

RECORD OF PROCEEDINGS

Minutes of the Regular Meeting of Council

Held on March 17th, 2025



VILLAGE OF WEST JEFFERSON COUNCIL

MINUTES

March 17th, 2025

CALL TO ORDER

President Warner called the Village of West Jefferson Council Meeting to Order at 7:00 p.m.

Roll Call.

Council Members in attendance: Erica Bogner, Samantha Cahill, Linda Hall, Jimmy Little, Jeff Patterson, Howard Wade and Jen Warner. **Quorum Declared: 7 present, 0 absent.**

PRAYER & PLEDGE

APPROVAL OF AGENDA AND MINUTES

Motion to Adopt the March 17th, 2025 Agenda Moved by Jimmy Little and seconded by Howard Wade. All in Favor.

Motion to Approve the Minutes of the March 3rd, 2025, Regular Meeting of Council. Moved by Jeff Patterson and seconded Linda Hall. All in Favor.

Mayor Martin asked at this time if there could be a moment of silence for Jim King who recently passed.

Motion to Approve the Minutes of the March 3rd, 2025, Joint Committee meeting. Moved by Erica Bogner and seconded Samantha Cahill. All in Favor.

RECOGNITION OF GUESTS

At this time, President Warner invited Township Trustee and resident, Steve Rohner to the podium to speak. Mr. Rohner was at the meeting on behalf of the Board of Trustees. Mr. Rohner had a handout for the Council members. This past Monday, he had the opportunity to attend the Madison County Trustees monthly meeting at the Engineers office and part of that agenda was the Annual meeting of the Madison County District Advisory Council. That is required once a year. A topic was brought up by the Madison County Health Commissioner, Erin Fawley, that Mr. Rohner wanted to bring to Councils attention. Ms. Fawley informed us of a critical situation regarding Madison County Department of Health. As you may know, the Health Department last November had a renewal levy on the ballot, and it failed and failed miserably. That is the first time this has happened in many years. Originally it was approved in 2019 and then with reappraisals, residents decided not to vote for it. There are consequences for this though. The current 1.15 mil operating levy will end at the end of 2025. Therefore, the Board of the Health Department has made arrangements to be back on the ballot in May. They admit that they did a poor job of promoting this last year so they are doing everything they can to get this passed. This is a renewal so there will be no increase in anyone's taxes. If it fails in May they will also be back in November on the ballot. It provides 44% of the Operating revenue. Mr. Rohner stated that they were told as the trustees, that if this levy fails in November, in 2026 the townships may be required to pick up the slack of over a million dollars. He can assure Council that none of the Townships in our area are prepared to contribute to that shortfall. He wanted to express his concern to the Council and the Village and to let everyone know that information is available online and at the Health Department. Yard signs and printed information are available as well. They are doing everything on their end to encourage everyone to vote yes on this issue.

RECORD OF PROCEEDINGS

Minutes of the Regular Meeting of Council

Held on March 17th, 2025

OLD BUSINESS

None.

NEW BUSINESS

A. 2nd reading of ORDINANCE 25-011, ESTABLISHING THE POLICE CADET PROGRAM FOR THE VILLAGE OF WEST JEFFERSON.

Motion to pass Ordinance 25-011 Moved by Jeff Patterson and seconded by Linda Hall.

Deliberations began. "Any questions or comments?" President Warner wanted to thank the Chief and his staff for coming up with this program to be fully staffed.

VOTED YEA: Erica Bogner, Samantha Cahill, Linda Hall, Jimmy Little, Jeff Patterson, Howard Wade and Jen Warner.

VOTED NAY: None. ABSTAINED: None. Motion Carried: 7-0. Motion passed.

B. 2nd reading of ORDINANCE 25-013, AMENDING ORDINANCE 22-094, SETTING RESIDENTIAL RATES FOR THE COLLECTION OF REFUSE AND RECYCLING.

Motion to pass Ordinance 25-013 Moved by Erica Bogner and seconded by Howard Wade.

Deliberations began. "Any questions or comments?" There were no deliberations at this time.

VOTED YEA: Samantha Cahill, Linda Hall, Jimmy Little, Jeff Patterson, Howard Wade, Jen Warner and Erica Bogner.

VOTED NAY: None. ABSTAINED: None. Motion Carried: 7-0. Motion passed.

C. RESOLUTION 25-015, AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PRE ANNEXATION AGREEMENT WITH SENTINEL CRITICAL OPERATIONS, LLC PARCEL #05-00124.003.

Motion to adopt Resolution 25-015 Moved by Jimmy Little and seconded by Howard Wade.

Deliberations began. "Any questions or comments?" Legal Counsel, Nathan Painter, on behalf of the applicant Sentinel Data Centers, arrived at the podium to speak and give a presentation about the project (presentation attached). Mr. Painter stated that as a reminder, this is the first step in Councils consent and hopeful approval to bring this one billion dollar investment to West Jefferson. Sentinel is a leader in data centers in the US. I believe that many of you can remember the presentation of slides from our previous meeting and he just wanted to review those with a few updated changes. The presentation was reviewed with Council. Mr. Painter stated that if there is approval this evening they will start the annexation process as soon as possible and then they will begin getting the service Resolution put together. He was more than happy to answer any questions Council had. Council member Wade asked if Sentinel already has clients that are interested in supporting this project and Mr. Painter stated yes. Vice President Hall asked what the timeline from start of build out would be. Mr. Painter stated that it would be sooner than later, and it would be staged. Once the first building is built, there is language in the agreement that it could take up to 15 years for the completed 3 building build out due to market demand and electricity. Council member Jeff Patterson asked the Mayor how many empty warehouses were out in the Commerce District? The Mayor stated that this would not be a warehouse, and the Public Service Director stated that there are currently 2 warehouses empty, but there is one that someone is looking to fill as we speak. The Mayor stated that sometimes for tax purposes these warehouses can be left empty that is why in the CRA's they have that 3-5 year time frame to fill them. The Mayor stated that we have been approached about one data center that is cooled by water, this one is by air and the other that approached us was run by natural gas. The creativity is there, but the Mayor's personal opinion is that it protects our Village borders. It's not many

RECORD OF PROCEEDINGS

Minutes of the Regular Meeting of Council

Held on March 17th, 2025

employees and these are close to Rt. 42 and Rt. 29 to use those routes. President Warner asked if this was in Deer Creek Township and Mr. Painter answered yes. Council member Patterson asked if with the CRA our fire department would receive anything or our schools. The Mayor and President stated no. Deer Creek would receive the township monies, and the facility would fall under the London City Schools area. Council member Patterson stated then we would get the income tax and the traffic. Multiple people stated that it would not be a traffic issue because of Rt. 29 and Rt. 42. Council member Cahill also stated that 250 jobs at \$80,000 is better than 500 at \$30,000. Mr. Painter did state that in the preliminary traffic study it was shown that Rt. 29 would be the primary road used. Council member Little stated that the important thing is that we are protecting our borders from encroaching cities coming in and allows for annexation of that area. Council member Samantha Cahill asked if it would be a total of 3 buildings in all. Mr. Painter stated that it is correct, it would be 3. President Warner asked if there were any other questions that Council had for Mr. Painter. No other questions were asked.

VOTED YEA: Samantha Cahill, Linda Hall, Jimmy Little, Jeff Patterson, Howard Wade, and Jen Warner.

VOTED NAY: Erica Bogner. ABSTAINED: None. Motion Carried: 6-1. Motion passed.

COMMITTEE REPORTS

Chairperson, Linda Hall of the Development Committee discussed the meeting that was held on Wednesday, March 12th in the Development area. Recommendation to Council of a proposed mixed use (PMU) project at Rt 29 & 70 that was brought to the Planning & Zoning Committees at the March 5th meeting and was denied at that meeting due to safety and traffic concerns. Choice One Engineering and ODOT were also opposed to the plan as presented. After much discussion the committee agreed that if certain changes were made to the design, it could change those concerns. The proposal is being recommended to Council for further consideration with modifications.

Council member Jeff Patterson asked Chairperson Hall what businesses were being proposed. Chairperson Hall let Director Mitchell explain. Director Mitchell stated that a Circle K convenient store is being proposed, which does not affect the Circle K that was approved in town at Rt 142 and Rt 40. There is also a hotel and possibly two restaurants. The mayor stated that the current concerns are the ingresses and egresses that were being proposed and discussing other options for access to the project. President Warner asked Clerk Edwards what the next step is, and the Clerk explained that there will be a public hearing notice placed in the Madison Messenger for 30 days and once that occurs there will be a public hearing where the developer will come out and present the project to Council. Council members asked if the modifications would be specified before that meeting or how that would work. It was explained that Council could vote to approve, approve with modifications or disapprove. If they approve with modifications, those modifications will be spelled out and then they will return to Planning and Zoning since this is a preliminary plan and not a final plan. Then the developer will have to come back for another public hearing. There were discussions if that process was correct and Director Mitchell and the Building and Zoning Code Enforcement Official stated they would find out and let Council know. The Clerk stated to the Council that any questions they had could be brought to the Development Committee or Department as well.

DEPARTMENT REPORTS

Report for the Mayor – Mayor Martin reported Happy National Women's History month and Happy St. Patrick's Day.

Report for the Director of Public Service– Director John Mitchell reported that as you have probably seen the contractors are back on Rt 40 for the water line project. They are over on Pearl and behind the Post Office now. They will go on to 142 and then under the bridge on Rt 40 near flyers. There will be a few cutovers going across the north side of Rt 40 so traffic will be fun during those times. There will be a pre-construction meeting soon with the contractor for the other water main that will be going in on Rt 40 from Taylor Blair to the Rt 29 booster station. The project at the water plant is almost wrapped up. The waste line is now suspended on the bridge. Warm weather is here so we are trying to get the parks and fields ready. Hopefully mowing will be another few weeks away. President Warner asked if they have started working on the benches that were going to be placed around the

RECORD OF PROCEEDINGS

Minutes of the Regular Meeting of Council

Held on March 17th, 2025

walking path at Westwood. He will begin working on that and will have to measure out how many they will need. He has one that will be placed back by the obstacle course. President Warner stated that she has just been asked about the progress and wanted to check and Council member Cahill stated she has been asked about it as well. Vice President Hall asked the Director if the pipes that were suspended on the bridge on Taylor Blair were going to be boxed in for cosmetic purposes. Director Mitchell stated yes. They will be looking for a way to cover that. He stated that they had promised that would be done to the County Engineer. Council member Wade asked the Director what the timeline was on the restrooms at Westwood Park. Director Mitchell stated that they are waiting on materials to finish that and until those are received, they are working on other projects. Council member Erica Bogner asked if they were going to be improving the paving patchwork on Rt 40 where the water line is being placed. There are some holes that are bad in a car, but they are worse on a motorcycle. He stated that it is a temporary patch, and they will mill it out and repave once the line is complete.

Report for Recreation and Special Events Manager – Manager, Shelton Stanley was not in attendance but Public Service Director, John Mitchell reported that Shelton wanted to thank everyone who attended the Valentines Dance. They were able to raise \$833 to donate to the Madison County Humane Society. Reminder that the Easter Egg hunt will be on April 19th. The Easter egg hunt will begin at 11am but there will be bounce houses and limited food available beginning at 10am and ending at 1pm. Age groups will be split up. The event and times will be posted on Facebook.

Report for Director of Finance –Finance Director, Rebecca Shipley-Arnott reported that February financials will be sent electronically before the next meeting. February it appears that the Income tax was up 24% which makes the amount up 14% for the year so we are off to a good start. It is that time of year and she recently processed 56 tax refunds for \$ 43,457.37. They were able to get everything finished for 2024 and taken to the storage room, Ricco and some of his guys were able to rearrange and get some of the heavier income tax boxes off of the back wall so hopefully that will help with the sagging floor.

As far as HR duties go, they have been working with the Police department on interviews, drug testing, credit checks and other hiring needs. Jackie interviewed with Shelton for the pool applicants, and they have been working on getting 2 interns for the summer for the Development Department and possibly one for the Lunch and Learn program. They are going to be requesting another joint committee meeting with Finance, Employee Benefits and Police before one of the upcoming meetings to discuss a few policies and proposed wage changes.

Since the last meeting:

Revenue items (over \$10,000 other than water, tax and regularly received items) Nothing notable.

Total receipts since last reporting 95 receipts for \$512,908.99 thru 3/14/25

Payment items (over \$10,000 other than recurring expenses-non payroll) Nothing notable.

Total payments since last reporting 36 payments for \$26,593.17 thru 3/17/25
38 invoices paid

Report for Chief of Police – Chief of Police Brandon Smith reported that they have a new hire that is expected to start May 24th and his name is Adam Brison. He comes from the Columbus Police Department, and we are excited to have him. They have another candidate that is finishing up and should start soon behind the new hire and he is coming from Trotwood Police Department. There is a candidate in the Cadet program and the academy begins in May that he will begin in. They are looking forward to becoming fully staffed and appreciate everyone's help and support with making that happen. The Detectives have been busy doing employment background checks and training local businesses on response/active shooter training. They have also presented to Jefferson Local Schools and their teaching staff. Over the past few weeks there were 131 stops, 60 on Main Street and 43 resulted in citations.

RECORD OF PROCEEDINGS

Minutes of the Regular Meeting of Council

Held on March 17th, 2025

Report for Director of Development – Building & Zoning Code Enforcement Official, Kristie West reported that Ordinance 1125.07 which tells us about the preliminary development plan, any approval with modifications must serve as the basis for their final development plan which would then go back to the Planning and Zoning Commission. This was in regard to the earlier conversation about the upcoming Development project that Vice President Hall mentioned in the Committee Report.

Report for Director of Information Technology – Director of Information Technology, Mark Crosten was unable to attend due to completing a necessary IT task this evening and no report was given.

Recognition of Clerk and Council – Clerk Tisha Edwards reported that Director Crosten purchased a new screen for the Council Chambers for presentations and Ricco and his team were able to run the electrical wiring and place the screen on the Chamber wall last week. She also wanted to thank the IT Director for all the work that he has been doing to implement the new website. He has made the necessary changes to move to the new platform. She knows that it seems like it is taking a long time to implement but there is a lot of work going on behind the scenes.

Council member Jimmy Little wanted to report that a member of the middle school shot put team received 2nd place at States. He is in 8th grade and threw 51 ft. The 1st place State winner threw a 54 and is a 7th grader and is from the Avon Lake area.

President Warner reported that the 2025 TIRC meeting was held with the County last week and that is where the Village goes through all the CRA's with the County and make sure that all of the businesses with CRA's are compliant. There is one in question and Director Mitchell is reaching out to Bricker Graydon to follow up on the status. In that meeting the President stated that if we never build another warehouse, she would be fine with that. We need manufacturing and something different than warehouses.

At this time President Warner thanked those who attended and stated that the meeting would now go into Executive Session for the reason of Sunshine Law, Purchase of Sale or Property at 7:40 p.m. Motioned by Jeff Patterson and seconded by Linda Hall. All in favor.

Motion to exit Executive Session and return to regular session at 8:00 p.m. Motioned by Jeff Patterson and seconded by Howard Wade. All in favor.

ADJOURN

Motion to Adjourn by President Jen Warner at 8:00 p.m. and reconvene at the April 7th, 2025, Regular Meeting of Council. Motion by Jeff Patterson and seconded by Erica Bogner. All in favor.

Tisha Edwards 4-8-25
Tisha Edwards Date
Clerk of Council

Jennifer Warner 4-7-25
Jennifer Warner Date
President of Council



Village Council Sign In Sheet

***All guest will have 3 minutes to speak unless more time is asked for in advance**

Date: 3/17/25

Do you wish to Address Council?

Name (Please Print)	Circle	Resident	Non-Resident	Subject you wish to speak on
Nathan Perata	<input checked="" type="radio"/> YES or NO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SENTINEL
Jamie Lynn Chapman	<input checked="" type="radio"/> YES or NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Jefferson Senior Center
Steve Rohner	<input checked="" type="radio"/> YES or NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	DEPT of HEALTH LEVY RENEWAL
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
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	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	
	YES or NO	<input type="checkbox"/>	<input type="checkbox"/>	

decided not to speak

Jist

Report to Council

February Financials should be done by next meeting.

Income Tax was up 24% for February 2025, which makes us up 14% for the year.

Processed 56 Income Tax Refunds for \$43,457.37

2024 Documents are boxed and filed in storage.

HR -- Working with the PD with interviews/drug test/credit checks. Jackie interviewed the pool applicants with Shelton.
Working on a couple interns for this summer.

Requesting a combined Committee Meeting before next council meeting to discuss two policies and some proposed wage changes.

Since the last meeting:

Revenue Items (over \$10,000 other than Water, Tax & Regularly Recd Items)

Nothing Notiable

Total Receipts since last reporting 95 Receipts for \$512,908.99 thru 3/14/25

Payment Items (over \$10,000 other than reoccurring expenses - non Payroll)

Nothing Notiable

Total Payments since last reporting 36 Payments for \$26,593.17 thru 3/17/25
38 Invoices Paid



**REGULAR MEETING OF COUNCIL
AGENDA**

March 17th, 2025

Call to Order & Roll Call

Council Members: Jen Warner, Linda Hall, Samantha Cahill, Howard Wade, Jeff Patterson, Jimmy Little, Erica Bogner.

Prayer and Pledge

Approval of the Agenda and Past Minutes

Past Minutes from the March 3rd, 2025 Regular Meeting of Council & Joint Committee meeting.

Recognition of Guests

Old Business

New Business:

- A. 2nd reading of ORDINANCE 25-011**, ESTABLISHING THE POLICE CADET PROGRAM FOR THE VILLAGE OF WEST JEFFERSON.
- B. 2nd reading of ORDINANCE 25-013**, AMENDING ORDINANCE 22-094, SETTING RESIDENTIAL RATES FOR THE COLLECTION OF REFUSE AND RECYCLING.
- C. RESOLUTION 25-015**, AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PRE ANNEXATION AGREEMENT WITH SENTINEL CRITICAL OPERATIONS, LLC PARCEL #05-00124.003.

Committee Reports

Development- *Chairperson, Linda Hall*
Employee Benefits-*Chairperson, Jimmy Little*
Finance- *Chairperson, Samantha Cahill*
Parks & Recreation- *Chairperson, Jeff Patterson*
Police- *Chairperson, Howard Wade*
Public Service & Special Events- *Chairperson, Erica Bogner*

Department Reports

Mayor (Ray Martin)
Director of Public Service (John Mitchell)
Recreation and Special Events Manager (Shelton Stanley)

Continued on the back

Village of West Jefferson, OH

Director of Finance (Rebecca Shipley-Arnott)
Chief of Police (Brandon Smith)
Director of Development (Tom Hale)
Director of Information Technology (Mark Crosten)

Communications from Clerk & Council

Enter into Executive Session for Sunshine Law reasoning Purchase or Sale of Property.

Motion to Adjourn

Adjourn & Reconvene at the April 7th, 2025, Regular meeting of Council at 7:00 P.M.



REGULAR MEETING OF COUNCIL

March 17th, 2025

NOTES AGENDA

***Remember to review the Guest List before starting the meeting and turn on the recorders.*

I Call this Meeting to Order at ____ P.M.

Roll Call?

COUNCIL MEMBER	Present	Absent
Bogner, Erica		
Cahill, Samantha		
Hall, Linda		
Little, Jimmy		
Patterson, Jeff		
Wade, Howard		
Warner, Jen		

Madame President, I have ____ members present and ____ absent

**If anyone on Council is absent, officially note by the President at this time*

Quorum Declared

-Prayer & Pledge

-Agenda

·Do I have a Motion to Adopt the March 17th, 2025 Agenda? Moved by ____ and seconded by ____.

·Deliberations Begin "Are there any questions or comments?" ·Deliberations End

All in Favor?
Any Opposed?

-Minutes

·Do I have a Motion to Adopt the Minutes of the March 3rd, 2025 meeting? Moved by ____ and seconded by ____.

·Deliberations Begin "Are there any questions or comments?" ·Deliberations End

All in favor?
Any Opposed?

·Do I have a Motion to Adopt the Minutes of the March 3rd, 2025 Joint Committee meeting?
Moved by ____ and seconded by ____.

·Deliberations Begin "Are there any questions or comments?" . ·Deliberations End
All in favor?
Any Opposed?

-Recognition of Guests ****Remember to review the Guest List**

-Old Business, if any

-New Business (* indicates an emergency requested)

A. 2nd reading of ORDINANCE 25-011, ESTABLISHING THE POLICE CADET PROGRAM FOR THE VILLAGE OF WEST JEFFERSON.

Do I have a Motion to Pass Ordinance 25-011? Moved by ____ and seconded by ____.
·Deliberations Begin "Are there any questions or comments?"
·Deliberations End

·Roll Call to vote

COUNCIL MEMBER	Yea	Nay	Abstain
Bogner, Erica			
Cahill, Samantha			
Hall, Linda			
Little, Jimmy			
Patterson, Jeff			
Wade, Howard			
Warner, Jen			

Madame President there are ____ Yea, ____ Nays & ____ Abstain

B. 2nd reading of ORDINANCE 25-013, AMENDING ORDINANCE 22-094, SETTING RESIDENTIAL RATES FOR THE COLLECTION OF REFUSE AND RECYCLING.

Do I have a Motion to Pass Ordinance 25-013? Moved by ____ and seconded by ____.
·Deliberations Begin "Are there any questions or comments?"
·Deliberations End

·Roll Call to vote

COUNCIL MEMBER	Yea	Nay	Abstain
Bogner, Erica			
Cahill, Samantha			
Hall, Linda			
Little, Jimmy			
Patterson, Jeff			
Wade, Howard			
Warner, Jen			

Madame President there are ____ Yea, ____ Nays & ____ Abstain

C. RESOLUTION 25-015, AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PRE ANNEXATION AGREEMENT WITH SENTINEL CRITICAL OPERATIONS, LLC PARCEL #05-00124.003.

Do I have a Motion to Adopt Resolution 25-015? Moved by _____ and seconded by _____.

·Deliberations Begin "Are there any questions or comments?"

·Deliberations End

·Roll Call to vote

COUNCIL MEMBER	Yea	Nay	Abstain
Bogner, Erica			
Cahill, Samantha			
Hall, Linda			
Little, Jimmy			
Patterson, Jeff			
Wade, Howard			
Warner, Jen			

Madame President there are ___ Yea, ___ Nays & ___ Abstain

-Committee Reports

- Development- *Chairperson, Linda Hall*
- Employee Benefits-*Chairperson, Jimmy Little*
- Finance- *Chairperson, Samantha Cahill*
- Parks & Recreation- *Chairperson, Jeff Patterson*
- Police- *Chairperson, Howard Wade*
- Public Service & Special Events- *Chairperson, Erica Bogner*

-Department Reports

- Mayor (Mr. Ray Martin)
- Director of Public Service (Mr. John Mitchell)
- Recreation and Special Events Manager (Mr. Shelton Stanley)
- Director of Finance (Mrs. Rebecca Shipley-Arnott)
- Chief of Police (Mr. Brandon Smith)
- Director of Development (Mr. Tom Hale)
- Director of Information Technology (Mr. Mark Crosten)

-Communications from Clerk and Council-

Thank you for attending tonight. This meeting will now go into Executive Session for reason of Sunshine law, Purchase of Sale or Property at _____ p.m. Can I have a motion _____ and seconded by _____. All in favor/any opposed?

Motion to exit Executive Session at _____ p.m. Can I have a motion _____ and seconded by _____. All in favor/any opposed.

Are there any other items to discuss at this time?

Motion to Adjourn the meeting at _____ p.m. and reconvene at the April 7th, 2025 Regular Meeting of Council at 7:00 P.M. Moved by _____ and seconded by _____. All in Favor? Any Opposed?

Meeting Adjourned.

Meeting Date: March 17th, 2024
Publication Date: March 14th, 2024

Please note this bulletin is posted on the Village of West Jefferson website under the Council section @ <https://www.westjeffersonohio.gov/villagecouncil>.



This legislative bulletin contains Ordinances & Resolutions to be voted on by Council and announcements of second readings and Public Hearings. If noted, supplemental and supporting documents, such as exhibits, and copies of all legislation are available upon request to the Clerk of Council's office, 28 East Main Street, West Jefferson, OH 43162. Phone 614-379-5321 or via the website at <https://www.westjeffersonohio.gov/villagecouncil>.

Resolutions and Ordinances on the Agenda for March 17th, 2025

(This color indicates attachments if there are any)

2nd reading of ORDINANCE 25-011, ESTABLISHING THE POLICE CADET PROGRAM FOR THE VILLAGE OF WEST JEFFERSON.

WHEREAS, the Village of West Jefferson Police Department seeks to establish a Police Cadet Program to provide career development opportunities for individuals interested in law enforcement and,

WHEREAS, the Village of West Jefferson recognizes the importance of attracting qualified candidates to the Police Cadet Program while ensuring the participants are compensated fairly for their time and training.

NOW THEREFORE, BE IT RESOLVED, by the Council, Village of West Jefferson, County of Madison, State of Ohio, with a majority of the members therefore concurring as follows:

SECTION I: PURPOSE

This Ordinance establishes a pay rate for individuals participating in the Village of West Jefferson Police Cadet Program. The program aims to prepare Cadets for future employment within the Village of West Jefferson Police Department.

SECTION II: PAY RATE FOR POLICE CADETS

CADET PAY: The hourly pay rate for Police Cadets shall be set at the current pay scale effective the date of beginning the Cadet program.

SCHEDULE & HOURS: Cadets shall work 40 hours per pay period, The total number of hours shall not exceed 40 hours per pay period.

PAY INCREASES: The pay rate for Police Cadets shall be reviewed annually by the Village of West Jefferson Village Council, Mayor, Finance Director and Police Chief and may be adjusted to remain competitive and equitable.

(Continued)

SECTION III: FUNDING

The necessary funds to implement this Ordinance will be appropriated in the Village of West Jefferson Police Department's annual budget. The Village of West Jefferson will ensure the adequate funding is available for the Police Cadet Program.

SECTION IV: IMPLEMENTATION

The Village of West Jefferson Police Department is hereby authorized to administer the Police Cadet Program in accordance with the provisions of this Ordinance. The Police Chief or designee shall be responsible for managing program operations and ensuring compliance with this Ordinance.

SECTION V: This Ordinance shall take effect at the earliest period of time allowed by law.

2nd reading of ORDINANCE 25-013, AMENDING ORDINANCE 22-094, SETTING RESIDENTIAL RATES FOR THE COLLECTION OF REFUSE AND RECYCLING.

WHEREAS, the Village has contracted Waste Management for the collection of refuse and recycling; and

WHEREAS, the Public Service Director and the Finance Director have determined that a nominal increase for this service is appropriate; and

WHEREAS, this increase will assure a sufficient balance is maintained in the Sanitation Fund to meet the required payments; and

WHEREAS, the Finance Committee recommends the proposed increase,

NOW THEREFORE, BE IT RESOLVED, by the Council, Village of West Jefferson, County of Madison, State of Ohio, with a majority of members therefore concurring as follows:

SECTION I: Council hereby sets the following increases for the collection of refuse and recycling.

Effective April 3, 2025 -	\$ 1.25
Effective January 1, 2026 -	\$ 1.25
Effective January 1, 2027-	\$ 1.25
Effective January 1, 2028-	\$ 1.25

SECTION II: This Ordinance shall take effect at the earliest period of time allowed by law.

RESOLUTION 25-015, AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PRE ANNEXATION AGREEMENT WITH SENTINEL CRITICAL OPERATIONS, LLC PARCEL #05-00124.003.

WHEREAS, this pre-annexation agreement (**a copy which is attached**) will begin the process for the Expedited Type 2 Annexation with the Petition/Agent SENTINEL CRITICAL OPERATIONS, LLC, for parcel # 05-00124.003 and,

WHEREAS, the actions before Council will be a Services Resolution, an Accepting Resolution and an Ordinance where Council shall set the zoning classification at the time of annexation (OR Chapter 1117.01); and,

WHEREAS, Council will take action for approval or disapproval according to the particular zoning classification's plan approval upon reception of a recommendation by Planning and Zoning Commission; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of West Jefferson, County of Madison, State of Ohio, with a majority of duly elected members thereof concurring as follows:

SECTION I: Council hereby authorizes the Mayor and Director of Public Service to enter into and execute, on behalf of the Village Council, a pre-annexation agreement (**a copy of which is attached**) with SENTINEL CRITICAL OPERATIONS LLC, pursuant to the annexation of 78.83 +/- acres of land located south of U.S. 40 and west of the current Village limits, with road access to U.S. 40 in Deer Creek Township, Madison County, Ohio (which land is depicted on Exhibit A, parcel # 05-00124.003, attached and referred to as the ("Property")) and,

SECTION II: This resolution shall take effect at the earliest period of time allowed by law.

Notes: _____

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, by and among SENTINEL CRITICAL OPERATIONS, LLC, (Alternatively the "Developer" or "Sentinel") a Delaware limited liability Company and the VILLAGE OF WEST JEFFERSON, OHIO (the "Village") an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its municipal charter, under the circumstances summarized in the following recitals. (The Developer, and the Village are at times referred to collectively herein as the "Parties.")

RECITALS:

WHEREAS, the Developer is in contract to acquire fee simple title from Karen K. Wiegerig, Trustee of the Karen K. Wiegerig Revocable Trust (the "Owner") to approximately 78.83+/- acres of land located south of U.S. 40 and is contiguous with a portion of the current boundaries of the Village, with road access to U.S. 40 in Deer Creek Township, Madison County, Ohio (which land is depicted on **EXHIBIT A**, Parcel Number 05-00124.003, attached hereto and referred to herein as the "Property"); and

WHEREAS, the Developer, with the consent of the Owner, intends that all or portions of the Property be annexed to and developed in the Village for use as a data center, or alternatively for other beneficial industrial or commercial uses as provided for under Chapter 1125.03(b)(2)(A through K) of the Village zoning code, pursuant to the terms and conditions of a future rezoning application, governing text and development plans to be approved by the Village (which draft illustrative concept plan for an example of the data center use that could be built within a Planned

Commerce District ("PCD") is attached hereto as **EXHIBIT B¹** and referred to as the "Illustrative Concept Plan" and fully incorporated herein and made a part of this Agreement); and

WHEREAS, this Agreement has been approved and the execution hereof authorized by the Village pursuant to Resolution No. _____ passed on _____ 2025; and

WHEREAS, the Parties agree that it is in their mutual interest during the annexation process to enter into this Agreement for the future development of the Property in the Village for the mutual benefit of the Developer and the Village; and

WHEREAS, the Property will benefit by receiving municipal services and comprehensive planning and zoning largely consistent with the Illustrative Concept Plan from the Village upon annexation; and

WHEREAS, the Village is capable and hereby agrees to offer its municipal services to the Property if the Property is annexed to the Village.

Now **THEREFORE**, in consideration of the covenants and agreements contained herein, and after incorporating all the above and preceding **WHEREAS** statements as effective as part of the Agreement and into the body of Agreement, the Developer and the Village covenant and agree as follows:

Section 1. Annexation Petitions and Related Approvals.

¹ * NOTE ON EXHIBIT B, The Illustrative Concept Plan showing a data center use: As exact property, site, market, economic and tenant conditions and development needs are unknown at this time, the Parties agree that Exhibit B, the Illustrative Concept Plan, shall be subject to flexibility and necessary changes throughout the rezoning, plan development and final engineering processes, to reflect and allow for future changes to market conditions, engineering and utility standards, and tenant needs and designs.

A. **Petition for Annexation**. The Developer agrees, at its own expense, to prepare and file the necessary annexation petition executed by the Owner, and related information, as may be required by the Ohio Revised Code ("ORC"), to annex the Property to the Village within One Hundred and Eighty (180) days after the execution of this Agreement. Alternatively, in the event that the Developer acquires the necessary fee simple interest in the Property from the Owner prior to submitting the annexation petition , Developer shall, at its own expense, prepare, execute, and file the necessary annexation petition and related information, as may be required by the ORC, to annex the Property to the Village within One Hundred and Eighty (180) days after Closing on the Property. Thomas L. Hart, Esquire, shall act as the agent for the petitioners. The annexation process shall be an "Expedited Type II" annexation as provided in ORC Section 709.023. The Developer agrees it shall prepare, at its expense, the annexation petition(s), map(s), legal description(s) of the perimeter(s), and any other document(s) necessary and required under the ORC for the annexation of Property.

The Developer shall pay any and all filing fees and other costs that may be charged by the Board of County Commissioners of Madison County, Ohio (the "Commissioners"). The Developer will secure the execution by the appropriate person/entity of any other documents reasonably necessary to effectuate the annexation as may be required by law. Subject to the provisions of Section 1(D) below, the Developer agrees to support the annexation throughout the process, as long as this Agreement is in effect and the Village is able to provide the municipal services contemplated herein.

B. **Village Services Resolution**. Pursuant to and in accordance with ORC 709.023,

the Village agrees to adopt, within twenty (20) days after the date of filing the Expedited Type II annexation petition(s) with the Commissioners, the appropriate resolution of services (the "Services Resolution") stating that the services described in Section 2 of this Agreement will be provided to the Property upon annexation. The Services Resolution, once adopted, shall be immediately certified and filed by the Village with the Clerk of the Commissioners. In the event that the Commissioners approve the annexation petition, the Village shall accept the annexation of the Property in accordance with ORC Section 709.04. At the request of Developer, the Village will delay acceptance of the annexation in accordance with Section 1(C) herein so long as such delay is not more than 120 days from the date that the Commissioners return the petition to the Village and it is laid before the Village Council. The Village also agrees to provide all reasonable assistance requested by the Developer in pursuing the annexation, with no expense incurred to the Village. If a legal challenge to the annexation occurs, the Developer may, at its sole option, choose to terminate this Agreement within thirty (30) days of: (i) the denial of the annexation by the Commissioners; or (ii) the filing of an appeal of the decision of the Commissioners to approve the annexation or of any other legal or administrative action seeking to overturn the Commissioners' approval. Should this Agreement be terminated as set forth in this paragraph, this Agreement shall immediately become null and void and no party shall have any further obligations to the other.

C. **Additional Property.** Prior to filing any petition for annexation, any land controlled by Developer that is contiguous to the Property may also be annexed under the terms of this Agreement as a "Expedited Type II" annexation if the addition of such land does not create a legal impediment to the orderly and timely processing of annexation of the Property as contemplated herein. The Developer shall thereafter also include such additional property on the petition and the

territory to be annexed shall thereafter include said contiguous properties; and the Parties will cooperate in any and all respects as may be required by law.

D. Zoning Considerations. Upon annexation and rezoning, the Developer's intention is to develop the Property for future use as a data center or any other beneficial commercial or industrial uses under a Planned Commerce District ("PCD") designation [Chapter 1125.03 (b.)(2)(A through K) of the Village of West Jefferson's Codified Ordinances], to include as allowed by the Village's Codified Ordinance a flexible governing text that is to be adjusted as needed from base code, and that is generally consistent with and generally reflects the Illustrative Concept Plan, as described and depicted in the attached **EXHIBIT B**.

It is the intent of the Village that, upon filing of the annexation petition for the Property, it will expeditiously process, a contemporaneously filed application to rezone the Property to a PCD of 78.83+/- acres under the Village's current zoning code in a manner that is generally consistent with **EXHIBIT B**, the Developer's Illustrative Concept Plan and in a manner that also considers other potential beneficial commercial or industrial uses under a Planned Commerce District ("PCD") designation [Chapter 1125.03 (b.)(2)(A through K) of the Village of West Jefferson's Codified Ordinances. The Village Administration has reviewed the Illustrative Concept Plan attached hereto as **EXHIBIT B** and agrees to actively support and process the Developer's rezoning application similar to the Illustrative Concept Plan, while also permitting adjustments or other potential beneficial commercial or industrial uses for the 78.83+/- acres through the Village's rezoning procedures. The Village will take timely action on Developer's rezoning application to ensure that the new Planned Commerce District, as described above, may be presented to Village

Council for final consideration contemporaneously with the acceptance of the annexation by the Village Council, in order that the Planned Commerce District, as described above, can be effective under the Village Codified Ordinances at the earliest time permitted by law. The Parties acknowledge that it is within Village Council's legislative authority to approve or deny zoning changes within the Village and nothing contained herein is intended to be a guarantee of any zoning approvals. Upon the written request of the Developer on behalf of the petitioners, the Village shall delay acceptance of the annexation until approval of the rezoning can be accomplished contemporaneously with the acceptance of the annexation, so long as such delay is not more than 120 days from the date that the petition is laid before the Village Council.

If:

(i) the annexation approval occurs prior to or other than concurrently with the legislative consideration of the rezoning and the rezoning is subsequently not approved in substantial accordance with the conditions and provisions of **EXHIBIT B** (or as it may be modified in a manner acceptable to the Developer);

(ii) the rezoning approval is referred to a vote of the electorate;

(iii) a building moratorium or any other ordinance, resolution, or rule is enacted or adopted by the Village; or

(iv) a sufficient level of electric power service is unavailable, that would, in the sole and absolute opinion of the Developer, preclude or adversely affect Developer's intended use of the Property;

then the Village agrees, at the written request of the Developer:

(a) to reconsider the ordinance or resolution accepting the annexation and rescind, repeal and reject the annexation approval within twenty (20) days of the date of the disapproval of the rezoning, referral to a vote of the electorate, or the enactment of the building moratorium or other ordinance, resolution or rule, or documentation that a sufficient level of electric power service is unavailable, if reconsideration or repeal is permitted under Village ordinances and state law; or

(b) to assent to the detachment/de-annexation from the Village all or part of the Property or to not oppose any petition to detach/de-annex part or all of the Property and the Developer may, at its option terminate this Agreement.

Section 2. Infrastructure Improvements and Public Services.

A. Infrastructure Improvements.

(i) **Sanitary Sewer Service.** The Village covenants and agrees that it has available capacity, or is able to construct additional capacity as needed, to provide sanitary sewer service to the Property for the proposed future development. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how the cost to construct the extensions and/or connections to the existing public sanitary sewer main, or any required upgrades to any capacity, connections or the existing public sanitary sewer main are to be covered. All sewer lines shall be installed pursuant to plans and specifications approved by the Village Engineer in accordance with the Village's usual and customary requirements. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such extensions.

(ii) **Water Service**. The Village covenants and agrees that it has available capacity, or is able to construct additional capacity as needed, to provide potable water in sufficient quantities to serve the Property for the proposed future development. Water service access to the Property will be at locations designated by the Village. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how costs to construct the extensions and/or connections to the existing public water service, or any required upgrades to any capacity, connections or the existing public water service are to be covered. All water lines shall be installed pursuant to plans and specifications approved by the Village Engineer in accordance with the Village's usual and customary requirements. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such extensions. The Developer will be responsible for extending and the construction of all hydrants within the Property.

(iii) **Road Improvements**. The Developer will be responsible for the construction of internal roads within the Property to serve the future development. Based on security and proprietary business needs, portions of said interior roads may remain private and subject to private security protocols with some portions of the interior roads dedicated to the public use as determined by the mutual agreement of the Village Services Director and Developer. The Village shall approve curb cuts to service the Property consistent with and in coordination with those approved by the Ohio Department of Transportation. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how the cost to construct any off-site road improvements, turn-lanes to accommodate site traffic and other traffic and to consolidate area road access, and/or connections to the existing public roadway system are to be covered. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such

extensions. All public and private roads shall be constructed in accordance with Village and/or ODOT standards, as applicable and existing at the time of the approval of the Preliminary Development Plan(s) for the Property.

B. Other Public Services.

Upon annexation or as otherwise set forth herein, the public services provided to all citizens of the Village, including the following services, will be made available by the Village, subject to the terms hereof:

- (i) Fire and EMS Services. Fire and EMS Services to the Property will be pursuant to contracts between the Village and the respective Fire and EMS Services provider(s) to the Village.
- (ii) Police Services. The Village will provide police services to the Property upon annexation.
- (iii) Trash Services. As applicable.

Section 3. Comprehensive Development Agreement.

A. Financing Commitments/Incentives

In consideration for the job creation, income tax generation, and overall investment and success of the development the Village Administration and the Developer agree to negotiate and implement a comprehensive development agreement to be presented to Village Council for final consideration that addresses the aforementioned infrastructure improvements and the following financial commitments and/or incentives:

(i) **Community Reinvestment Area (CRA) Extension to the Property.** The Parties may enter into a community reinvestment area agreement that provides up to a 15-year, and up to a 100% real property exemption pursuant to ORC Sections 3735.67 to 3735.70, for the assessed value of the new structures to be developed on the Property. For each readily identifiable parcel or subarea phase within the Development, the exemption shall commence the first year such real property improvements in the parcel or subarea phase of the Development would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2040. For clarity, the Parties will recognize that although any exemption allowable under any community reinvestment area agreement for any readily identifiable real property improvement within a parcel or subarea phase of the Development lasts for only 15 years at the most, the real property exemption for the property as a whole is expected to last more than 15 years based on the completion of distinct parcel or subarea phase development. The Parties shall cooperate so that the Village's existing community reinvestment area(s) is extended to the Property, or may create a new community reinvestment area to cover the Property as applicable. With any CRA agreement, the Developer shall abide by any applicable ORC provisions and Village code sections, or policies and any applicable agreement the Village has entered into with local government entities, including affected school districts, the local fire departments or emergency medical districts/townships for the reimbursement and/or payments in lieu of taxes (PILOTs) of abated taxes under any approved CRA.

(ii.) **Tax Increment Financing (TIFs)**. The Parties may enter into one or more Tax Increment Financing (“TIF”) Agreements to be presented to Village Council for consideration pursuant to which one or more portions of the developed Property will be subject up to a 30-year, and up to a 100% non-school tax increment financing exemptions or any such other tax increment financing exemption as may be approved by the Village Council from time to time. Village Council shall retain the discretion to authorize any tax increment financing exemptions authorized under State law. Any TIF Agreement approved by the Village Council may contain provisions for the terms and conditions for such payments or reimbursements after the running of any applicable CRA periods and will specify whether any interest will be payable by the Village on such payments or reimbursements. All terms and conditions of the TIF Agreement are subject to review and approval by Village Council.

(iii) **Utility Protective Agreements**. The Parties may enter into one or more utility protective agreements for Developer reimbursements for the cost of construction of certain off-site and/or on-site improvements directly benefitting the Property and/or the Village. Reimbursements to Developer pursuant to any utility protective agreement(s) shall be paid to Developer by the Village.

(iv). **Non-Exempt Tax Payments**. The Developer shall pay any non-exempt taxes; however, the Developer shall also consider an application for sales tax relief on the materials purchased for site construction and equipment installation as provided for

under Ohio law and the Madison County Port Authority. The Village Administration shall support any such sales tax relief application.

(v). Conflict in Language. In the event that Developer and Village enter into any subsequent CRA, TIF, Utility Protective and/or Developer's Agreement(s) and the language in these various agreements conflicts with the terms and conditions set forth in this Pre-Annexation Agreement, the language in the CRA, TIF, Utility Protective and/or Developer's Agreements shall control.

Section 4. Approvals and Permit Regulations.

A. **Compliance Statement.** Nothing in this Agreement shall abrogate the duty of the Parties hereto or future developers from the zoning, development plan, and subdivision platting process before the Planning Commission, Board of Zoning Appeals, if necessary, and/or before the Village Council of the Village.

B. **Village Council Action.** The obligations of and agreements by the Village contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Village Council.

C. **Permits.** The Developer shall obtain all necessary permits from all regulatory levels of government to allow the Developer to build and develop the Property consistent with its intended use. Standards for permit approval and permit costs shall comply with all applicable standards (as may be set forth in the Village's Codified Ordinances or elsewhere) at the time of the approval of the rezoning application and/or a Preliminary Development Plan for future development of the Property. The Village agrees that all permits within the control of the Village will be processed within thirty (30) days of receipt or as otherwise determined by the operation of applicable law.

D. Dedication and Reservation. All utilities installed within the Village right-of-way shall be dedicated to the Village per Village ordinance(s), resolution(s) and/or policy. Public streets and other public road infrastructure shall be dedicated to the Village per Village ordinance(s), resolution(s) and/or policy, as applicable.

E. Insurance and Bonds. Developer will provide all required insurance per the ordinances or zoning resolutions of the Village. Developer will provide all required performance and maintenance bonds mandated by the ordinances of the Village.

Section 5. Miscellaneous.

A. Intent of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance/Resolution No. _____ on _____, 2025, the Village has authorized the execution of this Agreement.

B. Assignment. The Developer of the Property may assign this Agreement or any part thereof or any duty, obligation, privilege or right granted under this Agreement to any newly formed entity of which Developer is a member, or to any affiliate entity of which Developer is a member; such delegation of authority is expressly agreed to by the Parties. The Developer may also assign this Agreement, or any part thereof, or any duty, obligation, privilege or right granted under this Agreement to any non-related entity with the written consent of the Village, not to be unreasonably withheld upon determination of economic viability and fiscal responsibility of Assignee.

C. Public Notice and Hearings. All Village public hearings will occur in accordance with the applicable requirements of the ORC and the ordinances of the Village.

D. **Continued Agricultural Use.** The current agricultural use of the Property may continue uninterrupted per Section 1117.01(b) of the West Jefferson Codified Ordinances until the Property is rezoned. Upon rezoning of the Property, the current agricultural use may continue uninterrupted on all or a portion of the Property as determined by the Developer's phasing plans and shall be considered an existing non-conforming use.

E. **Duration of Agreement.** This Agreement shall be in place unless and until any CRA, TIF, Utility Protective and/or Developer's Agreements supersedes this Agreement.

F. **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement. This Agreement may also be terminated immediately and at any time by the Village, at its sole discretion, if Developer defaults on the terms of this Agreement. This Agreement may also be terminated immediately and at any time by the Developer, at its sole discretion, under the following circumstances:

- (i) the denial of the annexation by the Commissioners or the failure of Village Council to act to approve and support the annexation, rezoning and related development plans (preliminary or final) for the Property for the Developer's intended use; or
- (ii) the filing of an appeal of the decision of the Commissioners to approve the annexation or any other legal or administrative action seeking to overturn the Commissioners' approval of the annexation; or
- (iii) the filing of an appeal of the decision of the Village Council to approve the rezoning or related development plans (preliminary or final) or of any other legal or

administrative action seeking to overturn the Village Council's approval of rezoning or related development plan; or

- (iv) the rezoning approval is referred to a vote of the electorate; or
- (v) a building/construction moratorium or any other ordinance, resolution, or rule is enacted or adopted by the Village that negatively impacts the Developer's intended use of the Property; or
- (vi) sufficient level of electric power service is unavailable, that would, in the opinion of the Developer, adversely affect Developer's intended use of the Property; or
- (vii) that sufficient potable water and sanitary sewer services are unavailable, or unavailable at economically feasible pricing terms for the Developer's intended use of the Property; or
- (viii) the Developer does not close on the purchase of the Property.

G. Detachment. In the event of cancellation or termination as described above in Section 5(F), Developer or Owner shall have the right to detach the Property from the Village and the Village agrees to assent to the detachment/de-annexation from the Village all or part of the Property or to not oppose any petition to detach/de-annex part or all of the Property.

H. Entire Agreement, Merger Clause and Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein. The Village has reviewed other existing

and effective development agreements impacting this area and covenants that no additional road or sanitary sewer contributions or assessments are due and payable from the Property and no other existing or effective agreements impact the Property that are in effect or were established and/or controlled by the Village.

I. **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 shall be in writing and shall 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 shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, notices shall be addressed to:

(i) **to the Developer at:**

Sentinel Critical Operations, LLC
a Delaware Limited Liability Company
505 Fifth Avenue, 27th Floor
Attn.: Josh Rabina
Tel: 212.680.4501
Email: josh@rabina.com

(ii) **to the Owner at:**

(ii) **to the Village at:**

Mayor, Village of West Jefferson
28 East Main Street
West Jefferson, OH 43126

J. **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

K. **Modifications or Amendment of Agreement.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

L. **Effective Date.** This Agreement shall be effective on the last date on which Developer, or Village has executed this Agreement as set forth below each party's signature.

M. **Successors and Assigns.** It is intended that the covenants, easements, agreements, promises, recoupments and duties set forth herein shall be construed as covenants and commitments that run with the land and shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the parties hereto.

N. **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

SIGNATURES ON FOLLOWING PAGE

Village of West Jefferson, Ohio

Ray Martin, Mayor

Date

Approved as to Form:

Village Solicitor

SENTINEL CRITICAL OPERATIONS, LLC, as DEVELOPER

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF OHIO

COUNTY OF _____

On this day of _____, 2025, before me a Notary Public personally appeared the authorized _____, representative of Sentinel Critical Operations, LLC acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Sentinel Critical Operations, LLC and developer and owner of a controlling interest in Parcel Id. Number 05-00124.003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

This day of _____, 2025

INDEX OF EXHIBITS

- A. Description of Property
- B. Illustrative Concept Plan

The Village of West Jefferson Parks & Rec Special Events 2025

February 8-Valentine's Dance 6:00pm-8:00pm @ WJ Community Center

April 19- Egg Hunt 10am-1pm @ Converse Park

May 16- Friday Night Uptown 6:00pm-10:30pm

May 24-West Jefferson Municipal Pool Opens @ noon

June 2-Lunch & Learn Begins 11:30am-1pm (M,T, Th) @ WJ Community Center

June 15-Fishing Derby 10am-Noon @ Krazy Glue Pond

June 20-Friday Night Uptown 6:00pm-10:30pm

July 12- Fishing Derby 10am-Noon @ Krazy Glue Pond

July 18- Friday Night Uptown 6:00pm-10:30pm

August 5- National Night Out 6:00pm-8:00pm @ WJ Community Center

August 7 – Lunch & Learn final day 11:30am-1:00pm @ WJ Community Center

August 8 – Friday Night Uptown 5:30pm-10:30pm

August 15 – Pool Party w/Harvest Chapel 8:00pm-10:00pm@ WJ Pool

August 16 – Rain Date for Pool Party

August 16 – Freecycle 10:00am-2:00pm @ WJ Community Center

August 17- Last day of the pool season

October 25- Fall Festival 5:00pm-9:00pm @ WJ Community Center

November 29– Craft & Vendor Fair 9:00am-Noon @ WJ Community Center

December 19 – Youth Winter Formal Dance 6:00pm-8:00pm @ WJ Community Center

All events are subject to change.