agreement") is made and entered into as of [___], 2025, by and among the WEST CENTRAL OHIO PORT AUTHORITY, a port authority and a body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the "Authority" or "Port Authority"), the CITY OF NEW CARLISLE, OHIO, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio and its Charter (the "City"), D.R. HORTON, INC., a corporation organized and validly existing under the laws of the State of Delaware (the "Developer") and THE HUNTINGTON NATIONAL BANK, as Trustee (the "Trustee"), under the circumstances summarized in the following recitals (the capitalized terms used and not defined in the recitals have the meanings given to them in Article I of this Agreement):

WITNESSETH:

WHEREAS, the Developer has acquired certain real property located within the municipal corporate boundaries of the City, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property" with each parcel of real property comprising the Property referred to herein as a "Parcel" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates)), for the purpose of developing the Property to allow for construction of a single-family residential housing development on the Property by the Developer (the "Development"); and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40, 5709.42, 5709.43, 5709.91 and related laws (collectively, the "TIF Statutes"), on July 17, 2023, the City Council ("Council") of the City adopted Ordinance No. 2023-34 (the "TIF Ordinance"), pursuant to which the Council declared 100% of the increase in the assessed value of the Parcels (the "Improvements") to be a public purpose exempt from real property taxation for a period of up to thirty (30) years (the "TIF Exemption") and imposed on the Developer and/or the future owners of the Parcels an obligation to make service payments in lieu of the taxes exempted throughout the term of the TIF Exemption; and

WHEREAS, the parties have agreed on the terms and conditions for the financing and funding of the sale of the Project, as further described in **Exhibit B** attached hereto and incorporated herein, by the Developer, which financing and funding includes the issuance, sale and delivery by the Authority of the Series 2025 Bonds, in an aggregate principal amount of $[___], to the Original Purchaser; and

WHEREAS, the Financing Payments for the Series 2025 Bonds are in the estimated amounts set forth in **Exhibit C** attached hereto and incorporated herein (the "Financing Payment Schedule"), and such amounts are to be paid from and secured by the Assigned Service Payments and the obligation of the Developer, as a covenant running with the Property, to pay or provide for the Minimum Service Payments established under Section 2.4(d) of this Agreement, in the estimated amounts included in **Exhibit D** hereto and incorporated herein by reference, which Minimum Service Payments shall be "minimum service payment obligations" for all purposes of the TIF Act and Ohio Revised Code Section 5709.911; and

WHEREAS, the obligations under this Agreement, including the obligation to pay the Service Payments, and the obligations of the Owners of the Property, established hereunder, to pay the Supplemental Payments (generally equal to the Minimum Service Payments less certain Minimum Service Payment Credits, as determined by the Administrator), shall be secured by the TIF Declaration, to be recorded against the Parcels on or before the Closing Date, and by the statutory lien created by Ohio Revised Code Section 5709.91; and

WHEREAS, the Authority, the City, and the Developer have determined that the most efficient and effective way to implement the tax increment financing authorized under the TIF Ordinance, and to thereby provide for the financing of a portion of the Project Costs and to thereby further the respective public purposes of the City and Port Authority further described herein is through this Agreement with (i) the Authority issuing its Series 2025 Bonds in order to make a portion of the proceeds of the Series 2025 Bonds available to pay a portion of the Project Costs, (ii) the Developer providing for the sale of the Project, (iii) the Developer agreeing to pay the Service Payments and any Supplemental Payments, as a covenant running with the land, in aggregate amounts such that the Assigned Service Payments and Supplemental Payments, together with other amounts available to the Trustee, will provide revenues to pay the Financing Payments and (iv) the Trustee (as Trustee for the Series 2025 Bonds) agreeing to accept such Supplemental Payments from the Developer on behalf of the City and to accept such Assigned Service Payments from the City and any Supplemental Payments received by the City, pursuant to the terms of the Indenture; and

WHEREAS, the City believes that the development of the Property and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, creating and preserving jobs and employment opportunities, and necessary to improve the economic welfare of the people of the City; and

WHEREAS, the Authority, the City, the Trustee and the Developer each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on each party's respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements contained in this Agreement, the Authority, the City, the Trustee and the Developer agree as follows (provided that any obligation of the Authority created by or arising out of this Agreement shall never constitute a general debt of the Authority or give rise to any pecuniary liability of the Authority but shall be payable solely out of the Pledged Revenues available to the Authority; and provided further that any obligation of the City under this Agreement shall never constitute a general debt of the City or give rise to any pecuniary liability of the City but shall be payable solely from the Assigned Service Payments and any Supplemental Payments received by the City and any Supplemental Payments received by the Trustee on behalf of the City).

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, including in the Preamble and Recitals hereto, which are incorporated herein

by reference, or by reference to the Indenture or another document, the words and terms defined in Section 1.2 of this Agreement shall have the meanings given to them in that Section 1.2. The definitions in Section 1.2 shall be equally applicable to both the singular and plural forms of any of the words and terms defined.

Section 1.2. Definitions. As used in this Agreement:

"**Act**" means Sections 4582.21 et seq. of the Ohio Revised Code, inclusive, as duly enacted and amended from time to time, and the authorities therein mentioned.

"**Additional Bonds**" means obligations of the Authority issued pursuant to Section 2.05 of the Indenture.

"**Additional Public Infrastructure Improvements**" shall have the meaning assigned to that term in the Guaranty.

"**Administrative Amounts**" includes the fees and reasonable expenses of the Trustee, the Authority (including the Authority Annual Fees), the City, the Administrator, and any amounts (other than the Debt Service Charges) required to be paid under this Agreement, including, but not limited to attorneys' fees, amounts expended by the Authority, the City, or the Trustee in pursuing remedies, and the escrowing, payment, collection, distribution and transfer of the Service Payments, Supplemental Payments and other impositions under the TIF Declaration, and any expenses incurred to comply with continuing disclosure obligations.

"**Administration Agreement**" means the Administration Agreement dated as of [___], 2025 between the Authority and the Administrator, as the same may be amended, supplemented or replaced by the Authority in its sole discretion.

"**Administrator**" means the administrator appointed by the Authority from time to time under the Administration Agreement, initially [Incentive Review Group], an Ohio limited liability company.

"**Affiliate**" means, with respect to a specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person ("control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise).

"**Agreement**" means this Tax Increment Financing Cooperative Agreement as duly amended or supplemented from time to time.

"**Approving Ordinance**" means Ordinance No. [___], duly adopted by the Council of the City and effective on [___].

"**Assigned Service Payments**" means the Service Payments actually received by the City from the County Treasurer, including the Associated Rollback Payments, but less the TLSD Payments and SCCTC Payments, which amounts are assigned to the Authority under Section

2.5(b) of this Agreement, for further assignment to the Trustee under the Indenture, which shall be paid and transferred by the City to the Trustee for application in accordance with the Indenture.

"**Associated Rollback Payments**" means **"rollback payments"** associated with the Service Payments (i.e., those rollback payments that are paid to the City with respect to the Improvements as a result of the TIF Exemption and that would have been payable to taxing districts with respect to the Improvements had the TIF Exemption not been granted) due under Revised Code Section 321.24 (relating to Revised Code Section 319.302), which Associated Rollback Payments shall, upon receipt by the City, be transferred, deposited and otherwise dealt with as Service Payments hereunder.

"**Authority**" or "**Port Authority**" means the West Central Ohio Port Authority, a port authority and a body corporate and politic duly organized and validly existing under the Act and other applicable laws of the State.

"**Authority Administrative Fee**" means a one-time issuance fee in the amount of 0.50% of the original principal amount of the Series 2025 Bonds, to be paid on the Closing Date.

"**Authority Annual Fee**" means, an annual administrative fee of the Authority payable annually in advance and equal to 0.25% of the outstanding principal amount of the Series 2025 Bonds at the beginning of each such year, and to be paid out of the Financing Payments as shown on Schedule of Financing Payments attached as **Exhibit C** hereto and incorporated into this Agreement.

"**Authorized Developer Representative**" means the person at the time designated to act on behalf of the Developer by written certificate furnished to the Authority and the Trustee containing the specimen signature of that person and signed on behalf of the Developer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Developer fails to designate a replacement within ten days after such unavailability or inability to act, the Trustee may appoint an interim Authorized Developer Representative until such time as the Developer designates that person.

"**Authorized Official**" means the President of the Authority or Chair or Vice Chair of the Legislative Authority, or any person designated in written certificate furnished to the Trustee by the President, Chair or Vice Chair to act in that capacity. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

"**Board**" means the Board of Directors of the Authority.

"**Bond**" or "**Bonds**" means, as the case may be in the context of the use of the word, the Series 2025 Bonds issued by the Authority pursuant to the Bond Legislation, and any Additional Bonds issued under the Indenture.

"**Bond Legislation**" means (i)(A) when used with reference to the Series 2025 Bonds, Resolution No. [___], adopted by the Board on [___], 2025, and (B) when used with reference to any series of Additional Bonds, that Resolution No. [___] and the resolution or resolutions adopted by the Board authorizing the issuance of the Additional Bonds then to be issued; and (ii) the

Certificate of Award executed and delivered pursuant to the applicable resolution; and in each such case whether as to a resolution or certificate of award, as the same is amended or supplemented from time to time.

"**Bond Reserve Fund**" means the Bond Reserve Fund created pursuant to Section 5.01 of the Indenture.

"**Bond Service Payment Period**" means the period commencing on November 16 of a year and ending November 15 of the following year, commencing with the period from the Closing Date through November 15, 20[___].

"**Business Day**" means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in Cincinnati, Ohio or New York, New York are closed.

"**Capitalized Interest Account**" means the Account by that name created under the Indenture for deposit of the Capitalized Interest Payment.

"**Capitalized Interest Payment**" means the Capitalized Interest Payment under and as defined in the Indenture.

"**City**" means the City of New Carlisle, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State and its Charter.

"**City Legislation**" means the TIF Ordinance [and the Approving Ordinance].

"**Closing Date**" means [___], 2025.

"**Completion Date**" means the date of completion of the Development in accordance with the requirements of Article III of this Agreement.

"**Cooperative Agreement**" means this Agreement, as the same may be duly amended, modified or supplemented from time to time in accordance with its terms.

"**Cooperative Parties**" or "**Parties**" means the City, the Authority, the Trustee and the Developer.

"**County**" means Clark County, Ohio, a county and political subdivision duly organized and validly existing under the Constitution and laws of the State and its Charter.

"**County Auditor**" means the County Auditor of Clark County, Ohio or its successors.

"**County Treasurer**" means the Treasurer of Clark County, Ohio or its successors.

"Current Property" means the parcels of real property identified in **Exhibit A-2** attached hereto and incorporated herein.

"**Debt Service Charges**" shall have the meaning assigned to that term in the Indenture.

"**Development**" shall mean the acquisition, construction, installation and improvement of 360 single family residences on the Property.

"**Environmental Laws**" means all applicable federal, state, and local environmental, land use, zoning, health, chemical use, safety, and sanitation laws, statutes, ordinances, and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, production, or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives of federal, state, and local governmental agencies and authorities with respect thereto, including, without limitation, CERCLA and Chapter 3734 of the Ohio Revised Code.

"**Event of Default**" means any of the events described as an Event of Default in Section 7.1 of this Agreement.

"**Financing Payments**" or "**Series 2025 Financing Payments**" has the same meaning as is given in the Indenture, and includes the Required Amounts and Administrative Amounts, each as identified in **Exhibit C** attached hereto, which amounts are to be paid by the Trustee, from amounts on deposit in the Revenue Fund, on or before each Financing Payment Date to the extent not paid or provided for by the Trustee from the Developer and/or their respective successors, assigns, heirs and personal representatives.

"**Financing Payment Date**" means May 15 and November 15 of each year, commencing [___], 20[__].

"**Fiscal Officer**" means, the Secretary-Treasurer of the Board of the Authority, or if the Secretary-Treasurer is unavailable, absent or incapacitated, any member of the Legislative Authority.

"**Force Majeure**" means any of the causes, circumstances or events described as constituting Force Majeure in Section 7.1 of this Agreement.

"**Guaranteed Completion Date**" means [___], 20[__] subject to Force Majeure, or such later date as may be agreed by the Parties.

"**Guaranty**" means the Unconditional Guaranty of Completion dated the date of this Agreement from the Guarantors to the City, the Authority and the Trustee, guaranteeing completion of the [Additional Public Infrastructure Improvements] on or before the Guaranteed Completion Date.

"**Guarantor**" means [___], as guarantor under the Guaranty.

"**Hazardous Materials**" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as defined in Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §§9601 *et seq.*) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, *et seq*.), Resource

Conservation and Recovery Act (42 U.S.C. §§6901 *et seq.*) ("RCRA"), or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"**Holder**" or "**Holder of a Bond**" shall have the meaning given in the Indenture.

"**Improvements**" shall have the meaning given in or pursuant to the TIF Statutes.

"**Indenture**" means the Trust Indenture dated as of [___], 2025 executed by and between the Authority and the Trustee relating to the issuance of the Series 2025 Bonds.

"**Interest Payment Date**" or "**Interest Payment Dates**" means, with respect to the Series 2025 Bonds, the 1st day of each June and December, commencing [___], 20[__].

"**Interest Rate for Advances**" means the lesser of the rate of interest which is 2% in excess of the rate announced from time to time by the Trustee in its capacity as a lending institution as its "prime rate" or "base rate" or the maximum rate chargeable under applicable law.

"**Minimum Service Payments**" means those minimum payments established under Section 2.5(d) hereof as obligations of the Developer and identified in **Exhibit D** attached hereto, secured by the TIF Declaration, running with the Current Property and subject to the release provisions contained in the TIF Declaration, and due in amounts and at times sufficient to timely pay all Financing Payments due with respect to the Series 2025 Bonds under the Indenture.

"**Minimum Service Payment Credits**" means those credits available to the Developer against the obligation to pay the Minimum Service Payments as a result of: (i) the payment and transfer to the Trustee of the Assigned Service Payments, if any, (ii) the deposit and application of amounts in the Series 2025 Capitalized Interest Account, or (iii) certain other amounts if available for the payment of Debt Service Charges, including amounts held by the Trustee in the Project Fund, all as estimated and determined by the Administrator from time to time.

"**Notice Address**" means:

(a)	As to the Authority:	West Central Ohio Port Authority 3130 E. Main Street Springfield, Ohio 45503 Attention: Louis Agresta, Secretary-Treasurer
	With a copy to:	Bricker Graydon LLP 100 South Third Street Columbus, Ohio 43215 Attention: J. Caleb Bell, Esq.
(b)	As to the City:	City of New Carlisle, Ohio 331 S. Church Street P.O. Box 419 New Carlisle, Ohio 45344 Attention: City Manager

(c) As to the Developer: D.R. Horton – Indiana, LLC
4705 Duke Drive, Suite 250
Mason, Ohio 45040
Attention: Ron Hollmann, Division VP

With a copy to: D.R. Horton, Inc.
Attention: Region Counsel
2400 Lakeview Parkway, Suite 275
Alpharetta, Georgia 30009
Phone: (678) 292-4883
Fax: (678) 292-4881
Email: kmrys@drhorton.com
hparrish@drhorton.com

(d) As to the Trustee: The Huntington National Bank
[___]
[___]
Attention: Cheri [___], Vice President

or such additional or different address, notice of which is given under Section 9.2 of this Agreement.

"**Original Purchaser**" means the initial purchaser of the Series 2025 Bonds identified in or pursuant to the Bond Legislation and the Indenture.

"**Owners**" shall mean the owners of title to or any interest in all or any portion of the Property, specifically including the Developer.

"**Person**" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"**Plans and Specifications**" means the plans and specifications prepared by the Developer for the Project, as the same may be revised from time to time consistent with applicable governmental requirements.

"**Pledged Revenues**" means (i) the Assigned Service Payments, Minimum Service Payments, and all other moneys received or to be received by the Authority or the Trustee and intended to be used for Debt Service Charges, (ii) any gifts, grants, donations and pledges, and receipts therefrom, available for payment of Debt Service Charges which are hereafter pledged to the payment of Debt Service Charges, (iii) any proceeds realized from the enforcement of the Indenture, and (iv) all income and profit from the investment of the foregoing moneys and all income and profit from the investment of the Special Funds applicable to a series of Bonds, all to the extent of the Authority's interest therein.

"**Project**" means public infrastructure improvements and related improvements to be acquired, constructed, reconstructed, installed, and equipped on the Property as described herein, constituting a "project" and "port authority facilities" as defined in the Act, in furtherance of the Project Purposes, constituting "authorized purposes" of the Authority under the Ohio Revised Code, all as more particularly described in **Exhibit B** to this Agreement.

"**Project Costs**" means "costs" as defined in the Act of the Project.

"**Project Fund**" means the Project Fund as defined in the Indenture.

"**Project Purposes**" means to enhance, foster, aid, provide or promote economic development, governmental operations, housing and other authorized purposes within the jurisdiction of the Port Authority, and in furtherance of the development purposes of the City under the TIF Ordinance, to create or preserve jobs and employment opportunities and enhance the availability of adequate housing within the City, the County and the territory served by the Port Authority, and within the State, and to promote and improve the general and economic welfare of the residents thereof.

"**Property**" means the real property more fully described in **Exhibit A** attached to and made a part of this Agreement, including the Project, as and to the extent implemented at any time.

"**Required Amounts**" means, with respect to the Series 2025 Bonds, the amounts shown and identified as such on **Exhibit C** attached to, and incorporated into, this Agreement.

"**Required Insurance Coverage**" means, collectively, the insurance coverages to be maintained pursuant to the Transaction Documents; provided, that all policies providing such coverages shall (i) name the Authority as an additional named insured so long as it shall have any interest in the Property, and an additional insured, if it shall no longer have an interest in the Property, (ii) name the Trustee and the City as an additional insured thereunder, (iii) provide for not less than ten (10) days' notice to the City, the Authority and the Trustee in the event of cancellation or nonrenewal, and (iv) as to required property and casualty insurance coverages, name the Authority and the Trustee as a mortgagee and loss payee.

"**Revenue Fund**" is used as defined in the Trust Indenture.

"**Rule 15c2-12**" means the rule so designated, and promulgated by the Securities and Exchange Commission under the Securities Act of 1934, as amended.

"**SCCTC**" means the Springfield-Clark Career Technology Center and the Board of Education thereof and any successor thereto.

"**SCCTC Payments**" means the portion of the Service Payments to be paid directly to SCCTC by the City or County Treasurer, in accordance with the TIF Ordinance in an amount equal to the real property taxes that SCCTC would have been paid if the Improvements to each of the Parcels associated with the Incentive District located within the jurisdictions of SCCTC had not been exempt from real property taxation pursuant to the TIF Ordinance.

"**Scheduled Administrative Payments**" means such Administrative Amounts as are scheduled to be paid on a semi-annual basis as shown on **Exhibit C** attached to, and incorporated into, this Agreement.

"**Series 2025 Bonds**" or "**Bonds**" means the $[___] aggregate principal amount of Bonds issued by the Authority under the Bond Legislation, designated "$[___] West Central Ohio Port Authority Tax-Exempt Development Revenue Bonds, Series 2025 (Reserve at Honey Creek Phase I Project)", which Bonds may be issued in one or more series or sub-series in order to differentiate between taxable revenue bonds and tax-exempt revenue bonds, all as may be determined by the Executive or Fiscal Officer of the Legislative Authority.

"**Service Payments**" means service payments in lieu of taxes to be paid to the City or its assigns respecting the Property pursuant to the TIF Act, TIF Ordinance, and this Agreement, and to be deposited into the TIF Funds established under Section 5709.42, Ohio Revised Code and the TIF Ordinance. Associated Rollback Payments shall upon and after receipt by the City, be treated for all purposes of this Agreement as Service Payments.

"**Service Payment Transfer Date**" means each date on which the City transfers Assigned Service Payments and any Supplemental Payments to the Trustee for deposit in the Revenue Fund, which transfers shall generally be made by the City within ten (10) Business Days following the City's receipt of such Assigned Service Payments and any Supplemental Payment from the County Treasurer for deposit by the City into the TIF Funds.

"**Special Funds**" is used as defined in the Trust Indenture.

"**Stabilization Reserve Account**" means the Stabilization Reserve Account created pursuant to Section [__] of the Indenture. Amounts in the Stabilization Reserve Account shall be released according to the provisions of the Indenture.

"**State**" means the State of Ohio.

"**Supplemental Payments**" means the payments required to be paid each Bond Service Payment Period, which amounts are generally equal to the Minimum Service Payments for the applicable period less the relevant Minimum Payment Credits, and which amounts are to be paid by the Owners of the Property to the County Treasurer or the Trustee in accordance with the instruction of the City set forth in Section 2.5(e), but includes any such amounts paid to the County Treasurer for such purpose and paid over by the County Treasurer to the City and thereafter transferred by the City to the Trustee. Supplemental Payments shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11.

"**TIF Declaration**" means the Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes, Minimum Service Payment Obligations and Other Matters in the form attached hereto as **Exhibit E**, executed by the Developer and dated and recorded on or before the Closing Date, subject to such encumbrances as are identified in an acceptable loan policy of title insurance delivered to the Authority and the Trustee on the Closing Date as duly amended, supplemented, restated, extended or otherwise modified in accordance with its terms.

"**TIF Funds**" means, collectively, the City's ten accounts for each Incentive District in the New Carlisle Municipal Public Improvement Tax Increment Equivalent Fund established pursuant to Ordinance No. 2023-34, for the deposit of the Service Payments distributed from the County to the City.

"**TIF Ordinance**" means Ordinance No. 2023-34, duly adopted by the Council of the City and effective on July 17, 2023.

"**TIF Statutes**" means, collectively, Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.91 and related laws, as enacted and in effect from time to time.

"**TLSD**" means the Tecumseh Local School District and the Board of Education thereof and any successor thereto.

"**TLSD Payments**" means the portion of the Service Payments to be paid directly to TLSD by the City or County Treasurer, in accordance with the TIF Ordinance in an amount equal to the real property taxes that TLSD would have been paid if the Improvements to each of the Parcels associated with the Incentive District located within the jurisdictions of TLSD had not been exempt from real property taxation pursuant to the TIF Ordinance.

"**Transaction Documents**" means, with respect to the Series 2025 Bonds and for purposes of this Agreement, collectively, this Agreement, the Indenture, the TIF Declaration, and the Administration Agreement.

"**Trustee**" means The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, in its capacity as trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean the successor Trustee.

"**Unassigned Authority Rights**" means the rights of the Authority to be held harmless and indemnified under Section 5.2 of this Agreement, to receive notice of litigation under Section 5.3 of this Agreement, to be reimbursed for attorney fees and expenses under Section 7.4 of this Agreement, to make requests and give or withhold consent including, without limitation, requests under Section 3.8 of this Agreement, and consent to amendments, changes, modifications, alterations, and termination of this Agreement under Section 8.5 of this Agreement.

"**Underwriter**" means Piper Sandler & Co., a Delaware corporation.

Section 1.3. Interpretation. Any reference in this Agreement to the Authority, the City or the County, to the Legislative Authority, the City Council or any member thereof, or any other officer or official of any thereof, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State, the TIF Act or the Act, to a section, provision, or chapter of the Ohio Revised Code, or any other legislation or to any statute of the United States of America, includes that section, provision, or chapter as amended,

modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Cooperative Parties under this Agreement or the Transaction Documents.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses of this Agreement.

(End of Article I)

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations of the Authority. The Authority represents that: (a) it is duly organized and validly existing under the laws of the State; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Authority which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party; (c) it is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party; (d) it has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a Party; (e) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution of the agreements necessary to issue the Series 2025 Bonds and to make the proceeds of the Series 2025 Bonds available for the Project Purposes; and (f) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.2. Representations of the City. The City represents that:

(i) It is a municipal corporation duly organized and validly existing under the Constitution and laws of the State and its Charter.

(ii) To the best of its knowledge, it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party.

(iii) It is legally empowered to execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a party, and to enter into and carry out the transactions contemplated by the City Legislation, this Agreement and the other Transaction Documents to which it is a party. To the best of its knowledge, that execution, delivery, and performance do not and will not violate or conflict with any provision of law applicable to the City, including but not limited to, its Charter, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

(iv) It has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated in this Agreement and in those Transaction Documents, and those transactions will promote urban redevelopment and other public purposes of the City.

(v) It will do all things in its power in order to maintain its existence or assure the assumption by any successor public body of its obligations under the City Legislation, this Agreement and the other Transaction Documents to which it is a party.

(vi) The City Legislation has been duly adopted, is in full force and effect, and is not subject to repeal by referendum.

Section 2.3. Representations and Warranties of the Developer. The Developer represents and warrants that:

(i) The Developer is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State.

(ii) It has full power and authority to execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents. That execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Developer, or any provision of the operating agreement of either, as provided to the Authority, and do not, and will not, conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed, and delivered by the Developer, and all steps necessary to be taken by the Developer, have been taken to constitute this Agreement and the other Transaction Documents to which it is a party valid and binding obligations of the Developer.

(iii) The provision of financial assistance to be made available under this Agreement, and the commitments for that assistance made by the Authority and the City, have induced the Developer to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and those transactions, and the redevelopment of the Property through the acquisition, construction, installation, equipping, furnishing and other improvement of the Project will enhance, foster, aid, provide or promote the Project Purposes and, specifically, will promote economic development and housing within the City and territory served by the Port Authority, will create or preserve jobs and employment opportunities and enhance the availability of adequate housing within the City, the County, the territory served by the Port Authority and the State, and will promote and improve the general and economic welfare of the residents thereof.

(iv) The Developer has constructed the Project in accordance with the Plans and Specifications and it conforms in all material respects with all applicable zoning, planning, building, environmental, and other applicable governmental regulations and as to be consistent with the Project Purposes, the City Legislation, the Act and the Transaction Documents.

(v) The Project will comply in all material respects with all applicable Environmental Laws.

(vi) Upon reasonable request of the Authority, the Developer shall deliver to the Authority and the Trustee such information as the Authority may request in connection with any obligation it has entered into, or may enter into, to provide continuing disclosure to holders of the Series 2025 Bonds (regardless of whether the Underwriter is subject to

the requirements of Rule 15c2-12with respect to the Series 2025 Bonds), which obligation to provide continuing disclosure shall be binding upon the Developer and its successors and assigns for so long as the Series 2025 Bonds are outstanding.

(vii) The Required Insurance Coverage, if any, will be in force as of the Closing Date, and will be maintained at all times during the term of this Agreement, while the Series 2025 Bonds remain outstanding, and while any Financing Payments, Service Payments, or Supplemental Payments remain to be paid.

Section 2.4. Representations and Warranties of the Trustee. The Trustee represents that: (a) it is a duly organized and validly existing national banking institution; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Trustee which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party; (c) it is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party; and (d) it has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a Party.

Section 2.5. Service Payments, and Supplemental Payments.

(a) Service Payments. The Developer hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for each Parcel, until the respective expirations of the TIF Exemptions. Any late payments will bear penalties and interest at the then current rate established under O.R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under O.R.C. Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to each Parcel, with such payments referred to herein as the "Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Developer hereby agrees to cooperate with the City as necessary for the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemptions.

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

(c) TIF Fund; Assignment of Service Payments. The City has established the New Carlisle Municipal Public Improvement Tax Increment Equivalent Fund and within such fund an account for each of the ten incentive districts for the deposit of the Service Payments collected from the Incentive Districts and received by the City, as a separate fund maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City hereby assigns to the Authority all of the City's right, title and interest in and to: (i) the Assigned Service Payments received by the City pursuant to the TIF Ordinances, less the TLSD Payments and the SCCTC Payments, and to be transferred to the Authority pursuant to this Agreement, (ii) the Supplemental Payments, whether received by the City and transferred to the Authority pursuant to this Agreement or received by the Trustee pursuant to the direction of the City, (iii) to the extent permitted by law, the TIF Funds, and (iv) any other revenues or property received or to be received by the City upon exercise of remedies against the Developer or the Property hereunder or under the TIF Declaration. The City agrees to transfer the Service Payments and any Supplemental Payments it receives to the Trustee in accordance with this Agreement, and the Trustee agrees to accept such Service Payments, Supplemental Payments and any Supplemental Payments paid to it by an Owner pursuant to the direction of the City. The Developer agrees that each of the City, the Authority, as assignee of the Assigned Service Payments and Supplemental Payments, and the Trustee, as assignee of the Pledged Revenues, including the Assigned Service Payments and the Supplemental Payments, is authorized to take any and all actions, whether at law, or in equity, to collect delinquent Service Payments and Supplemental Payments and to cause the lien securing any delinquent Service Payments or Supplemental Payments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. Provided that any reasonable costs incurred in connection herewith by the City shall be deemed Administrative Amounts, the City agrees that it shall use its best efforts to obtain from the State of Ohio and the County Auditor any Associated Rollback Payments that would otherwise be payable to Clark County taxing districts with respect to the Improvements had the exemption from real property taxes, pursuant to this Agreement, not been granted and to pay such amounts as Service Payments to or for the order of the Issuer, to the extent that they are available.

(d) Transfer of Service Payments. The parties anticipate that semi-annual installments of the Service Payments will be paid to the City by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplate that the County Auditor and County Treasurer will pay the semi-annual installments of the Assigned Service Payments to the City on or before May 15 and November 15 of each year; provided, however, that it is understood and agreed by all of the Cooperative Parties, that the TLSD Payments and the SCCTC Payments, as applicable, are to be paid (from each of the semiannual installments of the Service Payments) directly by the City or the County to TLSD and SCCTC. Upon receipt of any moneys constituting Assigned Service Payments and direction from the Administrator for the transfer of the Assigned Service Payments, the City shall within ten (10) days of receiving both the moneys constituting Assigned Service Payments and the direction from the Administrator deliver to the Trustee all such moneys received by the City and constituting Assigned Service Payments. The Authority, the Trustee or the Administrator shall from time to time provide written payment instructions to the City for payment of such Assigned Service Payments by check, wire instructions, or other means. If at any time

during the term of this Agreement the County Auditor agrees, on behalf of the City, to disburse the Assigned Service Payments to or on direction of the Authority pursuant to instructions or procedures agreed upon by the County Auditor and the City, then, upon each transfer of an installment of the Assigned Service Payments from the County Auditor to or on direction of the Authority, the City shall be deemed to have satisfied its related obligations under this Agreement to transfer that installment of the Assigned Service Payments to the Trustee.

(e) Minimum Service Payments; Minimum Payment Credits; Assignment of Supplemental Payments. In order to secure the payment of the Financing Payments relating to the Series 2025 Bonds, the Port Authority, the City and the Developer hereby covenant and agree, as a covenant running with the land and secured by the TIF Declaration, that the Owners of the Property shall, so long as any Series 2025 Bonds remain outstanding under the Indenture or any Financing Payments remain unpaid with respect to the Series 2025 Bonds, pay or provide for the payment of the Minimum Service Payments, in the amounts set forth in the TIF Declaration, less the applicable Minimum Payment Credit, if any, as determined annually (and thereafter adjusted as circumstances require) by the Administrator, which the City hereby directs be paid to the Trustee on behalf of the City, for deposit and application in accordance with the Trust Indenture. The resulting Supplemental Payments, unless invoiced by the County Treasurer, shall be invoiced to the applicable Owner(s) by the Administrator, or by the Trustee on direction of the Administrator, and shall be timely paid to the Trustee on behalf of the City, and deposited in the Revenue Fund in accordance with the Indenture. In the event Supplemental Payments are invoiced by the County Treasurer, the Owner shall pay such amount to the County Treasurer, provided that the Owner shall not be required to pay such amounts to both the County Treasurer and the Trustee. So long as the Developer has an interest in the Property, the Developer agrees to pay all Supplemental Payments payable with respect to any portion of the Property then-owned by the Developer when and as due and, to further evidence such obligation, will execute and deliver the TIF Declaration to the Authority, the City and the Trustee on the Closing Date. For the avoidance of doubt, this Section 2.5(d) constitutes the obligation of the Developer to make minimum service payments to the City pursuant to the requirements of Ohio Revised Code Section 5709.91. The City expressly directs the Developer to make all Supplemental Payments payable with respect to any portion of the Property then-owned by the Developer directly to the Trustee for deposit in accordance with the Indenture, unless such amount is invoiced by the County Treasurer. Upon receipt of notice from the Trustee that any Supplemental Payments are past due, the City shall certify such unpaid and past-due Supplemental Payments to the County Treasurer, for placement by the County Treasurer on the tax duplicate and collection by the County Treasurer as delinquent tax payments.

(f) TIF Declaration. On or before the Closing Date, the Developer shall execute the TIF Declaration and shall cause the same to be recorded against the Property before the recording of any other mortgages or instruments of assignment or security recorded on the Closing Date. Upon the payment in full of the Service Payments and Supplemental Payments, the City and Authority shall execute an instrument in recordable form evidencing the termination and releasing of the TIF Declaration (and the covenants running with the land and, as required hereunder, set forth in any deed, lease or assignment at the time recorded against the Property).

(g) Administrator. In order to implement the terms of this Section 2.5, the Authority shall, from time to time, appoint and engage the services of an Administrator, qualified to provide such services in the judgment of the Authority. The Administrator shall have such rights and duties

as are established hereunder and under the Indenture and Administration Agreement, and shall assist the Authority, the City, and the Trustee, as necessary, in coordinating all matters relating to the determinations to be made hereunder and thereunder.

(End of Article II)

ARTICLE III

COOPERATIVE ARRANGEMENTS; UNDERTAKING THE PROJECT; ISSUANCE OF THE BONDS

Section 3.1. Cooperative Arrangements. The Developer and the City have requested the assistance of the Authority in the financing of the Project. For the reasons set forth in this Agreement's recitals—which recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Cooperative Parties—the City and Developer have requested the assistance and cooperation of the Authority in the deposit and application of Assigned Service Payments in accordance with this Agreement. The Cooperative Parties intend this Agreement to be, and it shall be, an agreement among the Cooperative Parties to cooperate in the financing, acquisition, construction, equipping, improvement, and installation of "port authority facilities" under the Act. The Cooperative Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Cooperative Parties' interests.

To the extent, if any, necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Authority undertakes to, and is authorized by the City to, exercise any power, perform any function and render any service, on behalf of the City for the collection of the Service Payments and the Supplemental Payments, together with all necessary or incidental powers, to the fullest extent that the City is authorized to exercise, perform or render such power, function or service for the collection of Service Payments and Supplemental Payments. Each power exercised, function performed, or service rendered by the Authority under this Agreement, to the extent if any necessary to the implementation of this Agreement and the financing of the Project in the manner set forth in this Agreement, is undertaken by the Authority on behalf of the City, pursuant to Ohio Revised Code Sections 4582.06 and 4582.17.

Section 3.2. Undertaking and Improvement of the Project. The Authority and the Developer agree to undertake the Project for the Project Purposes, and the Developer agrees to undertake and construct the Project with all reasonable dispatch and in accordance with the following:

(a) Financing of the Project with Assigned Service Payments. In order to provide moneys to enable the Authority to finance the Acquisition of the Project by the City, the City will cause the Assigned Service Payments and any Supplemental Payments received by the City to be paid to the Trustee at such times as are required by the Trustee.

(b) Construction of the Project. The Developer has completed the Project in accordance with all applicable laws.

Section 3.3. Plans and Specifications. The Plans and Specifications have been or will be filed with the City by the Developer and with the Authority.

Section 3.4. Issuance of the Series 2025 Bonds; Application of Proceeds. To provide funds to finance the acquisition of the Project by the City pursuant to the Bond Legislation, the Authority has agreed to issue its Series 2025 Bonds and the Authority has issued, sold and

delivered the Series 2025 Bonds to the Original Purchaser(s). The Series 2025 Bonds are issued pursuant to the Indenture and the Bond Legislation in the aggregate principal amount, bear interest, mature and are subject to redemption as stated in the Indenture and the Bond Legislation. The Developer hereby approves the terms of the Series 2025 Bonds and the Indenture, and agrees that, in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the terms of the Indenture shall control.

The proceeds from the issuance of the Series 2025 Bonds shall be paid to the Trustee on the Closing Date and deposited as provided in this Agreement and the Indenture and used to pay for the acquisition of the Project by the City, to pay costs of issuance of the Series 2025 Bonds, and to pay capitalized interest on the Series 2025 Bonds. The Parties specifically acknowledge and agree that the costs of issuance on the Series 2025 Bonds to be paid under the Indenture shall include the closing fees of the Trustee, the City, Authority, and Administrator, all payable on the Closing Date.

Section 3.5. Disbursements of the Series 2025 Bonds Proceeds. On the Closing Date, the proceeds of the Series 2025 Bonds shall be deposited in accordance with the Indenture. All Series 2025 Bond proceeds shall thereafter be disbursed by the Trustee, in accordance with the Indenture, the terms of which are hereby approved and agreed to by the Parties. City approval shall be required for all disbursements from the Project Fund.

Section 3.6. Construction and Completion of the Development. The Developer hereby covenants to cause the Development to be constructed on the Property. The Developer shall use commercial reasonable efforts to complete the Development on or prior to the Guaranteed Completion Date. The Completion Date shall be evidenced to the City, the Authority and the Trustee by a certificate of the Developer stating that the Development is substantially complete in conformance with the terms of this Agreement and otherwise conforming to the requirements of the Indenture.

Section 3.7 Completion Guaranty. The Developer shall guarantee completion of the construction of the Additional Public Infrastructure Improvements and, on the Closing Date, shall execute and deliver the Guaranty to the City, the Authority and the Trustee to evidence such guarantee.

Section 3.8 Records. The Developer shall preserve all financial and accounting records pertaining to this Agreement during this Agreement's term, and for any further period that may be required by the Internal Revenue Code of 1986, as amended. During such retention period, the Authority and the City, upon reasonable notice, shall have the right to audit the records to the extent authorized and permitted by law, and to the extent necessary to confirm compliance with the Developer's obligations under this Agreement to the Authority and/or City, as applicable. The Developer may retain all records in original or electronic form, provided that for electronic records, an off-site duplicate record is preserved.

(End of Article III)

ARTICLE IV

FINANCING PAYMENTS

Section 4.1. Financing Payments. Upon the terms and conditions of this Agreement, the Authority will finance a portion of the costs of the Project by the issuance of the Series 2025 Bonds. In consideration of that undertaking by the Authority, the Developer hereby agrees to pay or provide for the Financing Payments due on each scheduled Financing Payment Date, as shown on **Exhibit C** attached to and incorporated into this Agreement, by paying or providing for the payment of the Minimum Service Payments (less the applicable Minimum Payment Credit, if any, calculated as set forth in Section 2.5(d) hereof), as a covenant running with the land, all as further described and provided in Section 2.5 of this Agreement. In consideration of the undertakings of the Authority and Developer herein, the City shall timely pay the Assigned Service Payments and the Supplemental Payments at the direction of the Administrator, to the extent received by the City, to the Trustee, on or prior to each applicable Service Payment Transfer Date; provided, the City will transfer to the Trustee within thirty (30) days of receipt by the City all Assigned Service Payments it has received from the County with respect to the Parcels then held in the TIF Funds; provided that all such transfers shall be made no later than each May 1 and November 1 after receipt thereof or within ten (10) days of receipt of direction of the Administrator for payment of those amounts, whichever is later.

All Financing Payments shall be paid to the Trustee in accordance with Section 2.5 of this Agreement, and shall be transferred and applied by the Trustee to the payment of Debt Service Charges and Administrative Amounts. Any Excess Service Payments available after transferring amounts accruing to pay Debt Service Charges and Administrative Amounts and making such other transfers as are required under the Indenture shall be deposited by the Trustee in the Stabilization Reserve Account and the Bond Reserve Fund, as required in the Indenture and used for the purposes thereof, or returned to the City if the Stabilization Reserve Account and the Bond Reserve Fund are fully funded as required in the Indenture. In connection with the defeasance or redemption of the Series 2025 Bonds, any monies in the Defeasance Account shall be available for use in connection therewith and shall be so used in accordance with the Indenture. After payment, or provision for payment of all Financing Payments, any remaining excess Service Payments (but not any Supplemental Payments) shall be returned to the City. Any excess Supplemental Payments shall be returned to the Owner or Owners who paid the same, on a pro rata basis (if more than one Owner has made payments) in proportion to the amounts of Supplemental Payments paid by each Owner.

The obligations of the City under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the City under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and the Authority does not have and shall not have any right to have taxes levied by the City for the payment of Financing Payments. The City has no monetary obligations under this Agreement or the Bonds, or for a breach or default hereunder or thereunder, except from Assigned Service Payments or Supplemental Payments received by the City. The City shall not be required to expend its own funds to perform any obligations hereunder.

Upon the City's execution and delivery of this Agreement, all moneys received by or on behalf of the City from the collection of the Service Payments shall be deemed to have been appropriated to pay the City's obligations under this Agreement. While this Agreement is in effect, the City shall take such further actions as may be necessary or appropriate to appropriate and maintain the moneys received from the collection of the Service Payments in accordance with this Agreement. The City shall have no obligation to use or apply to the payment of Financing Payments any funds or revenues from any other source other than the Assigned Service Payments and the Supplemental Payments it has received or which the Trustee has received on its behalf.

The City, the Developer, and the Authority each acknowledge that none of the City, the Developer, or the Authority has any interest in the Special Funds and any moneys deposited in the Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders of the Series 2025 Bonds, in accordance with the Indenture.

Section 4.2. Place of Payments. The City shall pay all Assigned Service Payments and any Supplemental Payments it has received directly to the Trustee at its Cincinnati, Ohio office or to such other office or address as the Authority may from time to time direct; provided, however, that while the Series 2025 Bonds shall remain outstanding and secured by the Indenture, the Authority shall not direct the City to pay Assigned Service Payments or Supplemental Payments to any Person other than the Trustee.

Section 4.3. Obligations Unconditional. The obligation of the Developer to pay the Financing Payments (by paying or providing for the payment of the Minimum Service Payments through the execution and recording of the TIF Declaration, as provided herein) shall be absolute and unconditional, and the Developer shall make such payments as and when required hereby without abatement, diminution, or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim which the Developer may have or assert against the Authority, the Trustee, the City or any other Person. All of the obligations of the City under Sections 2.5, 3, 4.1, and 4.2 of this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Section 4.4. Assignment of Agreement and Revenues. To secure the payment of Debt Service Charges, the Authority shall assign to the Trustee by the Indenture, its rights under and interests in this Agreement (except for the Unassigned Authority's Rights) and the Pledged Revenues. The City and the Developer hereby agree and consent to those assignments.

Section 4.5. Administrative Amounts. Except to the extent such amounts are paid from the proceeds of the Series 2025 Bonds, the City and the Developer hereby acknowledge and agree that the Trustee shall pay, from the Administrative Expenses Account of the Bond Fund, to the Authority, as Administrative Amounts under this Agreement, any and all costs and expenses in excess of the amounts identified as scheduled Administrative Amounts shown in **Exhibit C** hereto (herein "Scheduled Administrative Amounts") incurred or to be paid by the Authority in connection with the issuance and delivery of the Series 2025 Bonds or otherwise related to actions taken by the Authority under this Agreement or the Indenture, and that such amounts are obligations in addition to the Scheduled Administrative Amounts. The City and the Developer

hereby direct and authorize the Trustee to pay from amounts on deposit in the Revenue Fund to the Authority, the City, the Trustee, the Administrator, any Registrar and any Paying Agent or Authenticating Agent, their reasonable fees, charges, and expenses for acting as such under the Indenture.

It is understood and agreed that the City shall have no responsibility with respect to any amounts due under this Section except from and to the extent of Assigned Service Payments and Supplemental Payments received by the City.

Anything herein or in the Indenture to the contrary notwithstanding, it is understood and agreed by the Developer that, in addition to the Scheduled Administrative Amounts included in the calculation of the Minimum Service Payments due hereunder, it shall timely pay or reimburse the Authority or the City, as applicable, for all amounts due to be paid under Section 5.2 or Section 7.4 hereof, from its own resources so that no such amounts will be drawn from the Revenue Fund therefor, and that any amounts so drawn from the Revenue Fund to satisfy any obligations described in this paragraph (other than Scheduled Administrative Amounts) shall be reimbursed by the Developer to the Trustee immediately upon demand.

(End of Article IV)

ARTICLE V

ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Right of Inspection and Signage. Subject to reasonable security and safety regulations and upon reasonable notice to the Developer, the City, the Authority and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Project during the construction. Subject to all applicable City ordinances and procedures, the City and the Developer hereby agree that the Authority shall have the right, at its expense, to erect a project financing sign at a prominent location on the Property in order to identify the Authority's role in financing the Project.

Section 5.2. Indemnification by the Developer.

(a) The Developer (the "Indemnifying Party") releases the Authority, the City, the Trustee and their respective officers, directors, and employees, from, agrees the Authority, the City, the Trustee, and their respective officers, directors, and employees, shall not be liable for, and indemnifies the Authority, the City, and the Trustee from, all liabilities, damages, fines, penalties, losses, claims, costs, and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the Authority, the City, the Trustee, and their respective officers, directors, and employees, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, installation, equipment and improvement maintenance, operation and use of the Project; (ii) any breach or default on the part of the Indemnifying Party in the performance of any covenant, obligation or agreement of the Indemnifying Party under this Agreement, any contract for the construction of the Project, or other Transaction Document to which the Indemnifying Party is a party, or arising from any act or failure to act by the Indemnifying Party or any of the agents, contractors, servants, employees, or licensees of the Indemnifying Party; (iii) the authorization, issuance, sale, trading, redemption, or servicing of the Series 2025 Bonds, and the provision of any information or certification furnished in connection therewith concerning the Series 2025 Bonds or the Project, by the Developer; (iv) the failure of the Developer to comply with any requirement of this Agreement or any other Transaction Document; (v) any failure of compliance by the Developer with the provisions of the Charter and Codified Ordinances of the City, the Act, or any other applicable provision of law; (vi) any action taken or omitted to be taken by the Authority, the City, or the Trustee pursuant to the terms of this Agreement, the Indenture, any other Transaction Document or any other related instrument or document, or any action taken or omitted to be taken by the Authority, the City, or the Trustee at the written request of or with the written consent of the Developer; (vii) any and all costs reasonably related to and reasonably incurred by the City in connection with the City's efforts or the efforts of any other Person to obtain from the State of Ohio and the County Fiscal Officer any Associated Rollback Payments; (viii) any and all costs reasonably related to and reasonably incurred by the Authority, the City, or the Trustee in connection with its efforts to collect delinquent Service Payments and Minimum Service Payments; and (ix) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), or (ix) above.

(b) The Indemnifying Party agrees to indemnify and hold the Authority, the City, the Trustee, and their respective officers, directors, and employees, harmless from and against all liabilities, damages, fines, penalties, losses, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees incurred by the Authority, the City, the Trustee as a result of the existence on, or release from, the Project, or the Property, of Hazardous Materials which in any way result from any act of omission or commission of Developer, its related entities or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees or tenants or arising out of any federal state or local environmental laws, regulations or ordinances.

The Indemnifying Party further covenants and agrees with the Authority, the City, and the Trustee that neither the Indemnifying Party nor its related entities, nor any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants will store, release, or dispose of, or permit the storage, release, or disposal of any Hazardous Materials at the Project at any time from and after the effective date of this Agreement other than in accordance with applicable federal, state and local law and regulation. In the event that any party to this Agreement receives a notification or clean up requirement under 42 U.S.C. §9601 *et seq*. or other federal, state or local statute, ordinance, or regulation, relating to the Project, that party shall promptly notify the other parties to this Agreement of such receipt, together with a written statement of such party setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of such party's knowledge. On receipt by the Indemnifying Party of any such notification or clean up requirement, the Indemnifying Party shall either proceed with appropriate diligence to comply with such notification or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Indemnifying Party with respect to such notification or clean up requirement. The Indemnifying Party agrees to indemnify and hold the Authority, the City, and the Trustee harmless from and against any and all liabilities, damages, fines, penalties, losses, and all reasonable costs and expenses, including reasonable attorneys' fees, arising out of any federal, state, or local environmental laws, regulations, or ordinances, incurred by the Authority, the City, or the Trustee as a result of any breach of this covenant or as a result of the presence of Hazardous Materials at the Project.

(c) The Indemnifying Party agrees to indemnify and hold the Trustee harmless against all liabilities, damages, fines, penalties, losses, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable legal fees (including the allocated costs and expenses of in-house counsel and legal staff) ("Losses") that may be imposed on, incurred by or asserted against the Trustee for following any instructions or other directions under the Transaction Documents upon which the Trustee is authorized to rely pursuant to the terms of the Indenture, this Agreement, or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, the Indemnifying Party agrees to indemnify and hold the Trustee harmless from and against any and all Losses as a result of action or inaction on the part of the Indemnifying Party that may be imposed on, incurred by, or asserted against, the Trustee in connection with or arising out of Trustee's performance under the Agreement, the Indenture, or any other Transaction Document provided the Trustee, has not acted (or failed to act) with negligence or engaged in willful misconduct.

(d) In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Authority, the City, the Trustee, or any officer, director, or employee of any such entity, in respect of which indemnity may be sought under this Agreement,

the Person seeking indemnity promptly shall give notice of that action or proceeding to the Indemnifying Party, who, upon receipt of that notice, shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Indemnifying Party from any of its obligations under this Section unless, and only to the extent, that failure prejudices the defense of the action or proceeding by the Indemnifying Party. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (a) the employment of such counsel has been specifically authorized by the Indemnifying Party in writing, or (b) the Indemnifying Party has failed to assume the defense and to employ counsel or (c) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Indemnifying Party and such indemnified party shall have been advised by its counsel that there may one or more legal defenses available to it which are different from or additional to those available to the Indemnifying Party, in which case, if the indemnified party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the Indemnifying Party's expense, the Indemnifying Party shall not have the right or obligation to assume the defense of such action on behalf of such indemnified party and the Indemnifying Party shall be responsible for payment of the reasonable fees and expenses of such separate counsel. The Person seeking indemnity agrees to fully cooperate with the Indemnifying Party to the extent such cooperation does not prejudice the position of such indemnified Person and lend the Indemnifying Party such assistance as the Indemnifying Party shall reasonably request in defense of any claim, demand, action or proceeding. The Indemnifying Party shall not, nor shall any indemnified Person, be liable for any settlement made without its consent.

(e) Nothing in this Agreement is meant to release, extinguish, or otherwise alter or interfere with any rights which the Authority, the City, or the Trustee may now or after the date of this Agreement have against the Developer, or any other Person for any environmental liabilities as a result of that Person's former, present, or future ownership, occupancy, or use of, or interest in, any real property included in or in the vicinity of the Project.

(f) The indemnification set forth above is intended to, and shall include, the indemnification of all affected officials, directors, officers, agents, and employees of the Authority, the City, and the Trustee, respectively, and their successors and assigns. That indemnification is intended to, and shall be, enforceable to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Series 2025 Bonds.

(g) Anything herein to the contrary notwithstanding, the Indemnifying Party shall not be required to indemnify any indemnified party to the extent that the Losses of such indemnified party are adjudicated to have resulted from the gross negligence or willful misconduct of such indemnified party, but nothing herein shall excuse the Indemnifying Party from any obligation to defend any indemnified party under this Section 5.2.

Section 5.3. Litigation Notice. The Developer shall give the Authority and the Trustee prompt notice, and the City shall use its best efforts to give the Authority and the Trustee prompt notice, of any action, suit, or proceeding by or against the City, or the Developer, at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the City or the Developer has notice, which, if adversely determined, would materially impair the right or ability of the Authority or the Developer to carry

on the business which is contemplated in connection with the Project, or would materially and adversely affect any of their respective businesses, operations, properties, assets, or condition (financial or otherwise) (an "Action") together with a written statement describing the details of the Action and any actions taken or proposed to be taken by the City or the Developer in response to the Action.

Section 5.4. Assignment by Developer. This Agreement may not be assigned by the Developer, except (i) to an Affiliate or (ii) to the transferee or resulting surviving entity in a transaction permitted by Section 5.5.

Section 5.5. Developer to Maintain Its Existence; Sales of Assets or Mergers. The Developer shall do all things necessary to preserve and keep in full force and effect its existence, rights and franchises. In particular, the Developer agrees that it shall not (a) sell, transfer or otherwise dispose of all, or substantially all, of its assets; (b) consolidate with or merge into any other entity; or (c) permit one or more other entities to consolidate with or merge into it. But the Developer may, any time after the Completion Date, without violating the first sentence of this Section, consolidate with, or merge into, another Person, permit one or more other Persons to consolidate or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and dissolve, only if (a) the surviving, resulting, or transferee Person, whether the Developer or an entity other than the Developer: (i) assumes in writing all of the Developer's obligations under this Agreement and each of the Transaction Documents (including the agreement to pay Supplemental Payments and the continuing disclosure undertaking described herein) to which the Developer is a party and (ii) has a net worth, determined in accordance with generally accepted accounting principles consistently applied, at least equal to that of the Developer prior to dissolution, sale, consolidation, or merger, and (b) that the consolidation, merger, sale, or transfer does not violate or result in the violation of any provision of any document to which the Developer is a party. Upon consummation of a transaction permitted in this Section 5.5, the Developer, if it is not the surviving, resulting, or transferee entity, shall be released from its obligations under this Agreement and the Transaction Documents to which the Developer is a party.

To the extent permitted by law, the Developer agrees, for its benefit and the benefit of its successors and assigns, that it shall not enter into a written undertaking to pay delinquent taxes in installments under law, including but not limited to, Ohio Revised Code Section 323.31, where the effect of such entry would be to preclude the commencement, continuation, or resolution of foreclosure proceedings, or to otherwise delay the payment in full of any and all delinquent taxes, service payments in lieu of taxes, service payments, including the Service Payments, Supplemental Payments, or other governmental charges on the Property.

(End of Article V)

ARTICLE VI

FINANCING PAYMENT ABATEMENT

Section 6.1. Financing Payment Abatement. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Series 2025 Bonds in accordance with the Indenture so that after such payment or defeasance none of the Series 2025 Bonds will be outstanding under the Indenture, then the Authority shall direct the Trustee to cause that redemption or defeasance in accordance with the Indenture. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall in any way abate the payment of Financing Payments.

(End of Article VI)

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall be an Event of Default:

(a) The City shall fail to transfer the Assigned Service Payments or the Supplemental Payments to the Trustee when required in accordance with this Agreement;

(b) Any failure by the Developer, or the Successors to the Developer, to pay Service Payments or Supplemental Payments when required hereunder or under the TIF Declaration;

(c) The City shall fail to observe and perform any other agreement, term, or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice shall have been given to the City by the Authority or the Trustee, or for such longer period as the Authority and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the City institutes curative action within the applicable period and diligently pursues that action to completion;

(d) The City shall: (A) (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make a general assignment for the benefit of creditors outside the ordinary course of business; or (iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property; or (B) file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;

(e) Any representation or warranty made by the City or the Developer in this Agreement or any statement in any report, certificate, financial statement, in the Transaction Documents or any other instrument furnished in connection with this Agreement or with the issuance of the Series 2025 Bonds shall at any time prove to have been false or misleading in any material respect when made or given; or

(f) The Developer shall fail to observe and perform any other agreement, term, or condition contained in this Agreement or any other Transaction Document to which it is a party for a period of 30 days after notice shall have been given to the Developer by the City, the Authority or Trustee, or for such longer period as the City, the Authority and Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Developer institutes curative action within the applicable period and diligently pursues that action to completion.

(g) The Developer shall: (A) (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make a general assignment for the benefit of creditors outside the ordinary course of business; or (iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property; or (B) file a petition or answer seeking reorganization or

arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state

Notwithstanding the foregoing, if, by reason of Force Majeure, the City or Developer is unable to perform or observe any agreement, term, or condition of this Agreement which would give rise to an Event of Default under subsection (c) or (f) above, neither the City nor the Developer shall be deemed in default during the continuance of such inability. The City or the Developer, as applicable, shall promptly give notice to the Trustee and the Authority of the existence of an event of Force Majeure and shall use its best efforts to remove the effects of the event of Force Majeure; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The term Force Majeure shall mean, without limitation, the following: (i) acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction, or accident to facilities, machinery, transmission pipes, or canals; partial or entire failure of utilities; shortages of labor, materials, supplies, or transportation; or (ii) any cause, circumstance or event not reasonably within the control of the City or Developer, as applicable.

The declaration of an Event of Default under subsection (d) or (g) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization proceedings.

Section 7.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting on the part of the Developer, any one or more of the following remedial steps may be taken:

(a) The Trustee may refuse to honor requests and orders from the Authority for the disbursement of funds from the Project Fund under the Indenture;

(b) The Trustee may exercise any or all or any combination of the remedies specified in the Indenture;

(c) The Authority or the Trustee may have access to, inspect, examine and make copies of the books, records, accounts, and financial data of the City and the Developer pertaining to the Service Payments, if any, any other Assigned Service Payments, any amounts required to be paid by the Developer under this Agreement, or the Project;

(d) The City or the Authority, on behalf of the City, may pursue all remedies available to them under the this Agreement; or

(e) The City, the Authority or the Trustee may pursue all remedies now or after the date of this Agreement existing at law or in equity to collect all amounts then due and to become

due under this Agreement to enforce the performance and observance of any other obligation or agreement of the Developer under the Transaction Documents.

Upon any Event of Default by the City hereunder, the Authority or the Trustee may pursue all remedies now or after the date of this Agreement existing at law or in equity to collect all amounts then due and to become due from the City under the this Agreement or to enforce the performance and observance of any other obligation or agreement of the City hereunder or thereunder, it being understood and agreed that the obligations of the City are those established under this Agreement and, so long as it shall have complied with its obligations under this Agreement and shall have timely transferred the Assigned Service Payments and the Supplemental Payments to the Trustee in accordance with the terms of this Agreement, including without limitation, Section 4.1, no additional duties shall be imputed to it hereunder.

Notwithstanding the foregoing, neither the City, the Trustee, nor the Authority shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the City, the Authority, or the Trustee at no cost or expense to the City, the Authority, or the Trustee. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Indenture.

In no event shall the City, the Trustee, or the Authority be liable for indirect, consequential, or punitive damages, lost profits, or pre-judgement interest.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Authority or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or after the date of this Agreement existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver of that right or power, but any right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default by the Developer occurs and the Authority, the City, or the Trustee incurs expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the Developer or the collection of sums due from the Developer under this Agreement, the Developer shall reimburse the Authority, the City, and the Trustee, as applicable, for the reasonable expenses so incurred upon demand in the manner provided for Administrative Amounts. If any such expenses are not so reimbursed, the amount of the expenses, together with interest on that amount from the date of demand for payment at the Interest Rate for Advances, to the extent permitted by law, shall constitute indebtedness secured by this Agreement and in any action brought to collect that indebtedness or to enforce this Agreement, the Authority, the City, or the Trustee, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or judicial order or decision entered in such proceedings.

Section 7.5. No Waiver. No failure by the Authority or the Trustee to insist upon the strict performance by the City or the Developer of any provision of this Agreement shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the City or the Developer to observe or comply with any provision of this Agreement.

Section 7.6. Notice of Default. The City and the Developer shall notify the Trustee and the Authority promptly if either of them becomes aware of the occurrence of any Event of Default under this Agreement or of any fact, condition, or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the Closing Date (i) until the payment in full of the Service Payments or (ii) such time as all sums payable under this Agreement shall have been paid (except for obligations of the Developer under Section 5.2 of this Agreement, and the obligations of the Developer under Sections 2.5 and 7.4 of this Agreement, which shall survive any termination of this Agreement), whichever shall come earlier. Notwithstanding the foregoing, provided that the Series 2025 Bonds shall no longer be outstanding and all other sums under this Agreement have been paid, the City and Authority, may by written instrument agree to terminate this Agreement except for Sections 2.5, 5.2 and 7.4 of this Agreement, provided that the Authority and the City shall have complied with the provisions of Section 8.5 of this Agreement.

Section 8.2. Notices. All notices, certificates, requests, or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address; provided, however, that any notice to the Trustee shall not be deemed to be given until received by it. A duplicate copy of each notice, certificate, request, or other communication given under this Agreement to any of the Cooperative Parties shall also be given to each of the others, provided that the City shall provide to the Trustee any notice it receives pursuant to the Transaction Documents promptly, but in any event not later than ten (10) Business Days after the City's receipt. Any of the Cooperative Parties, by notice given under this Section, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates, or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing. Except as otherwise provided in this Agreement, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Authority and the City contained in this Agreement and any other Transaction Documents to which they are a party shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Authority, the Developer, the City, the Legislative Authority, or the Council of the City, in other than his or her official capacity.

Section 8.4. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms upon, the Authority, the City, the Developer, the Trustee, and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the City and the respective interests of the Authority under this Agreement may not

be assigned by the Authority except by the Authority to Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees, and others who may, by law, stand in their respective places.

Section 8.5. Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Series 2025 Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered, or terminated except with the express written consent of all parties to this Agreement. Any attempt to amend, change, modify, alter, or terminate this Agreement except as provided in this Section 8.5 shall be void.

Section 8.6. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts (including electronically executed or transmitted counterparts), each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8.7. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8. Extent of Obligation.

(a) The obligations of the Authority under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Authority under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Authority, and neither the City, the Developer, the Trustee, or any other party shall have any right to have taxes levied by the Authority for the payment of its obligations under this Agreement.

(b) The obligations of the City under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the City under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Authority, the Developer, the Trustee, or any other party shall have any right to have taxes levied by the City for the payment of its obligations under this Agreement. The Cooperative Parties acknowledge that the obligations of the City hereunder are to receive and pay over monies as provided herein. The City has no monetary obligations under this Agreement or the Bonds, or for a breach or default hereunder or thereunder, except from Assigned Service Payments or Supplemental Payments received by the City. The City shall not be required to expend its own funds to perform any obligations hereunder.

Section 8.9. Continuing Disclosure. The Developer agrees to provide to the Authority such information at the request of Authority as shall be sufficient to enable the Authority to comply with its continuing disclosure obligations under the Indenture, if any, or any continuing disclosure agreement entered into by the Developer and the Authority relating to the Series 2025 Bonds or any portion thereof. The obligation of the Developer to provide continuing disclosure shall be binding upon the Developer and its successors and assigns for so long as the Series 2025 Bonds are outstanding.

The City agrees to provide the Administrator and the Authority such information regarding the Assigned Service Payments as the Administrator or the Authority may request to assist the Authority with fulfilling any continuing disclosure obligations for the Series 2025 Bonds.

Section 8.10. Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Series 2025 Bonds is intended or shall be construed to give to any Person other than the Cooperative Parties and the Holders of the Series 2025 Bonds any legal or equitable right, remedy, power, or claim under or with respect to this Agreement or any covenants, agreements, conditions, and provisions contained in this Agreement. This Agreement and all of those covenants, agreements, conditions, and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties and the Holders of the Series 2025 Bonds, as provided in this Agreement.

Section 8.11. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State (without regard to rules or principles of conflict or choice of law).

(End of Article VIII)

IN WITNESS WHEREOF, the parties have each caused this Tax Increment Financing Cooperative Agreement to be duly executed in their respective names, all as of the date first written above.

Approved as to form:

CITY OF NEW CARLISLE, OHIO

_____
Law Director

By: _____
Donald R. Hall III, City Manager

CITY'S FISCAL OFFICER CERTIFICATE

The undersigned, fiscal officer of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2025 under the foregoing Agreement ($0.00) have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2025

_____
Finance Director
City of New Carlisle,
Clark County, Ohio

IN WITNESS WHEREOF, the parties have each caused this Tax Increment Financing Cooperative Agreement to be duly executed in their respective names, all as of the date first written above.

WEST CENTRAL OHIO PORT AUTHORITY

By: _____
Louis Agresta, Secretary-Treasurer

AUTHORITY FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the West Central Ohio Port Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Directors of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____

Louis Agresta, Secretary-Treasurer
West Central Ohio Port Authority

Dated: _____, 2025

IN WITNESS WHEREOF, the parties have each caused this Tax Increment Financing Cooperative Agreement to be duly executed in their respective names, all as of the date first written above.

D.R. HORTON, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have each caused this Tax Increment Financing Cooperative Agreement to be duly executed in their respective names, all as of the date first written above.

THE HUNTINGTON NATIONAL BANK, as Trustee

By: _____
Vice President

EXHIBIT A

PROPERTY

The Property consist of the parcels of real property listed below by Clark County Auditor tax parcel identification number, all located within the municipal corporate boundaries of the City:

[TO BE INSERTED]

EXHIBIT B

PROJECT DESCRIPTION

The Project will include the purchase and sale of public infrastructure improvements to support a single-family residential housing development constructed on the Property by D.R. Horton, Inc., set forth below:

- [INSERT LIST OF PUBLIC INFRASTRUCTURE IMPROVEMENTS]

EXHIBIT C

SCHEDULE OF FINANCING PAYMENTS

Date	Principal	Interest	Total Debt Service	Trustee Fees	Port Authority Annual Fee	Capitalized Interest & Expense Fund	Total Financing Payment Due

EXHIBIT D

SCHEDULE OF MINIMUM SERVICE PAYMENTS

Tax Collection Year	Minimum Service Payment

A = Supplemental Payment
B = Minimum Service Payment
C = Minimum Service Payment Credit

The Minimum Service Payment Credit means those amounts estimated by the Administrator to be available to reduce the Minimum Service Payment and comprised of: (i) the estimated Assigned Service Payments to be paid and transferred to the Trustee in the succeeding year, if any, (ii) the amounts on deposit in the Series 2025 Capitalized Interest Account, and (iii) certain other amounts if available for the payment of Debt Service Charges, including amounts held by the Trustee in the Project Fund, all as estimated and determined by the Administrator from time to time.

The Administrator's estimate of the amount of Minimum Service Payments Credits with respect to any tax collection year shall be based on the most recent available (i) tax valuation; (ii) tax millage rates; and (iii) property tax payment history for the Parcels comprising the Site (as defined herein).

The annual Supplemental Payment charged against the Site shall be calculated pursuant to the formula below:

A = B – C

The Supplemental Payment payable in any tax collection year shall be allocated among the Parcels comprising the site as follows:

In any tax collection year during which the Supplemental Payment is an amount greater than zero dollars ($0.00), each Owner of a Deficient Parcel shall pay an amount equal to the product of (i) the Supplemental Payment, multiplied by (ii) the Parcel Deficiency for the Applicable Parcel divided by the Aggregate Deficiency.

"Aggregate Deficiency" shall mean, for purposes of allocating Supplemental Payments in any tax year, the sum of all Parcel Deficiencies.

"Assessed Value of a Parcel" shall mean, for purposes of allocating Supplemental Payments in any tax year, an amount equal to the assessed value of the Improvement to such Parcel by the County Auditor as of January 1 of the immediately preceding tax year.

"County Auditor" shall mean the County Auditor of Clark County, Ohio.

"Deficient Parcel" shall mean, with respect to any collection year, a Parcel with an Assessed Value less than the Target Value as of January 1 of the immediately preceding tax year as determined by the County Auditor.

"Effective Tax Rate" shall mean, for purposes of allocating Supplemental Payments in any tax collection year, an amount equal to the effective tax rate applicable to the Parcels as determined by the County Auditor with respect to the immediately preceding tax year.

"Parcel Deficiency" shall mean, for purposes of allocating Supplemental Payments in a tax collection year, the amount by which the Target Value exceeds the Assessed Value of a Deficient Parcel as of January 1 of the immediately preceding tax year.

"Target Value" shall mean an amount equal to the quotient of (i) the Minimum Service Payment multiplied by one thousand, divided by (ii) the Effective Tax Rate multiplied by the number of Parcels.

EXHIBIT E

TIF DECLARATION

DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS AND OTHER MATTERS

NEW CARLISLE HONEY CREEK TIF – PARCEL NUMBER [___]

THIS DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS AND OTHER MATTERS (this "Declaration") is made and executed as of [___], 2025 by D.R. Horton, Inc. (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of a certain parcel of real property located in the City of New Carlisle, Ohio (the "City"), a description of which real property is attached hereto as **Exhibit A** and incorporated herein by this reference (the "Site") (with each part of such real property as now or hereafter configured, including without limitation future air-rights parcels, also being referred to as a "Parcel"); and

WHEREAS, the City, by its Ordinance No. 2023-34 passed July 17, 2023 (the "TIF Ordinance"), has created ten Incentive Districts, as defined in Ohio Revised Code ("R.C.") Section 5709.40 (the "Incentive Districts" and each an "Incentive District"), and declared that one hundred percent (100%) of the increase in the assessed value of the land identified on **Exhibit A** attached to the TIF Ordinance and each Parcel subdivided or consolidated therefrom subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the "Improvement," as further defined in R.C. Section 5709.40 and the TIF Ordinance) is a public purpose and is exempt from ad valorem real property taxation (such exemption referred to herein as the "TIF Exemption") commencing for each Incentive District (as such term is defined in R.C. Section 5709.40(A)(5)) with the first tax year in which at least $2,000,000 (aggregate market value for all Parcels within the Incentive District) of building Improvements would first appear on the tax list and duplicate of real and public utility property were it not for the TIF Exemption, and ending on the earlier of (A) thirty (30) years after such commencement or (B) the date on which the City can no longer require service payments in lieu of taxes (the "TIF Expiration Year"), all in accordance

with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes") and the TIF Ordinance; and

WHEREAS, the City has determined that it is necessary to cause to be constructed certain public infrastructure improvements specified in the TIF Ordinance (the "Public Infrastructure Improvements"), which the Declarant agrees will directly benefit the Parcel; and

WHEREAS, the City has determined and the Declarant has agreed that it is necessary and appropriate and in the best interests of the City and the Declarant to provide, except as otherwise expressly specified herein, for each current and future owner of a Parcel comprising all or a portion of the Site (each, an "Owner") to make service payments in lieu of taxes with respect to that Parcel pursuant to R.C. Section 5709.42 (the "Service Payments"), pursuant to and in accordance with the TIF Statutes, the TIF Ordinance, and that certain Tax Increment Finance and Cooperative Agreement (the "Cooperative Agreement"), to be entered into by and among the West Central Ohio Port Authority (the "Port Authority"), the City, the Declarant, and The Huntington National Bank, as trustee (the "Trustee"); and

WHEREAS, the City has further determined and the Declarant has further agreed in the Cooperative Agreement that the Declarant, as Owner of the Site, and each subsequent Owner of a Parcel, shall be required to make certain payments (the "Supplemental Payments"), which are "minimum service payment obligations" pursuant to R.C. Section 5709.91, pursuant to a formula specified for the Site, which schedule of maximum Minimum Service Payments and formula for the calculation of the Supplemental Payments is attached hereto as **Exhibit B**; and

WHEREAS, the Port Authority has authorized and intends to finance a portion of the costs of the Public Infrastructure Improvements by issuing its Tax-Exempt Development Revenue Bonds, Series 2025 (Reserve at Honey Creek Phase I Project) (the "Bonds"), and in connection with such issuance will enter into the Cooperative Agreement pursuant to which the City will assign to the Port Authority the Service Payments and the Supplemental Payments received with respect to the Site for the purposes described in the Cooperative Agreement; and

WHEREAS, the Declarant agrees that the Service Payments and the Supplemental Payments are necessary to ensure there are sufficient funds to permit the Port Authority (i) to pay principal of and interest on the Bonds and administrative expenses of the Port Authority and the City, and (ii) to use the Service Payments and Supplemental Payments otherwise as specified in the Cooperative Agreement and the documents specified therein; and

WHEREAS, pursuant to the Cooperative Agreement (which, upon its execution by the parties thereto, will be on deposit with the Port Authority and can be obtained by interested parties

at the Port Authority's address set forth herein), the Port Authority will issue the Bonds and the City will assign to the Port Authority the Service Payments and Supplemental Payments to secure the payment of debt service and administrative expenses on the Bonds; and

WHEREAS, this Declaration is being made and filed of record pursuant to Section 2.5(f) of the Cooperative Agreement; and

NOW, THEREFORE, the Declarant, for itself as Owner, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that the Site and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Declaration, unless the context or use clearly indicates another or different meaning or intent, the defined terms in this Declaration shall have the meaning specified in the TIF Statutes.

"Administrator" means the administrator appointed by the Port Authority from time to time, initially Incentive Review Group, LLC, an Ohio limited liability company.

"Assigned Service Payments" means the Service Payments actually received by the City from the County Treasurer, less the TLSD Payments and SCCTC Payments, which amounts are assigned to the Port Authority under Section 2.5(b) of the Cooperative Agreement, for further assignment to the Trustee under the Indenture, which shall be paid and transferred by the City to the Trustee for application in accordance with the Indenture.

"Bond Service Payment Period" means the period commencing on November 16 of a year and ending November 15 of the following year, commencing with the period from the Closing Date through November 15, 20[__].

"Indenture" means the Trust Indenture that will be executed by and between the Authority and the Trustee relating to the issuance of the Series 2025 Bonds.

"Minimum Service Payment Credit" means those credits available to the Owner against the obligation to pay the Minimum Service Payments as a result of: (i) the payment and transfer to the Trustee of the Assigned Service Payments, if any, (ii) the deposit and application of capitalized interest amounts, or (iii) certain other amounts if available, all as estimated and determined by the Administrator from time to time.

"Project Fund" means the Project Fund as will be defined in the Indenture.

"SCCTC" means the Springfield-Clark Career Technology Center and the Board of Education thereof and any successor thereto.

"SCCTC Payments" means the portion of the Service Payments to be paid directly to SCCTC by the City or the County, in accordance with the TIF Ordinance.

"Supplemental Payments" means the payments required to be paid each Bond Service Payment Period, which amounts are generally equal to the Minimum Service Payments for the applicable period less the relevant Minimum Payment Credits, and which amounts are to be paid by the Owners of the Property to the Trustee, but includes any such amounts paid to the County Treasurer for such purpose and paid over by the County Treasurer to the City and thereafter transferred by the City to the Trustee. Supplemental Payments shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11.

"TLSD" means the Tecumseh Local School District and the Board of Education thereof and any successor thereto.

"TLSD Payments" means the portion of the Service Payments to be paid directly to TLSD by the City or the County, in accordance with the TIF Ordinance.

Section 2. Covenant to Make Service Payments. Except as otherwise expressly specified herein, the Owner shall be responsible to make Service Payments for each Parcel it owns attributable to its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and any subsequent amendments or supplements thereto. Service Payments for each Parcel will be made semi-annually to the County Treasurer of Clark County, Ohio (the "County Treasurer") (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for that Parcel and will be in the same amount as the real property taxes that would have been charged and payable against the Improvements to that Parcel had the TIF Exemption not been granted, including any penalties and interest. Any late payments will bear penalties and interest at the then-current rate established under R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

Pursuant to R.C. Section 5709.42, each Owner's obligation to make the Service Payments shall be and is unconditional, and shall not and cannot be terminated for any cause, and each Owner shall have no right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction or damage to each Parcel or the structures on each Parcel, commercial frustration of purpose, or any failure by the City or the Port Authority to perform or observe any obligation or covenant, whether

express or implied, arising out of or in connection with the TIF Ordinance or the Cooperative Agreement. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to the Improvement to a Parcel, whether pursuant to R.C. Section 5709.42, the TIF Ordinance or this Declaration. Pursuant to the TIF Ordinance, the City's ten accounts, one for each Incentive District in the New Carlisle Municipal Public Improvement Tax Increment Equivalent Fund established pursuant to Ordinance No. 2023-34 (collectively, the "TIF Funds"), will receive all Service Payments made with respect to the Improvement to each Parcel.

Section 3. Covenant to Make Supplemental Payments. Declarant, on behalf of itself as an Owner and each successive Owner, further declares that each Owner will make Supplemental Payments when due under this Declaration (equal to the Minimum Service Payments less the applicable Minimum Service Payment Credit, if any), as determined annually (and thereafter adjusted as circumstances require) by the Administrator, for deposit and application in accordance with the Cooperative Agreement. Declarant, on behalf of itself as an Owner and each successive Owner, covenants and agrees that each Owner shall make each Supplemental Payment promptly, and in any event prior to the tax payment date established by the County Treasurer (such date being referred to as the "Tax Collection Date"). Each Supplemental Payment shall be paid by each Owner to the County Treasurer, if such Supplemental Payment is included on the Owner's property tax bill for collection, or to the Trustee at the following address, or at such other address as the Port Authority shall designate each Owner in writing:

The Huntington National Bank
525 Vine Street, 14 Floor
Cincinnati, Ohio 45202
Attention: [___], Vice President

Upon the collection of Supplemental Payments attributable to all dates prior to the last day of the TIF Expiration Year, the obligations to make Minimum Service Payments shall terminate automatically and without further action by the Declarant or any other of the record Owners of a Parcel. The obligation to make Minimum Service Payments shall terminate upon maturity, redemption, or prepayment of the Bonds and any bonds issued to refund, or deemed to be issued to refund, the Bonds.

Notwithstanding anything to the contrary in this Declaration and/or the TIF Ordinance, the obligation of the Declarant to make Minimum Service Payments terminates once the Declarant transfers title to all of the Parcels to subsequent Owners. The obligation to make all Service Payments and Supplemental Payments shall transfer to each subsequent Owner of a Parcel upon the transfer of title of such Parcel to such subsequent Owner.

Section 4. Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments and Supplemental Payments, if any, it is required to pay hereunder, such amount as is required to reimburse the City or the Authority for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City or the Authority to enforce the provisions of this Declaration against that Owner.

Section 5. Exemption Applications. No Additional Exemptions. The Declarant shall prepare and provide, or cause the preparation and provision of, all necessary documents required by the City to file and obtain the exemption from real property taxation authorized by the TIF Statutes and the TIF Ordinance and to enable the City to collect the Service Payments in a timely manner.

During the period of the TIF Exemption, except with the prior written consent of the City and the Port Authority, there will be no use or other property tax exemption sought with respect to any Parcel.

Section 6. Provision of Information. The Declarant agrees, and each Owner acknowledges its responsibility under R.C. Section 5709.85(C)(2), to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of the TIF Exemption the compliance of the Declarant with the terms of the TIF Ordinance and the TIF Statutes. The Declarant further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the City to enable the City to submit the status report required by R.C. Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 7. Reduction in Assessed Value. While the TIF Exemption is in effect, the Declarant shall not contest or challenge the assessed value of any Parcel without the prior written consent of the City and the Port Authority. The forgoing agreement of the Declarant shall not prevent any subsequent Owner, other than the Declarant, from contesting or challenging the assessed value of any Parcel without the prior written consent of the City and the Port Authority.

Section 8. Bond-Related Costs. In the event of a breach of the Cooperative Agreement by Declarant that causes the interest rate of the Bonds to increase or that causes the Port Authority to issue new bonds to redeem the Bonds, any increased debt service payments shall be collected through the imposition of R.C. Section 5709.91 minimum service payment obligations with respect to Parcels then owned by the Declarant, if any, either in the form of increased Minimum Service Payments (if the Bonds remain outstanding) or new minimum service payment obligations (if the Port Authority issues new bonds to redeem Bonds).

Section 9. Covenants to Run with the Land. The Declarant agrees on behalf of itself as an Owner that the covenants contained in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, the Port Authority and the Trustee (each a "Beneficiary") against each Parcel, any improvements thereon and the Owner of each Parcel, without regard to whether any Beneficiary has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. Each Beneficiary has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it or any other Beneficiary of that covenant may be entitled to cure that breach.

The Declarant further agrees, on behalf of itself as an Owner and each successive Owner, that all covenants herein, whether or not these covenants are included by any Owner of a Parcel in any deed to that Owner's successors and assigns, shall be binding upon each subsequent Owner and shall be enforceable by each Beneficiary, and that any future Owner of that Parcel shall be treated as the Declarant and Owner with respect to that Parcel for all purposes of this Declaration.

The covenants herein will remain in effect so long as the Service Payments and the Minimum Service Payments can be collected pursuant to the TIF Statutes, the TIF Ordinance and the Cooperative Agreement unless otherwise modified or released in writing by the City in a written instrument filed in the official records of Clark County, Ohio.

The covenants herein have priority over all obligations arising from ground leases, other leases, mortgages, trust indentures, bond indentures and other debt instruments, and any other lien or encumbrance on any Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City and the Port Authority, and the Declarant will, upon the request of the City and the Port Authority, cause any and all holders of mortgages or other liens existing on each Parcel it owns as of the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land. The Declarant intends and the Owners agree that this Declaration shall not be deemed to be an executory contract terminable in bankruptcy proceedings under Title 11 of the United States Code. Each Owner acknowledges that the provisions of R.C. Section 5709.91, which specify that Service Payments and minimum service payment obligations such as the Minimum Service Payments, will be treated in the same manner as taxes for all purposes of the lien described in R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments and the Minimum Service Payments, apply to the Parcels and any improvements thereon.

At the Port Authority's option and at its request, the Owner hereby agrees to provide, and the Declarant hereby agrees to pay the costs of, such title evidence with respect to the Parcel it owns as is necessary to demonstrate to the Port Authority's satisfaction that the covenants running with the land provided in this Declaration are prior and superior to any other liens, encumbrances or other title exceptions, except for those which are approved in writing by the Port Authority.

Section 10. Non-discrimination. In accordance with R.C. Section 5709.832, the Declarant agrees that it will not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry. In addition, the Declarant agrees that it shall not deny any individual employment based on considerations of sexual orientation, gender identity and expression, age, or veteran status. During the period of the design and construction of the improvements to the Site, upon the request of the City, not more frequently than quarterly during the construction period, Declarant shall provide a supplier utilization report in a form provided by the City Manager.

Section 11. Third-Party Beneficiaries. This Declaration shall inure to the benefit of, and be enforceable by the City, the Port Authority, and the Trustee.

Section 12. Defeasance. Without in any manner altering the covenants contained herein, the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be partially released to the extent of Service Payments and Minimum Service Payments actually paid for any Parcel, and upon payment of all Service Payments and Minimum Service Payments attributable to dates prior to the last day of the TIF Expiration Year or the payment in full of the Bonds (or any other obligations issued to refund the Bonds), then the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be void, otherwise it shall remain in full force and effect.

Section 13. Estoppel Certificate. The City, upon written request of the Owner, shall issue within ten (10) days after receipt of such request, to the requesting Owner, or its prospective mortgagee or successor, an estoppel certificate stating to the party's actual knowledge as of such date: (a) whether there exist any defaults under this Declaration, specifying the nature thereof in reasonable detail; (b) whether this Declaration has been modified or amended in any way and if so, then stating the nature thereof in reasonable detail; and (c) whether this Declaration is in full force and effect. At Owner's option, any such estoppel certificate shall be in recordable form, and the recipient thereof may, at no cost to the City, cause the same to be recorded in the real estate records of Clark County, Ohio.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF**,** the Declarant has caused this Declaration to be executed and effective as of the date first set forth above.

DECLARANT:

D.R. HORTON, INC.

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation. The notarial act certified hereby is an acknowledgment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

This instrument prepared by:
Jason Tiemeier, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

PARCELS SUBJECT TO TIF DECLARATION

The real property comprising the Site, which is owned by D.R. Horton, Inc., and consisting of approximately [___] acres, and being all or part of the following Clark County Auditor Parcel ID No. [___], is depicted on the drawing below and is described on the pages following:

[INSERT MAP/DRAWING]

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

SCHEDULE OF MAXIMUM MINIMUM SERVICE PAYMENTS

Tax Collection Year	Maximum Minimum Service Payment

A = Supplemental Payment
B = Minimum Service Payment
C = Minimum Service Payment Credit

The Minimum Service Payment Credit means those amounts estimated by the Administrator to be available to reduce the Minimum Service Payment and comprised of: (i) the estimated Assigned Service Payments to be paid and transferred to the Trustee in the succeeding year, if any, (ii) the amounts on deposit in the Series 2025 Capitalized Interest Account, and (iii) certain other amounts if available for the payment of Debt Service Charges, including amounts held by the Trustee in the Project Fund, all as estimated and determined by the Administrator from time to time.

The Administrator's estimate of the amount of Minimum Service Payments Credits with respect to any tax collection year shall be based on the most recent available (i) tax valuation; (ii) tax millage rates; and (iii) property tax payment history for the Parcels comprising the Site (as defined herein).

The annual Supplemental Payment charged against the Site shall be calculated pursuant to the formula below:

$$\mathbf{A = B - C}$$

The Supplemental Payment payable in any tax collection year shall be allocated among the Parcels comprising the site as follows:

In any tax collection year during which the Supplemental Payment is an amount greater than zero dollars ($0.00), each Owner of a Deficient Parcel shall pay an amount equal to the product of (i) the Supplemental Payment, multiplied by (ii) the Parcel Deficiency for the Applicable Parcel divided by the Aggregate Deficiency.

"Aggregate Deficiency" shall mean, for purposes of allocating Supplemental Payments in any tax year, the sum of all Parcel Deficiencies.

"Assessed Value of a Parcel" shall mean, for purposes of allocating Supplemental Payments in any tax year, an amount equal to the assessed value of the Improvement to such Parcel by the County Auditor as of January 1 of the immediately preceding tax year.

"County Auditor" shall mean the County Auditor of Clark County, Ohio.

"Deficient Parcel" shall mean, with respect to any collection year, a Parcel with an Assessed Value less than the Target Value as of January 1 of the immediately preceding tax year as determined by the County Auditor.

"Effective Tax Rate" shall mean, for purposes of determining the Target Value and allocating Supplemental Payments in any tax collection year, an amount equal to (i) the effective residential millage rate, less (ii) (A) the effective TLSD residential millage rate, (B) the effective SCCTC residential millage rate, and (C) the aggregate effective residential millage rate described in R.C. Section 5709.40(F), each as applicable to the Parcels as determined by the County Auditor, with respect to the immediately preceding tax year.

"Parcel Deficiency" shall mean, for purposes of allocating Supplemental Payments in a tax collection year, the amount by which the Target Value exceeds the Assessed Value of a Deficient Parcel as of January 1 of the immediately preceding tax year.

"Target Value" shall mean an amount equal to the quotient of (i) the Minimum Service Payment multiplied by one thousand, divided by (ii) the Effective Tax Rate multiplied by the number of Parcels.

TAX INCREMENT FINANCING AGREEMENT
(RESERVE AT HONEY CREEK PROJECT)

This Tax Increment Financing Agreement (the "Agreement"), made and entered into as of this day of May __, 2025, by and between the CITY OF NEW CARLISLE, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio (the "State") and its Charter, and D.R. HORTON, INC., a Delaware corporation (the "Developer").

WITNESSETH:

WHEREAS, City Council, by its Ordinance No. 2023-34, passed July 17, 2023, attached as Exhibit A (the "TIF Ordinance"), has formed a series of ten (10) tax increment financing incentive districts known as the "Honey Creek Incentive Districts" being comprised of Honey Creek Incentive Districts '#1' through '#10' (each an "Incentive District" and collectively, the "Incentive Districts") in accordance with Ohio Revised Code ("ORC") Section 5709.40(C), and

WHEREAS, the City Council by the TIF Ordinance has declared that one-hundred percent (100%) of the increase in the assessed value of each parcel of real property located within each Incentive District (each individually, as now or hereafter configured, a "Parcel" and collectively the "Parcels") subsequent to the effective date of the TIF Ordinance (such increase, as further defined in O.R.C. Section 5709.40(A)(4) and the TIF Ordinance, is hereinafter referred to as the "Improvement") is a public purpose and is exempt from taxation for a period commencing, with respect to each Incentive District, on the first tax year following the effective date of the TIF Ordinance for which Improvements attributable to the construction of one or more structures collectively totaling at least $2,000,000 (aggregate market value for all Parcels within the Incentive District) first appear on the tax list and duplicate of real and public utility property within the boundaries of each Incentive District (with respect to each individual Incentive District, a "Commencement Date"), and ending on the earlier of (a) thirty (30) years after such Commencement Date, or (b) the date on which the Public Infrastructure Improvements (as defined hereinafter) have been paid in full and the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.741, 5709.42, 5709.43, 5709.82, and 5709.83 and the TIF Ordinance (the "TIF Exemption"); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to require the current owners of each Parcel and any future owners of each Parcel (each such owner referred to herein individually as an "Owner" and collectively as the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Clark County Treasurer, which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements (defined hereinafter), all pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.41, 5709.42, 5709.43, 5709.82, and 5709.83 (collectively, the "TIF Statutes") and the TIF Ordinance; and

WHEREAS, the City Council pursuant to the TIF Ordinance has provided for the distribution of the applicable portion of the Service Payments to the Boards of Education of the Tecumseh Local School District (the "School District") and the Springfield-Clark Career

Technology Center (the "JVSD"), has established the New Carlisle Public Improvement Tax Increment Equivalent Fund as specified in the TIF Ordinance (with such accounts therein established by the TIF Ordinance, collectively, the "Fund") for the deposit of the remainder of such Service Payments, and has specified public infrastructure improvements made or to be made that benefit or serve the Parcels and as described in ORC Section 5709.40 (the "Public Infrastructure Improvements"), all pursuant to and in accordance with the TIF Statutes; and

WHEREAS, the Developer is the current owner of the Parcels and intends to cause the construction of approximately 360 single-family homes upon the Parcels (collectively, the "Project"), and has commenced construction of certain of the Public Infrastructure Improvements, which Public Infrastructure Improvements will benefit and serve the Parcels; and

WHEREAS, along with the Public Infrastructure Improvements initiated by the Developer, the City has requested that that the Developer construct, and the Developer has agreed to construct, additional specified Public Infrastructure Improvements that will benefit and serve the Parcels, including improvements to Mill Road and public surface parking facilities (the "Mill Road Public Infrastructure Improvements") as are described and depicted in Exhibit B; and

WHEREAS, the acquisition of a portion of the Public Infrastructure Improvements will be financed through the issuance by the West Central Ohio Port Authority (the "Port Authority") of its Tax-Exempt Development Revenue Bonds, Series 2025 (Reserve at Honey Creek) (the "Bonds"), which Bonds will be secured by a Trust Indenture between the Port Authority and The Huntington National Bank, as Trustee (the "Trustee"), dated as of May 1, 2025 (the "Trust Indenture"); and

WHEREAS, pursuant to a Tax Increment Finance and Cooperative Agreement dated as of May __, 2025, among the Developer, the City, the Trustee and the Port Authority (the "Cooperative Agreement"), the City has agreed to assign and transfer a portion of the Service Payments to the Trustee, as assignee of the Port Authority, to pay debt service and administrative expenses of the Bonds;

WHEREAS, to the extent Service Payments are available for such purposes and no longer required to satisfy any obligation to the School District, the JVSD, the Port Authority, or the Trustee as assignee of the Port Authority, the City intends to reimburse the Developer for a portion of the costs to construct the Public Infrastructure Improvements in the maximum amounts shown on Exhibit C attached hereto, other than the costs of such Public Infrastructure Improvements paid for or purchased with proceeds of the Bonds; and

WHEREAS, City Council authorized the execution and delivery of this Agreement by Ordinance No. _____, passed May __, 2025;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Public Infrastructure Improvements. The Developer will be solely responsible for the acquisition and construction of the Public Infrastructure Improvements. The Developer or its assignee will enter into all design and construction contracts in its own name and not in the name of the City. The Developer will be responsible for complying with any applicable

requirements of Chapter 4115 of the Ohio Revised Code with respect to the construction of the Public Infrastructure Improvements. The Developer shall comply with all applicable laws of the State of Ohio and the City for the acquisition and construction of the Public Infrastructure Improvements, including without limitation all warranty, bonding and insurance requirements required by City Code. The Developer will complete the Mill Road Public Infrastructure Improvements pursuant to City approved plans and specifications no later than _____, 202_.

Section 2. Application of Service Payments. The Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City by the TIF Ordinance and all funds transferred to the City by the Trustee in accordance with the Cooperative Agreement. Money deposited in the Fund each calendar year will be used in the following order of priority: (i) payment of amounts required to be paid to the School District and JVSD pursuant to the TIF Ordinance and (ii) payment to the Port Authority or the Trustee required under the Cooperative Agreement for the purpose of paying debt service or administrative costs of the Bonds; (iii) upon the satisfaction of the conditions in Section 4, fifty percent (50%) of on deposit in the Fund (the "Available Amounts") will be used to pay the Reimbursement Obligation to the Developer. All other amounts in the Fund are available to be used at the City's discretion. Payments required hereunder shall be made to the Developer no later than December 15 of each calendar year.

Section 3. Reimbursement Obligation. This Agreement evidences the City's obligation to reimburse the Developer an amount equal to the Developer's costs as approved by the Finance Director pursuant to Section 4 (the "Reimbursement Obligation"). The Reimbursement Obligation is a special obligation of the City, payable solely from and secured only by money deposited in the Fund or returned to the City by the Trustee, and payable without the necessity of annual appropriation of money in the Fund for such payment.

The Reimbursement Obligation shall be only paid by the City from moneys actually received by the City and deposited into the Fund or returned to the City by the Trustee that constitute Available Amounts. Until the Reimbursement Obligation is paid in full, City Council shall not amend, modify or repeal the TIF Ordinance, the Cooperative Agreement, or the Trust Indenture in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the Fund or accepted from the Trustee except as approved by the Developer in writing or required by law. Until the Reimbursement Obligation is paid in full, the City shall not transfer, encumber, spend or use any monies on deposit in the Fund or returned to the City from the Trustee other than as provided in this Agreement unless this Agreement is amended as provided herein. Without limiting the availability of enforcement by mandamus of other obligations of the City under this Agreement, all of the obligations of the City under Section 2 and Section 3 are established as duties specifically enjoined by law and resulting from an office, trust or station upon the City within the meaning of Ohio Revised Code Section 2731.01, and are enforceable by mandamus.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation. In the event that upon the later of the receipt of the final Service

Payment to be paid under the TIF Ordinance or the receipt of the final funds to be returned to the City by the Trustee and after its application in accordance with the terms of this Agreement, a balance remains on the Reimbursement Obligation, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

Section 4. Conditions Precedent to Reimbursement of Developer. The City's obligation to make payments to the Developer under Section 3 commence when all of the following conditions have been met for the Public Infrastructure Improvements:

(a) The Developer shall have completed construction of the Mill Road Public Infrastructure Improvements as described in Exhibit B in compliance with all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, and ordinances.

(b) For costs of the Public Infrastructure Improvements, a certification to the City that Public Infrastructure Improvements the costs of which shall be reimbursed to the Developer have been completed and the total costs of such Public Infrastructure Improvements signed by an authorized officer of the Developer, together with such evidence reasonably required by the Finance Director to evidence the costs of the Public Infrastructure Improvements and the incurrence of the thereof, including inspection reports (if any), copies of invoices and proof of payment and evidence of compliance with prevailing wage laws. Costs of the Public Infrastructure Improvements shall be added to the Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Costs of the Public Infrastructure Improvements included in the Reimbursement Obligation shall not exceed the amount shown on Exhibit C less the costs to acquire or construct the Public Infrastructure Improvements paid with proceeds of the Bonds.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements reimbursable to the Developer include the items of "costs of permanent improvements" set forth in Section 133.15(B) of the Ohio Revised Code and incurred by the Developer, directly or indirectly, except as set forth herein. These reimbursable "costs" of the Public Infrastructure Improvements include, but are not limited to: (1) the Developer's design costs (2) construction costs, (3) costs associated with any warranties for the Public Infrastructure Improvements, (4) inspection and design review fees, and (5) permit fees.

Section 5. Indemnity. The Developer agrees that it will indemnify, defend and hold harmless the City, its elected officials, officers, employees and agents (insofar as such persons are acting in their capacity as elected officials, officers, employees and agents of the City) (each an "Indemnified Party") from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Developer or its employees, agents or contractors in the acquisition, design and construction of the Public Infrastructure Improvements, excluding in all cases any liability or claims arising as a result of the gross negligence or willful misconduct of the City. The Developer's obligations provided in this Section survive the termination of this Agreement.

Section 6. Estoppel Certificate. Within 45 days after a request of the Developer, the City will execute and deliver to the person or entity indicated by the Developer in its request, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as the Developer reasonably requests, which may include certification of the remaining Reimbursement Obligation. Upon such request the Developer will certify to the City that the Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the Developer is in default, the Developer will specify such default and its plan to remedy or cure such default.

Section 7. Successors; Assignment; Amendments; City Consents. This Agreement is binding upon the parties hereto and their successors and assigns. A party may only assign this Agreement with the written consent of the other party; provided that the Developer may, without the consent of the City, make a collateral assignment of its rights and obligations under this Agreement to a lender for the purpose of obtaining financing related to the Public Infrastructure Improvements, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement. The Developer will use commercially reasonable efforts to notify the City of any such collateral assignment. The City will cooperate with any reasonable assignment request in connection with that financing. Nothing in this Agreement prevents the Developer from transferring any or all of its interest in a Parcel to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise provided in this Agreement, any consent or approval of the City to be given under this Agreement may be given by the City Manager and must be given in writing.

Section 8. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of City Council or any officer, agent or employee of either party in that person's individual capacity, and neither the members of the City Council, nor any individual person executing this agreement on behalf of the City or the Developer, will be liable personally by reason of the obligations of the City or the Developer contained in this Agreement. In no event shall the City be liable for indirect, consequential or punitive damages, lost profits, or pre-judgment interest. The City has no monetary obligation under this Agreement, or for a breach or default hereunder, except from Available Amounts received by the City. The City shall not be required to expend its own funds to perform any obligations hereunder.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To Developer:

D.R. Horton – Indiana, LLC
4705 Duke Drive, Suite 250
Mason, OH 45040
Attn: Ron Hollmann, Division VP, City Manager
Phone: (513) 283-2896
Email: rjhollmann@drhorton.com

With a Copy to:

D.R. Horton, Inc.
Attention: Region Counsel
2400 Lakeview Parkway, Suite 275
Alpharetta, GA 30009
Phone: (678) 292-4883
Fax: (678) 292-4881
Email: kmrys@drhorton.com and hparrish@drhorton.com

(b) To the City at:

City of New Carlisle, Ohio
331 S. Church Street
P.O. Box 419
New Carlisle, Ohio 45344
Attention: City Manager

Section 10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 11. Separate Counterparts. This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each

party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 13. Term. The term of this Agreement commences as of the date of this Agreement and terminates upon payment in full to the Developer of the Reimbursement Obligation.

Section 14. No Agency Relationship. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City.

Section 15. City Income Tax Withholdings. Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City Code in connection with the construction of the Public Infrastructure Improvements.

Section 16. Non-Discriminatory Hiring Policy. The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry. This Section does not require compliance with Federal Executive Order No. 11246.

Section 17. Governing Law and Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Clark County, Ohio.

Section 18. Exhibits. The following Exhibits are attached to this Agreement:

(i) Exhibit A: TIF Ordinance

(ii) Exhibit B: Mill Road Public Infrastructure Plan

(iii) Exhibit C: Public Improvement Budget

(Signatures on next page)

IN WITNESS WHEREOF, the City has caused this Tax Increment Financing Agreement (Reserve at Honey Creek Project) to be executed in its name by its duly authorized officers, as of the date first set forth above.

CITY OF NEW CARLISLE, OHIO

By: _____
City Manager

Approved as to Form:

_____
Law Director

FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of New Carlisle, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Service Payments actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: June___, 2025

_____
Finance Director, City of New Carlisle

IN WITNESS WHEREOF, the Developer has caused this Tax Increment Financing Agreement (Reserve at Honey Creek) to be executed in its names by its duly authorized officer, as of the date first set forth above.

D.R. HORTON, INC.

By:_____

Name:_____

Title:_____

EXHIBIT A

TIF ORDINANCE

[to be attached]

EXHIBIT B

MILL ROAD PUBLIC INFRASTRUCTURE PLANS

[to be attached]

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENT BUDGET