



**FINANCE COMMITTEE
MONDAY DECEMBER 21, 2015**

COMMITTEE MEETING:

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I - Scott A. Barrett
Ward II - Leslie Kelly
Ward III - Cornelius McGrady III
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Kelly, McGrady, Clemens, Cotner, Long, Barrett, Skinner
Safety: Chmn Long, Skinner, Clemens, Kelly, Cotner, Barrett, McGrady
Service: Chmn Clemens, Barrett, Kelly, Cotner, Long, McGrady, Skinner
Finance: Chmn Cotner, Long, Clemens, Kelly, Barrett, McGrady, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a "Speaker Form" and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – December 7, 2015
4. Discussion
 - a. Appropriate Money for Workers Compensation and Unemployment
 - b. Request for City Council to Approve the Purchase of a BDA Device for the Police Building
 - c. Ordinance Authorizing Renewal of “Memorandum of Understanding - 2015 Franklin County Drug Task Force”. (First Reading 12/14/2015).
 - d. ORDINANCE TO MAKE AN INTERIM APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2016, AND DECLARING AN EMERGENCY. (First Reading 12/14/2015 Requesting Passage at Second Reading).
 - e. ORDINANCE MAKING TRANSFER OF FUNDS AMONG VARIOUS GENERAL FUND DEPARTMENTS, MAKING APPROPRIATIONS FOR THE PERMISSIVE TAX FUND FOR TREASURER FEES, MAKING APPROPRIATIONS FOR THE STREET FUND FOR WAGES-STAFF, MAKING APPROPRIATIONS FOR THE STREET FUND FOR GROUP INSURANCE, MAKING APPROPRIATIONS FOR THE SIDEWALK FUND FOR FEES, MAKING APPROPRIATIONS FOR THE VISITOR BUREAU FUND FOR AGENCY DISTRIBUTIONS, MAKING APPROPRIATIONS FOR THE DEMOLITION FUND FOR REFUND, MAKING APPROPRIATIONS FOR THE TAYLOR SQUARE TIF FUND FOR TREASURER FEES, MAKING APPROPRIATIONS FOR THE BRICE MAIN TIF FUND FOR AGENCY DISTRIBUTIONS, MAKING APPROPRIATIONS FOR THE KROGER TIF FUND FOR TREASURER FEES, AND DECLARING AN EMERGENCY. (First Reading 12/14/2015 - Requesting Passage at Second Reading).
 - f. ORDINANCE TO ADOPT THE REVISED BYLAWS OF THE TREASURY INVESTMENT BOARD. (Second Reading 12/14/2015)
 - g. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. –JEDD #1

- h. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. –JEDD #2
- I. AN ORDINANCE TO ENTER INTO A DEVELOPMENT AND COMPENSATION AGREEMENT AND DECLARING AN EMERGENCY.
- j. Disaster Recovery Hotsite Hosting Services.

FINANCE COMMITTEE MONDAY DECEMBER 7, 2015

COMMITTEE MEETING:

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Call to Order

PRESENT: Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner, Joseph

ABSENT:

2. Approval of Agenda

Chairman Cotner: I have two additions to the Agenda tonight. I will add the Franklin County Drug Task Force Agreement, Item L. And, the Local Government Innovation Program Grant, Item M. I would like to motion we add those two items to our agenda. Is there a second? Second by Councilman Long. All in favor say, "Aye", all opposed, " ". Ok Thank you.

3. Approval of Minutes

- a. Finance Committee – Committee Meeting – November 16, 2015

Minutes stand approved.

4. Discussion

- a. Ordinance to Make an Interim Appropriation for Current Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2016, and Declaring an Emergency.

Chairman Cotner: Mayor McCloud, do you have any comments on this, this evening?

Mayor McCloud: As I mentioned earlier, because of the ongoing negotiations with the number of collective bargaining units that affect so much of our payroll budget, which is the largest portion of our budget, we will be doing an interim budget until we get those final numbers. It doesn't need to be passed until the very last meeting of this calendar year.

Chairman Cotner: Any questions for the Mayor tonight? It looks like we can do two reading on this, and then we will look at an emergency at that point. I will make a motion we send this to Council for a first reading.

Minutes Acceptance: Minutes of Dec 7, 2015 7:30 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- b. Ordinance Making Transfer of Funds Among Various General Fund Departments, Making Appropriations for the Permissive Tax Fund for Tresurer Fees, Making Appropriations for the Street Fund for Wages-Staff, Making Appropriations for the Street Fund for Group Insurance, Making Appropriations for the Sidewalk Fund for Fees, Making Appropriations for the Visitor Bureau Fund for Agency Distributions, Making Appropriations for the Demolition Fund for Refund, Making Appropriations for the Taylor Square Tif Fund for Treasurer Fees, Making Appropriations for the Brice Main Tif Fund for Agency Distributions, Making Appropriations for the Kroger Tif Fund for Treasurer Fees, and Declaring an Emergency.

Mr. Harris: Thank you Chairman Cotner, Members of Council. As I do every year, when we have things that need more appropriations, and some we have too much appropriations, we have to move them around to have everything work out correctly at the State Auditor's Office. This is the initial one I have, as of right now. As we do payroll this week, and things come along, there may be some additions that will be made to this. But, if you look here, the General Fund, we unappropriated and appropriated the same amounts, so there was no increase in there. The rest of these under the Enterprise Funds, some of these Treasury fees went up, and there was a refund on the Demolition Fund, and the TIF Fund has to have additional distribution to the school because the ten years is up. So, most of these are small. Also, we will be needing a transfer from the unappropriated General Fund to the unappropriated Brice TIF Fund, in order to make debt service payment on that. If there are any questions on this, I will be glad to answer. If it is specifically on something that was spent, we will see if the Mayor, or the Directors here, can answer that particular thing for you.

Chairman Cotner: This is what you have until now? Are we going to do another one of these?

Mr. Harris: We are going to keep this open until the last meeting, and then whatever it is, whatever additions have to made to this, will be made prior to final passage. No, we are not doing this twice.

Chairman Cotner: Does anyone have questions for our Auditor? Ok, I will make a motion we send this to Council for our first read.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- c. Ordinance Authorizing City Auditor to Fund Health Savings Accounts for 2015 and Declaring an Emergency.

Mr. Harris: Thank you Chairman Cotner. As we do every year, I will need authorization from Council to make the payments to the HSA accounts to the employees who have HSA accounts that we are putting them into. And, just like it was last year, it will be up to \$2000 for individuals and up to \$4000 for people who have family coverage, and they will be put in sometime the first week of January. Since January first falls on a weekend, and the next week is payroll week, it may be Wednesday before we can get everything cleared here. Last time I checked, everyone wanted paid, they will not stay here if we do not pay them. This is just administrative in what we do here, as we have always done.

Chairman Cotner: The same thing on this one, a second reading on it and we pass it next week?

Mr. Harris: I just have to have it effective before January.

Chairman Cotner: Any questions? Then I will make a motion to send this forward to Council. There is no reason not to pass this one next week? Go ahead and do an emergency on it?

Mr. Harris: You can pass this one whenever you want. I will be getting a list from the HR department as to how much I pay each person based on whether they did their Biometrics and what kind of insurance they have.

Chairman Cotner: This one is not as hard to carry around as the budget.

Mr. Harris: It takes a few less pages. It is easier for me to send to April, to do zip files or any of that kind of stuff.

Chairman Cotner: Ok. Then I will make a motion that we go ahead and send this to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- d. Ordinance Unappropriating \$1,300.00 from Various Accounts in the Human Resources Department; and Appropriate \$1,300.00 to Account 110.582.5208 (Human Resources, Osha Supplies) from the Unappropriated General Fund, and Declaring an Emergency.

Mayor McCloud: Thank you Chairman Cotner. This is simply moving some funds within the HR department, from the 5300 account, to the 5200. This is not a request for new money, simply a reallocation.

Chairman Cotner: Does anyone have questions? This should be clearcut. We will make a motion to send this forward to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- e. Ordinance Authorizing Mayor to Enter into Contract for City Insurance and Declaring an Emergency.

Mayor McCloud: Thank you. This is our annual renewal of our property liability, automobile, and cyber security insurance. The amount is not to exceed \$177,500.00 and I am simply asking for authorization to enter into that contract.

Chairman Cotner: Questions for the Mayor on this one? I will go ahead and make another motion to send this forward to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- f. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. (First Reading 11/23/2015 - Requesting Passage as Emergency at Second Reading).

Ms. Bauman: I do ask if we could please add fixed asset tag number 1705. It is a 2000 Chevy K2500 4x4, that was removed from service so we would like to have that removed from the fixed asset list.

Chairman Cotner: Questions on this?

Councilman Long: We will be amending the original redraft date?

Ms. Bauman: Yes.

Chairman Cotner: We would like to pass this one next week also, to move it along. I will make a motion we send this forward to Council with recommendation for adoption as an emergency.

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RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- g. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (A) of Section 953.01 "Water Rate Schedule" OF CHAPTER 953 WATER CHARGES AND DECLARING AN EMERGENCY. (First Reading 11/23/2015 - Requesting Passage as Emergency at Second Reading).

Mr. Harris: Let me just start on this, because all three of these are kind of intertwined. There was a lot of talk last week about the amount of money we have in the Enterprise Funds, and to that, I need to explain to you. The purpose of the Enterprise Funds, these things operate like a business. And, the only way we can put money in these things is by increasing fees, and we don't transfer money from any other funds. If you look around at what other cities keep in these, it is very large amounts of money. Columbus keeps \$75,000,000.00 in the Sewer Fund, and \$50,000,000.00 in the Water Fund. Gahanna keeps \$2,000,000.00 in the Water Fund, \$2,000,000.00 in the Water/CIP Fund, \$3,000,000.00 in the Sewer Fund, and \$1,500,000.00 in the Sewer/CIP Fund. And, the reason they do this is, there are three things that the money has to go for: 1. The operation of the department. 2. Maintenance of the system. And, 3. Future expansion of the system. Now, we talked tonight about development along Summit Road. We have very limited opportunities because we do not have water and sewer to that particular area. The reason you have money in the water and sewer funds is because when you get opportunities for economic development, many times there are infrastructure needs, especially water and sewer, and stormwater, that have to be met. And, if there is no money in this fund, we have no way to do them. So, we cant say we are interested in doing economic development, if we don't have the resources to do it. And that is why we need money in these funds to do it. We have already lost one economic development opportunity on the east side of Taylor Road because we did not have the money to run the water and sewer under Taylor Rd. If you look historically at how important this is, the reason that the limited came to Reynoldsburg is that they were willing to run water and sewer to them. The reason you have the development at the ag lab right now is there was a major investment in water and sewer. The Taylor Square area was developed after there was a TIF agreement put in place to build \$8,000,000.00 worth of infrastructure. If you want to do economic development you have to have the resources to do it. Because of what happened a couple of weeks ago, we submitted you a different plan for the wastewater department, Mike will go over that with you, that has some deductions in it. But, folks if you want to do economic development, you have to put money on the table to have water and sewer for infrastructure on properties, so we can compete. You have hundreds of acres out in Etna Township that all have water and sewer and roads on them. Canal Winchester has three hundred acres with water, sewer, utilities, and infrastructure on them. We don't have anything. So, it is going to be real difficult for anybody to come in here and do economic development until we do something about getting in place for it to go, and having facilities for them to build on. With that, I will let Mike talk.

Minutes Acceptance: Minutes of Dec 7, 2015 7:30 PM (Approval of Minutes)

Councilman Barrett: Can I ask a question before we go on?

Chairman Cotner: Yes, of course, go ahead.

Councilman Barrett: That was a really good response. Thank you, it helped me kinda get there. But now, I'm hearing that this is not for operating, that you are trying to fill the piggy bank up for infrastructure.

Mr. Harris: It is for all three of them.

Councilman Barrett: Well, I don't know, I just got the hard sell for infrastructure.

Mr. Harris: Well, it's part of the deal.

Councilman Barrett: So, how much estimate to round this off? Will the 2% net this City. The 2% additional?

Mr. Harris: He has got the numbers on him for that. He can give you that. I can tell you, when Mark Kipp was here, to run the water from Taylor Road to Summit Road and bring it back down Main Street was \$2,500,000.00.

Councilman Barrett: Ok, I get that, but I am trying to figure out...

Mr. Harris: The numbers you have...I can't tell you where it is on here, but he will tell you.

Mr. Root: So, 2015's fund balance, this is an estimate because we have not gotten to the end of the year, but it is projected to end at \$751,580.00. With the 6%, which that is 4% that Columbus is charging us, and then the 2% above that, we are at a fund balance of \$771,944.00. So, it looks like a net gain of a little over \$20,000.00.

Councilman Barrett: How are we going to significantly impact that infrastructure, that you just pointed out wonderfully. I get it, \$8,000,000.00. How is \$20,000.00 going to impact that?

Mr. Harris: It's a start. We have to get to the point that this builds up. Now part of the other problem we have over the last few years is the water line loss, which is getting better. Which will also help. We need to get this balance up to a \$1,500,000.00. It is not going to happen in one or two years.

Councilman Barrett: I absolutely hear that. But, that \$20,000.00 a year is going to take a few years, like my next life time.

Mr. Harris: Well, it may be. But here is the thing, at some point in time, we are going to have to purchase some piece of property in order to have a place for development. And, at that time, if we have this thing building nicely, we can borrow money, and then increase the rates to pay that at that time. But, we have got to start getting this thing off of spending more

every year than we are taking in and get it going back up. If we can't get you to improve this, how do we go any further.

Councilman Barrett: I totally get it. But, to me, that is like trying to finance a Maserati with a paper route. Ok, you are asking for \$8,000,000.00 in infrastructure. I mean, this is a shark tank and I am telling you, I don't think that is going to work.

Mr. Harris: Nobody here is asking you to go out and borrow money or run these lines at this point. But, at some point we have got to start building this up. And, we start with small steps. We are not going to come in here and say we are going to raise rates 20%. Nobody is going to vote for that. But, we have to get this from going down every year to turn, and going up. Now, part of what is going to happen is, if the CIP keeps doing infrastructure on the old system, there is going to be some kind of additional savings. That becomes part of the ability to finance additional things in new infrastructure.

Councilman Barrett: Thank you.

Chairman Cotner: Yes sir, Mr. Burd.

Mr. Burd: I would like to add something to this, more so on the impact to the resident with this current increase. Councilwoman Kelly asked three weeks ago how this impacts an average water user in the City. Just talking strictly water now, it is forty-one cents more for every thousand gallons you use. So, anybody who want to find out how this will impact them, look at your bill, look at how many thousand gallons you use, and add forty-one cents for each additional thousand gallons. That comes out for an average user to about \$4.92 a quarter, which comes out to \$1.62 a month. We determine average by about 12,000 gallons of water. Some are way more, some are way less. A couple years ago, when we did the CIP fee, we did a random selection of addresses and 12,000 was the average. So, how this will impact the resident, just the water, it is a \$1.64 a month, for an average user, a little more if you use more, a little less if you use less. So, I just wanted to get that on the record so our residents were familiar with it.

Chairman Cotner: Ok. Mrs. Kelly.

Councilwoman Kelly: I have a couple of questions Nathan, and I know I did not ask specifically for sewer, but, did you by chance look at that for sewer as well.

Mr. Burd: Yes, and there are two things about sewer. The amended version that the Auditor just mentioned is a percent and a half, opposed to the 4% that we talked about before. At a 1.5%, for an average user, it is going to be \$.44 more per month. So, if that is the version you go with, that is what it would be. If you were to revert to the originally proposed sewer rate, it was going to be \$1.16 a month. So, with what is in front of you a month, combined water and sewer, for an average user, it would be \$2.08 more a month. Again, 12,000 gallons is the estimate.

Councilwoman Kelly: Ok, I have another question. I am pretty sure I understand the water piece. Looking at this sewer proforma, I am trying to understand the Clean River charge because that is coming out of, it use to be paid as part of the sewer, and now it is going to come out of stormwater. So, when I look down at the bottom of that page, it has Clean River charge, and it is still under the sewer/waste water rate schedule, so, are they combined there. Because, I am still seeing that, and I am assuming that when this says 1%, 2013, and then there is a 2% in '14, 3% in '15, 4.5 in '16, 5%, 5%, what am I looking at there?

Mr. Root: That is an Auditor's line. That is how they use to figure it out. But, in 2016, if you go up just below the Columbus Contract, you will see the Clean River charge, and if you look at '13, '14, '15, you see the numbers there? So, in '16, that is whited out, so that center line is no longer in effect.

Councilwoman Kelly: Ok, that kind of threw me there for a sec. So, that would be why, in 2017 and '18, and '19, there is a 0% increase in sewer?

Mr. Root: Possibly. There were discussions as to whether we can lower this and how low can we go. So, in the original one, we submitted the 4% with a goal of '17, and at least '18, not having another rate increase, unless Columbus goes 20%. We are estimating in '17 they will go up 5%, '18 they will go up 6%. If we do the original plan of the 4%, they would be paying \$7.55 per thousand gallons, and we would hope to have that rate for '16, '17, and possibly '18. 2019 is a little far out, we may have to adjust it by then. But, we are hoping on that route, to not have an increase for at least a couple of years. If we go with the amended version, in '16 Columbus is raising it 3%, we are raising it 1.5%, so we are going to be eating some of that cost from Columbus, because we are not even raising it to the 3%. So, it brings the rate down to \$7.37 per thousand gallons, but, '17 and '18 it is probably not going to stay at \$7.37. So, we do not necessarily look at next year, we try to go 3-5 years out, so that we are not doing it 4%-5%. Some of this is what Columbus is raising it.

Councilwoman Kelly: If we could jump real quick to the Water Fund Proforma. The 2016 estimate is \$771,944.00. The 2017 fund balance estimate is \$1,112,285.00. That is a pretty significant increase in fund balance comparatively from 2015 to '16. What are you accounting that for? Is it because of the increased service charge? That is where I see the biggest increase. It looks like from 2015-'16, the service charge increase, give or take, is about 600,000. I am trying to figure out why that is such a big jump there. The line for service charges under revenue. We are trying to figure out why the balance would be so much higher.

Mr. Root: Well, we are raising it 6% this year. So, going into '17, that should be our revenue. Now, it is based off of our usage, so this year, we had a lot of rain for a lot of months, that affects our revenue. People are not using the water as much, so that brings it down. But, the service charge is based on the Auditor's office. They come up with what we have been collecting and that would determine what the revenue would be for that year. So, what they do, they are just going up 3%, for next year they go up 4%. For '17, Columbus is saying they are going to raise it 6%. So, that is what generates that revenue, we are raising it 6%.

Councilwoman Kelly: But what I am seeing, if Columbus is raising it, that we would be paying more to them. I am just trying to understand because I look from '13 to '14, and '14 to '15, and I do not see as large of an increment, of an increase. And then, when you went from \$770,000 something, to over a million. That is a larger increase. Then, the next year is not quite as large. And, then the last year, it is over \$2,000,000.00.

Mr. Harris: The biggest part of that is, by '17, and sometime in '16, and they have affected '17, they are also going to go to monthly billing so we will not have as much on liability. Because they bill quarterly now.

Councilwoman Kelly: Well, it looks like we are building up that fund.

Mr. Harris: No we are not.

Councilwoman Kelly: Well, by 2018, we will be over \$2,000,000.00.

Mr. Harris: At this point, they are two months behind by the time that we collect money. We have money out there that we have paid that we have not collected yet, because we bill quarterly. So, we show a big liability on this, ok.

Councilwoman Kelly: But, just looking at your fund balances, I think it was by 2018, it would be over \$2,000,000.00.

Mr. Root: \$1,500,000.00.

Councilwoman Kelly: Then, what is the next one? Is that 2019? So 2019. I'm saying, it looks like we are moving in that...

Mr. Harris: That doesn't include CIP usage.

Councilwoman Kelly: But it looks like that is where you had talked about that some other towns had \$2,000,000.00 and \$1,500,000.00. So, it looks like we are getting there.

Mr. Harris: Yeah, that is the whole idea that we get this to the point that we will have money to do this.

Councilwoman Kelly: Ok, thank you.

Chairman Cotner: It doesn't look like there are any other questions at the moment. Anything else on that next piece of it? I know we were trying to dissect it a little bit at a time.

Councilman McGrady: Let me get something off my chest.

Chairman Cotner: Ok, Councilman McGrady.

Councilman McGrady: Dick, you and I have been emailing back and forth. Explain to me why we can not use the CIP.

Mr. Burd: What about it?

Councilman McGrady: To pay this project. I can not think of the name of the project off the top of my head.

Mr. Burd: I do not know what you are talking about.

Councilman McGrady: I asked you what we are generating in the CIP.

Mr. Burd: \$1,000,000.00 a year.

Councilman McGrady: Yeah, yeah. So, my question is, why cant that...

Mr. Burd: Because we are using a \$1,000,000.00 a year to do infrastructure improvements. The money that comes in, goes out. We do cash projects for those. So, this year we did Mel's street, Furth Drive. We did a sewer rehab, Creston Nimes area. We do not have a balance in that account. We get it and we spend it. And, we are doing cash projects. And so, that does not relate at all to our regular operating expenses, or the water rate discussion. Ours is \$1.50 per thousand gallons. That is a CIP fee. All of it gets used on CIP projects. And so, it is really a separate conversation from what we are talking about now.

Councilman McGrady: Thank you, Sir.

Chairman Cotner: Next set of information. Do you have more that you are going to share on things?

Mr. Burd: Are we still on the water rates?

Chairman Cotner: I'm not quite sure, we kind of hit the brakes to make sure everybody was onboard there.

Mr. Burd: I think we did G. and H. Together, but we can do whatever you like in terms of... I do think you need to do something with G., if we are officially moving on to H.

Chairman Cotner: Since we have kind of lumped them all together, I want to make sure...

Councilwoman Kelly: Sorry, I think I took over.

Chairman Cotner: That is fine. Again, these are questions we want to make sure everyone is clear on, so not a problem. We could go ahead and send these forward. Is everybody comfortable moving forward? I will make a motion to send Item G. forward to Council, the water rates, and declare an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- h. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (C) of Section 945.02 “Rate Schedule” OF CHAPTER 945 SEWER CHARGES AND DECLARING AN EMERGENCY. (First Reading 11/23/2015 - Requesting Passage as Emergency at Second Reading).

Chairman Cotner: Item H, then, we need to get into the discussion of which schedule we want to send forward. We have got the two proposals with rates.

Chairman Long: I thought he had already amended and we were sending the amended forward. Why even discuss that?

Chairman Cotner: If we want to send the amended one forward, that is what we are discussing. So, it seems like we want to go with the lower rate and use the amended version. Fine, we will make a motion to send Item H., the amended version forward to Council, with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- i. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: CHAPTER 958 STORMWATER CHARGES - Section 958.06 “Equivalent Residential Unit Assignment” AND DECLARING AN EMERGENCY. (First Reading 11/23/2015 - Requesting Passage as Emergency at Second Reading).

Chairman Cotner: Do you need to elaborate on this one then, to make sure we are all...? This is the one that is pulled out?

Mr. Burd: This is the fee that is being pulled out of the sewer fund and is going to be paid out of the stormwater fund. It averages between \$50,000.00 and \$60,000.00 per month. So, we will start paying it out of a different fund. That is all this is.

Chairman Cotner: Is everybody clear on that? Ok, good. It just seems like there was so much confusion a couple of weeks ago.

Mr. Burd: It is really complicated. So, if you do have questions before passage, call us, email us. We will be back whenever. But, that's why we are doing this.

Chairman Cotner: Ok. Councilman Barrett.

Minutes Acceptance: Minutes of Dec 7, 2015 7:30 PM (Approval of Minutes)

Councilman Barrett: I think I got through it last time. But, up to now, that money is paid for out of the wastewater fund, the sewer fund.

Mr. Harris: Wastewater and sewer are the same thing.

Councilman Barrett: Now we are breaking it out?

Mr. Harris: It is going to go to the stormwater fund, which it should have gone to many, many years ago.

Councilwoman Kelly: Then, over time, you will not see it there anymore.

Councilman Barrett: Explain to me again, why doesn't that create a surplus in the sewer fund?

Mr. Harris: That is why you got the amended thing.

Councilman Barrett: Great, thank you.

Mr. Harris: No, thank you.

Chairman Cotner: Anyone else? Then we will make a motion to send Item I., ordinance to amend Chapter 958, Stormwater Charges to Council, with a recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

j. Ordinance to Adopt the Revised Bylaws of the Treasury Investment Board. (First Reading 11/23/2015)

Chairman Cotner: Questions, comments? I will make a motion that we send that forward to Council for a second reading.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Cornelius McGrady III, Ward III	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- k. Ordinance Authorizing Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from Morpc, and the State Watershed Programs with Odnr and Ohio Epa and Declaring an Emergency. (First Reading 11/23/2015 - Requesting Passage as Emergency at Second Reading).

Chairman Cotner: Questions, comments. No, then I will make a motion that we send this one forward to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- l. Ordinance Authorizing Renewal of "Memorandum of Understanding - 2015 Franklin County Drug Task Force".

Chief O'Neill: Thank you Chairman Cotner. This is basically a renewal of our commitment with the Franklin County Drug Task Force. We currently have Detective Ty Downer, who has been involved with the task force for the last even years. Included in this task force are members from the Franklin County Sherriff's Department, the DEA, the FBI, Genoa Township, Westerville, and a couple of other suburbs from around the beltway. It has been a real productive relationship that we have had with them, and we are just asking for approval to continue it. There is no financial commitment on our part other than his salary and a percentage of his overtime which we would pay anyway. And, I do not have the exact numbers, but we have seen a considerable number of high dollar seizures that we have received our percentage of, that has allowed us to fund some major purchases over the last half dozen years.

Chairman Cotner: Does anyone have questions for the Chief on this one? Then I will make a motion that we send this forward Council with a recommendation for adoption as an emergency.

Chief O'Neill: They are not requiring it. This is one of these deals where they realize we have got a lot of agencies involved and they don't think anyone is going to get it done before the beginning of the year anyway, if it has to run its full course.

Chairman Cotner: Ok, then we will go ahead and send it not as an emergency. I will make a motion that we send it for its first reading.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- m. A Resolution in Support of Participation in the Franklin County Police Chief's Association Regional Shared Services System Local Government Innovation Fund Application with Respect to the Justice Education Pathway AND DECLARING AN EMERGENCY.

Chief O'Neill: We have been invited by a collaboration by Columbus State Community College and Franklin University to participate in a feasibility study. What they are trying to do is group together members of local law enforcement, and consolidate our training efforts. The benefits are two-fold for us. Number one, it will allow us access to high quality instructors at the college level to come in and teach our police training. There are a lot of areas right now where we are really good at doing the training. Other areas we may not have the expertise, diversity training, dealing with the mentally ill, things like that. Typically we handle most of our training in house. If we are going to try and train our whole department, the cost effectiveness of sending the entire department somewhere else for training, is an absolute nightmare. This will allow us access to online programs that they are going to develop where we can't handle all the training in-house. Again, this is a feasibility study. It is a grant for them to look at rather or not we have the ability to do this. Right now, we don't have the ability to do this on all of our training and hopefully this will allow us to do it. The other side of the coin is, they will develop programs where our officers that do attend the training, will receive college credits if they want to further their education if they want to look at an Associates' Degree or a Bachelor's, they will have a head start on that. They have to attend the training to do the job anyway. They are trying to look at a way to attack from both ends. Again, there is no financial commitment on our part. They just want a commitment that we will be involved in the study. We will provide them officers when they need them, and background information about our current training.

Chairman Cotner: This one you need to get done right away?

Chief O'Neill: Yes, this is the one they are trying to get submitted by the end of the year.

Chairman Cotner: Questions for the Chief on this issue? Then I don't see any reason not to go ahead and send this to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/14/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Scott A. Barrett, Ward I	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

City Auditors Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **December 21, 2015****TO:** **Finance Committee****RE:** Appropriate Money for Workers Compensation and Unemployment

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government

Request Council appropriate \$10,600.00 from the unappropriated General Fund to the following accounts 110.595.5164 Workers Compensation \$1,400.00, 110.595.5165 Unemployment Compensation \$7,200.00, and 110.534.5336 Civil Service Medical Services \$2,000.00

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE:	December 21, 2015
TO:	Finance Committee
RE:	Request to Purchase BDA Device for Police Building

Emergency/Suspension: Emergency

Statement of necessity: Absence of device creates a safety hazard for employees

The Reynoldsburg Division of Police is asking for the approval from City Council to purchase a BDA device for the Police Department building. The absence of this device in the building is causing a safety hazard for employees and interfering with internal daily operation. Attached you will find a memorandum with detailed information on the necessity of this device. Also attached is a price quote from REM for the installation. RPD request the money come from the Special Law Enforcement Account (290.111.5529) for the purchase of this device.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

4.b.a

MEMORANDUM

Date: 12 November 2015

To: Chief J. O'Neill #79

From: LT R. Wright #90 *prg*

Subject: Request to Purchase BDA Device for Police Building

As you are aware personnel are unable to receive and transmit from their portable radios while within the confines of the police building, particularly in the squad support area. This has created a safety hazard as supervisors are unable to monitor and respond to radio traffic while on station handling administrative tasks. Additionally, officers on station are unable to hear radio traffic to quickly respond to an officer in need.

I attempted to have the radio traffic routed from the dispatch console into our building intercom speakers. This course of action has been a failure:

1. The Director of Maintenance stated the IT Director would need to handle this task since it involves the phones. I reached out to the IT Director several times with no success on accomplishing this course of action. He never stated he could not complete the task, he says he needs support from Mitel to complete. We are going on week number five without the task being worked on or completed.
2. Even if the radio traffic is routed through the speakers, supervisors could not immediately respond to officers asking for their assistance as they would be unable to transmit.
3. Continuous radio traffic over the intercom speakers could interfere with internal operations of the police department.

The most efficient and guaranteed way to solve the radio traffic issue is the installation of a BDA device. I received recommendations to install this device from the Administrator of the Franklin County MARCS Program and our REM Technician.

I request the following actions:

- Request use of monies from Special Law Enforcement Account 290.111.5529 to purchase and install a BDA device at the cost of \$12,897.50 (see attached quote).
- Request waiving the competitive bidding process to accept REM to complete the installation. REM has handled all installation of our MARCS radios and

Attachment: BDA Purchase Memo (1275 : Request to Purchase BDA Device for Police Building)

devices as of this date. They are also our sole support for our radio system as they are the only Kenwood dealer in the immediate area; we use primarily use Kenwood equipment.

- Request this is read as emergency legislation as the absence of this device creates a safety hazard for employees.

R.E.M. COMMUNICATIONS INC
 2625 JOHNSTOWN RD
 COLUMBUS, OH 43219
 MARK LANDRY
 CELL 614-207-6409
 OFF 614-258-9985
 FAX 614-258-9986
 11-11-2015

**QUOTE FOR REYNOLDSBURG POLICE
 ATTN: LT. WRIGHT**

PHASE I BDA QUOTE

1- 356949 CSI 700/800 27DB BDA AMP		\$ 6825.00
2- 353447 CSI 700/800 DONAR ANTENNAS	\$ 250.00 EA	\$ 500.00
1- 476434 POWER DIVIDER		\$ 170.00
150' SI-600 CABLE	\$ 2.75 FT	\$ 412.50
8- N MALE CRIMP CONNECTOR FOR SI CABLE	\$ 15.00 EA	\$ 120.00
150'- 334086 ½" PLENUM AIR CABLE	\$ 3.50 FT	\$ 525.00
2- 518197 LMR 2' JUMPER NM/NF	\$ 60.00 EA	\$ 120.00
2- 314961 LMR 3' JUMPER NM/NM	\$ 70.00 EA	\$ 140.00
8- 317465 N MALE ½" PLENUM	\$ 30.00 EA	\$ 240.00
1- 444197 GROUNDING KIT		\$ 35.00
1- 18264 WEATHERPROOFING KIT		\$ 25.00
1- 20573 LIGHTNING ARRESTOR N/F		\$ 90.00
1- 574553 CSI 2 WAY SPLITTER		\$ 150.00
2- 575881 CSI OMNI INDOOR ANTENNA	\$ 110.00 EA	\$ 220.00

Attachment: BDA Price Quote (1275 : Request to Purchase BDA Device for Police Building)

1- MOUNTING HARDWARE FOR DONAR ANTENNAS	\$ 625.00
1- LABOR TO INSTALL, PROGRAM AND TEST	\$ 2700.00
TOTAL	\$ 12897.50

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: December 21, 2015**TO: Finance Committee****RE:** ORDINANCE AUTHORIZING RENEWAL OF “MEMORANDUM OF UNDERSTANDING - 2015 FRANKLIN COUNTY DRUG TASK FORCE”. (First Reading 12/14/2015).

The Reynoldsburg Division of Police request for City Council Members to approve the renewal of the Franklin County Drug Task Force Agreement. Please reference the attached Drug Task Force Agreement. The agreement was originally approved under Ordinance number 23-12 (attached). The agreement has been updated and therefore requires approval.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

4.c.a

MEMORANDUM

Date: 4 December 2015

To: Chief/City Council

From: LT R. Wright #90

Prop
JP

Subject: Request to Renew Franklin County Drug Task Force Agreement

Current Situation:

Please reference the attached Drug Task Force Agreement. The Agreement was originally approved under Ordinance number 23-12 (attached). This Agreement has been updated and requires renewal. Our agency still benefits from our participation in this task force through supplemented man power for larger scale narcotics operations, reimbursement of overtime funding for the detective assigned, and percentage of seizures and forfeitures.

Request:

I request the following:

- This request is considered an add to the current agenda for meeting scheduled on 7 December 2015.
- Request approval to renew the Agreement.

Attachment: Franklin Co Drug Task Force (1272 : Renew Franklin Co Drug Task Force Agreement)

ORDINANCE NO. 23-12

PASSED: May 14, 2012

Certified True Copy

Nancy C. Frazier
Acting Clerk of Council
copy

ORDINANCE AUTHORIZING RENEWAL OF "MEMORANDUM OF UNDERSTANDING - 2012 FRANKLIN COUNTY DRUG TASK FORCE" AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the renewal of the Memorandum of Understanding - 2012 Franklin County Drug Task Force (document received by Council April 18, 2012) is hereby authorized.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public health and safety; and further in order to have the M.O.U. in place, which provides for combined efforts to combat drug trafficking in the Franklin County area; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
 Doug Joseph, President of Council

ATTEST: *Nancy C. Frazier*
 Nancy C. Frazier, Clerk of Council

APPROVED: *Bradley L. McCloud* DATE *5/16/12*
 Bradley L. McCloud, Mayor

CERTIFICATE

I, Nancy C. Frazier, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 23-12 as passed by Council of said City on the 14th day of May 2012 and as recorded in the Record of Proceedings of said Council.

Nancy C. Frazier
 Nancy C. Frazier, Clerk of Council

Filed with Mayor: *5-16-12*

Published: _____

Attachment: 23-12 (1272 : Renew Franklin Co Drug Task Force Agreement)

DRUG TASK FORCE AGREEMENT

This drug task force agreement is between the FRANKLIN COUNTY SHERIFF, the sheriff of Franklin County, Ohio (the "**Sheriff**"), the CITY OF UPPER ARLINGTON, a municipal corporation in Franklin County, Ohio ("**Upper Arlington**"), the CITY OF REYNOLDSBURG, a municipal corporation in Franklin County, Ohio ("**Reynoldsburg**"), the CITY OF GROVEPORT, a municipal corporation in Franklin County, Ohio ("**Groveport**"), and the CITY OF WORTHINGTON, a municipal corporation in Franklin County, Ohio ("**Worthington**") (those municipal corporations, the "**Municipalities**").

Section 737.04 of the Ohio Revised Code authorizes municipal corporations to enter into agreements with county sheriffs and other municipal corporations to allow the municipal corporations' police officers to work in a multijurisdictional drug task force. The Sheriff organized the Franklin County Drug Task Force (the "**Drug Task Force**") to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity. Pursuant to Ohio Revised Code sections 311.29 and 737.04, the parties want to enter into an agreement for the use of police services and police equipment in the Drug Task Force.

The parties therefore agree as follows:

1. **Establishment of the Drug Task Force.** This agreement memorializes the establishment of the Drug Task Force that was organized by the Sheriff to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity.
2. **Personnel; Equipment.** (a) The Sheriff and each of the Municipalities shall provide at least one Deputy Sheriff or Police Officer, respectively, to work in the Drug Task Force.

(b) The Sheriff and any of the Municipalities may provide equipment (the "**Equipment**") for use by any party in the Drug Task Force. Ownership of the Equipment will not transfer because of its use by any party in the Drug Task Force.
3. **Command Structure.** The Sheriff shall designate one Deputy Sheriff as the Task Force Commander. The Task Force Commander will command all Personnel in the performance of Task Force Operations. All Personnel will perform Task Force Operations under the direction of the Task Force Commander. The parties intend that Personnel, when performing Task Force Operations, remain employees of the respective employing parties. If the Task Force Commander determines that a Police Officer should not perform Task Force Operations, the Task Force Commander will request that the employing Municipality remove the Police Officer from the Drug Task Force. Upon receipt of such a request by the Task Force Commander, the Municipality shall cause its Police Officer to cease performing Task Force Operations and shall replace the removed Police Officer with another Police Officer.
4. **Collaboration Board.** (a) The Drug Task Force will be governed by a Collaboration Board (the "**Collaboration Board**"). The Collaboration Board will consist of the Sheriff and the Chief of Police from each of the Municipalities. The Sheriff may designate a Deputy Sheriff to serve as the Sheriff's representative on the Collaboration Board (the "**Sheriff's Designee**"). A Chief of Police may designate a Police Officer that is employed by the Municipality of the Chief of Police to serve as the respective representative on the Collaboration Board (a "**Municipality's Designee**"). For any Board Meeting in which a Sheriff's Designee or a Municipality's Designee attends, the Sheriff's Designee and

the Municipality's Designee will have the same powers as the Sheriff or Chief of Police, respectively. The Sheriff is not required to compensate Board Members for their participation in the Collaboration Board. The Collaboration Board will meet at least once every three months.

(b) The Collaboration Board will establish policies to govern all Personnel in the performance of Task Force Operations. The parties shall abide by all policies established by the Collaboration Board. Any policy may be established at a Board Meeting by a majority of a quorum of Board Members. A majority of all Board Members will constitute a quorum. The Collaboration Board will review its policies at least once every two years. Policies established by the Collaboration Board must be consistent with the provisions of this agreement.

5. **Responsibility for Conduct; Immunity.** The parties intend that a Deputy Sheriff or Police Officer will be acting within the scope of the Deputy Sheriff's or Police Officer's employment while performing Task Force Operations. The parties shall cause each Deputy Sheriff and Police Officer to abide by the policies of the Collaboration Board and the policies of the Deputy Sheriff's or Police Officer's respective employer. If there is a conflict between a policy of the Collaboration Board and a policy of the Deputy Sheriff's or Police Officer's respective employer, the policy of the Collaboration Board will not supersede the policy of the Deputy Sheriff's or Police Officer's respective employer. The parties intend that the immunities provided under Chapter 2744 of the Ohio Revised Code will apply to all Personnel while performing Task Force Operations. Police Officers will not be deemed to be Deputy Sheriffs, nor will Police Officers be agents or employees of Franklin County or the Franklin County Sheriff. Each Municipality shall assume all liability for the actions of their respective Police Officers.

6. **Funding.** The Sheriff states that he is the implementing agency for an award of grant funding made by the Ohio Office of Criminal Justice Services to the Franklin County Board of County Commissioners for project periods of February 1, 2014, through June 30, 2015, and July 1, 2015, through June 30, 2016. The Sheriff states that he intends to continue serving as the implementing agency for any future grant funding that is awarded to the Franklin County Board of County Commissioners. The Municipalities acknowledge that the Grant Funds are the only source of reimbursement for overtime expenses under section 7.

7. **Compensation; Reimbursement.** (a) The parties intend that each party will pay its Deputy Sheriffs or Police Officers, respectively, regular wages and any applicable overtime and benefits. If Grant Funds are available for disbursement as reasonably determined by the Sheriff, the Sheriff shall reimburse, not to exceed \$17,000 per party per year, each Municipality for overtime wages, Medicare contributions not to exceed 1.45% of a Police Officer's gross wages, and contributions to the Public Employees Retirement System ("PERS") or the Ohio Police and Fire Pension System ("OP&F"), as applicable, not to exceed 18.1% of a Police Officer's gross wages. To be reimbursed, a Municipality must submit to the Sheriff no later than the twentieth day of the month immediately following the close of each calendar quarter (e.g., no later than April 20, for the first calendar quarter of months January, February, and March) an invoice that documents the overtime expenditure for the immediately preceding calendar quarter that was made by the Municipality to the Police Officer. The reimbursement rate for overtime will be one and one-half times the rate of regular wage for the Police Officer. The Sheriff will not be required to reimburse a Municipality for overtime wages, Medicare contributions, and PERS or OP&F contributions paid by a Municipality for a Police Officer where:

(1) the Municipality receives federal funding for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer, and

(2) the Municipality has not exhausted the federal funding available to the Municipality for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer.

(b) To the extent allowed under a grant from which Grant Funds are provided for the Drug Task Force and to the extent that Grant Funds are available, the Sheriff shall reimburse a Municipality for reasonable travel and registration expenses paid by a Municipality for a Police Officer to attend a training event that relates to Task Force Operations. To be reimbursed under this section 7(b), a Municipality shall obtain approval for reimbursement from the Task Force Commander before the Municipality pays the travel and registration expenses; and, after payment of the expenses, the Municipality shall submit to the Task Force Commander a request for reimbursement, which must include proof of the Municipality's payment of the travel and registration expenses. In lieu of reimbursing a Municipality, the Sheriff may at the Sheriff's option pay a vendor directly for a Police Officer's travel and registration expenses under this section 7(b). If the amount of Grant Funds is insufficient to reimburse fully a Municipality's expenses, the Sheriff may reimburse partially the Municipality.

8. Task Force Account; Purchases. (a) The Sheriff shall establish and maintain an account with a financial institution to deposit, in accordance with the procedures and formulae set forth in section 9, and hold such deposited monies seized by the Drug Task Force for use by the Drug Task Force in performing Task Force Operations (the "**Task Force Account**"). Each calendar year, the Sheriff shall review the account balance of the Task Force Account as of December 31 of the year immediately preceding the calendar year of the Sheriff's review; if the balance of the Task Force Account exceeds of \$100,000, the Sheriff shall withdraw from the Task Force Account the amount that exceeds \$100,000 and distribute an equal proportion of that amount to each party, including the Sheriff. For any Municipality that withdraws from this agreement under section 10(b), the Sheriff will not be required to include that Municipality in the distribution under this section 8(a) for the year in which the Municipality withdrew.

(b) From funds in the Task Force Account, the Sheriff may purchase equipment for use by Personnel in Task Force Operations (the "**Task Force Equipment**"). The Sheriff may transfer to a Municipality ownership of Task Force Equipment. For all Task Force Equipment that is not transferred to a Municipality, the Sheriff will own the Task Force Equipment.

9. Asset Forfeiture Sharing. (a) For each deposit by the United States Marshals Service of asset forfeiture proceeds into a bank account that is maintained by the Sheriff, the Sheriff shall disburse the funds from the deposit as follows: 20 percent to the Task Force Account and 80 percent to the parties that participated in the asset forfeiture, in accordance with section 9(c).

(b) For each deposit of asset forfeiture proceeds from any entity other than the United States Marshals Service into a bank account that is maintained by the Sheriff, the Sheriff shall apply the funds from the deposit in the following order:

(1) Pay the costs of the seizure, storage, maintenance, security, and sale of the property and the costs of the forfeiture proceeding;

(2) In a criminal forfeiture case, satisfy any restitution ordered by the court to the victim of the offense; or in a civil forfeiture case, satisfy any recovery ordered by the court for the person harmed, if unpaid from other assets;

(3) Pay the balance due on any security interest preserved under Chapter 2981 of the Ohio Revised Code; and

(4) Apply the remaining amount as follows:

(A) If the forfeiture was ordered by a court other than a juvenile court, pay 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney and 75 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c); or

(B) If the forfeiture was ordered by a juvenile court, 10 percent to an alcohol and drug addiction treatment program that is certified by the Ohio Department of Mental Health and Addiction Services, 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney, and 65 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c).

(c) The Sheriff will determine which parties participated in each asset forfeiture case. For any proceeds to be disbursed to participating agencies, the Sheriff shall distribute the proceeds according to the percentage of Deputy Sheriffs or Police Officers that participated in the asset forfeiture case (the "**Allocation Factor**"). The Allocation Factor for each party is:

(1) the total number of a participating party's Deputy Sheriffs or Police Officers that were involved in the asset forfeiture case, divided by

(2) the total number of all Deputy Sheriffs and Police Officers that were involved in the asset forfeiture case.

For any Part-time Deputy Sheriff or a Part-time Police Officer that is involved in an asset forfeiture case, the Part-time Deputy Sheriff or Part-time Police Officer will equal one-half of a Deputy Sheriff or Police Officer, respectively, in the calculation of the Allocation Factor. If the Sheriff terminates this agreement or a Municipality withdraws from this agreement under section 10, but at least one Police Officer was involved in an asset forfeiture case before the Sheriff's termination or the Municipality's withdrawal, the Sheriff shall include the Municipality in the disbursement of asset forfeiture funds under this section 9.

10. Termination; Withdrawal. (a) The Sheriff may terminate this agreement for any reason by giving each Municipality at least 30 days' prior notice.

(b) Any Municipality may withdraw from the Drug Task Force and this agreement by giving the parties at least 30 days' prior notice. To be valid, a Municipality's withdrawal must be approved by the legislative authority of the Municipality.

11. Definitions. For the purposes of this agreement, the following definitions apply:

"**Board Meeting**" means a meeting of the Collaboration Board.

"Board Member" means a member of the Collaboration Board.

"Chief of Police" means the chief of police of a Municipality's police department.

"Deputy Sheriff" means a deputy sheriff that is employed by the Sheriff and performs Task Force Operations for the Drug Task Force.

"Grant Funds" include grant funding, for the project periods of February 1, 2014, through June 30, 2015; and July 1, 2015, through June 30, 2016; and any future project period, awarded to the Franklin County Board of Commissioners for which the Sheriff is the Implementing Agency.

"Part-Time Deputy Sheriff" means a Deputy Sheriff that works in the Drug Task Force less than 30 hours per week.

"Part-Time Police Officer" means a Police Officer that works in the Drug Task Force less than 30 hours per week.

"Personnel" means the Deputy Sheriffs and Police Officers that perform Task Force Operations for the Drug Task Force.

"Police Officer" means a police officer that is employed by a Municipality and performs Task Force Operations for the Drug Task Force.

"Task Force Commander" means the Deputy Sheriff that the Sheriff designates to command all Personnel in the performance of Task Force Operations.

"Task Force Operations" means the functions performed by Personnel for the Drug Task Force that relate to the enforcement of drug laws and other laws related to illegal drug activity.

12. Assignment. The parties shall not assign any of their rights or delegate any of their obligations under this agreement to any other entity.

13. Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

14. Notices. (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 14(d), a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 14.

To the Sheriff: Franklin County Sheriff
373 South High Street, Floor 2B
Columbus, OH 43215
Attention: Director of Administrative Services

To Upper Arlington: Upper Arlington Police Chief
3600 Tremont Road
Upper Arlington, OH 43221

To Reynoldsburg: Reynoldsburg Police Chief
7240 East Main Street
Reynoldsburg, OH 43068

To Groveport: Groveport Police Chief
5690 Clyde Moore Drive
Groveport, OH 43125

To Worthington: Worthington Police Chief
6555 Worthington Galena Road
Worthington, OH 43085

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. on the next business day.

15. Severability. The parties intend as follows:

- (1) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- (2) that if an unenforceable provision is modified or disregarded in accordance with this section 15, then the rest of the agreement will remain in effect as written; and
- (3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

17. Governing Law. The laws of the state of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. As the exclusive means to enforce any provision of this agreement, a party may file a lawsuit in a court of competent jurisdiction in Franklin County, Ohio.

18. Entire Agreement. This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated underneath that party's signature.

FRANKLIN COUNTY SHERIFF

By: _____
 Zach Scott, Sheriff
 Date: _____, 2015

APPROVED AS TO FORM:

Ron O'Brien, Franklin County Prosecuting Attorney
 By: _____
 Name: _____
 Assistant Prosecuting Attorney
 Date: _____, 2015

CITY OF UPPER ARLINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Jeanine Hummer
 Upper Arlington City Attorney
 Date: _____, 2015

CITY OF REYNOLDSBURG

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 James Hood
 Reynoldsburg City Attorney
 Date: _____, 2015

CITY OF GROVEPORT

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Kevin Shannon
 Groveport Director of Law
 Date: _____, 2015

CITY OF WORTHINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Pamela Fox
 Worthington Director of Law
 Date: _____, 2015

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: December 21, 2015

TO: Finance Committee

RE: ORDINANCE TO MAKE AN INTERIM APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2016, AND DECLARING AN EMERGENCY. (First Reading 12/14/2015 Requesting Passage at Second Reading).

Emergency/Suspension: Emergency

Statement of necessity: To have in place by Jan 1.

Please see the attached documents. (City Atty budget came in after the other document was attached)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number		Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110				
Department	000				
Transfers/Other					
5501		Transfers	\$0.00	\$0.00	\$0.00
5519		Miscellaneous Costs	\$0.00	\$0.00	\$0.00
5529		Miscellaneous Distributions	\$0.00	\$0.00	\$0.00
Total: Transfers/Other			\$0.00	\$0.00	\$0.00
Department Total: General			\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	111	Police Division		
Personal Services				
5101	Salary-Elected Officials/Director	\$74,101.47	\$75,643.00	\$0.00
5102	Wages-Staff	\$624,679.77	\$659,217.00	\$651,492.00
5104	Wages-Part time	\$117,045.91	\$112,533.00	\$108,986.00
5105	Overtime	\$275,003.05	\$260,000.00	\$260,000.00
5106	Longevity	\$54,545.00	\$59,300.00	\$59,300.00
5109	HSA Employer Funding	\$235,416.67	\$246,000.00	\$234,000.00
5111	Wages Chief	\$100,429.30	\$102,518.00	\$102,518.00
5113	Wages Enforcement	\$4,243,748.75	\$4,438,082.00	\$4,482,272.00
5151	PERS Contribution	\$114,577.03	\$119,300.00	\$107,314.00
5152	PFDPF Contribution	\$793,548.66	\$860,682.00	\$943,218.00
5155	PERS Pickup	\$41,943.24	\$42,990.00	\$42,502.00
5156	PFDPF Pick Up	\$142,562.13	\$46,788.00	\$0.00
5161	Group Insurance	\$951,436.31	\$963,506.00	\$915,730.00
5166	Medicare	\$79,089.31	\$82,218.00	\$81,608.00
Total: Personal Services		\$7,848,126.60	\$8,068,777.00	\$7,988,940.00
Supplies				
5201	Office Supplies	\$11,059.15	\$8,500.00	\$8,500.00
5202	Photo Copy Supplies	\$2,654.97	\$3,250.00	\$3,250.00
5203	Computer Supplies	\$23,750.06	\$22,360.00	\$22,360.00
5205	Small Tools/Minor Equipment	\$2,681.72	\$4,750.00	\$4,750.00
5206	Evidence	\$7,000.00	\$10,000.00	\$10,000.00
5207	Law Enforcement Supplies	\$30,965.72	\$58,600.00	\$58,600.00
5213	Repair and Maintenance Supplies	\$4,575.22	\$12,095.00	\$12,095.00
5241	Uniforms-Purchased	\$34,688.14	\$57,555.00	\$57,555.00
5251	MV Gas and Oil	\$123,557.92	\$120,000.00	\$120,000.00
Total: Supplies		\$240,932.90	\$297,110.00	\$297,110.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund		110	General Fund	
Department	111	Police Division		
<u>Services</u>				
5311	Utilities	\$108,745.30	\$122,300.00	\$122,300.00
5321	Professional Training	\$16,635.75	\$34,735.00	\$34,735.00
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5323	Publications	\$415.38	\$2,850.00	\$2,850.00
5324	Professional Association Dues	\$788.00	\$2,398.00	\$2,398.00
5325	Educational Assistance	\$9,490.05	\$10,000.00	\$10,000.00
5339	Misc Contract Services	\$16,386.65	\$35,270.00	\$35,270.00
5351	Liability Insurance Deductible	\$0.00	\$10,000.00	\$10,000.00
5361	Building Repair/Maintenance	\$27,540.97	\$43,050.00	\$43,050.00
5362	Equipment Maintenance	\$35,567.63	\$47,987.00	\$47,987.00
5363	MV Repair/Maintenance-External	\$2,686.43	\$11,000.00	\$11,000.00
5364	MV Repair/Maintenance-Internal	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$1,200.00	\$1,200.00
5375	Prisoner Care	\$137,538.13	\$130,000.00	\$130,000.00
5379	Other Governmental Billings	\$0.00	\$0.00	\$0.00
5391	Postage	\$3,653.45	\$4,000.00	\$4,000.00
5392	Fingerprinting Services	\$36,893.00	\$35,000.00	\$35,000.00
5393	L.E.A.D.S Terminal	\$8,964.00	\$10,000.00	\$10,000.00
5395	Printing/Advertising	\$3,920.03	\$11,000.00	\$11,000.00
5396	Uniform Cleaning/Repairs	\$13,470.21	\$17,000.00	\$17,000.00
5399	Other Miscellaneous Services	\$1,612.16	\$3,000.00	\$3,000.00
<u>Total: Services</u>		\$424,307.14	\$530,790.00	\$530,790.00
<u>Transfers/Other</u>				
5513	Refunds-Permit	\$0.00	\$0.00	\$0.00
<u>Total: Transfers/Other</u>		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	111	Police Division		
Capital Purchases				
5631	Furniture and Fixtures	\$2,615.00	\$2,000.00	\$2,000.00
5632	Motor Vehicles	\$133,208.00	\$114,000.00	\$160,000.00
5633	Machinery and Equipment	\$20,555.05	\$8,950.00	\$8,950.00
5634	Unmarked Vehicles	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$34,436.59	\$37,300.00	\$37,300.00
Total: Capital Purchases		\$190,814.64	\$162,250.00	\$208,250.00
Department Total: Police Division		(\$8,704,181.28)	(\$9,058,927.00)	(\$9,025,090.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	112	D.A.R.E.		
Supplies				
5259	Operating Materials and Supplies	\$1,126.63	\$0.00	\$0.00
Total: Supplies		\$1,126.63	\$0.00	\$0.00
Transfers/Other				
5514	Refunds-Miscellaneous	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: D.A.R.E.		(\$1,126.63)	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund 110				
Department 113	General Fund			
Supplies	Police Safety			
5207	Law Enforcement Supplies	\$0.00	\$0.00	\$0.00
Total: Supplies		\$0.00	\$0.00	\$0.00
Department Total: Police Safety		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund		110	General Fund	
Department	290		Mechanic	
Personal Services				
5102	Wages-Staff	\$73,381.17	\$79,721.00	\$80,047.00
5105	Overtime	\$119.43	\$400.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$9,333.34	\$6,000.00	\$8,000.00
5151	PERS Contribution	\$10,981.50	\$11,217.00	\$11,207.00
5161	Group Insurance	\$23,744.58	\$23,164.00	\$32,296.00
5166	Medicare	\$1,081.63	\$1,162.00	\$1,161.00
Total Personal Services		\$118,641.65	\$121,664.00	\$132,711.00
Supplies				
5201	Office Supplies	\$0.00	\$100.00	\$100.00
5203	Computer Supplies	\$44.19	\$200.00	\$200.00
5205	Small Tools/Minor Equipment	\$736.58	\$3,000.00	\$3,000.00
5213	Repair and Maintenance Supplies	\$69,813.51	\$75,000.00	\$75,000.00
5259	Operating Materials and Supplies	\$3,710.87	\$5,000.00	\$5,000.00
Total Supplies		\$74,305.15	\$83,300.00	\$83,300.00
Services				
5321	Professional Training	\$179.00	\$1,000.00	\$1,000.00
5324	Professional Association Dues	\$0.00	\$0.00	\$0.00
5339	Misc Contract Services	\$0.00	\$0.00	\$0.00
5351	Liability Insurance Deductible	\$0.00	\$0.00	\$0.00
5352	Motor Vehicle Insurance	\$0.00	\$0.00	\$0.00
5362	Equipment Maintenance	\$2,162.00	\$3,000.00	\$3,000.00
5363	MV Repair/Maintenance-External	\$21,566.28	\$30,000.00	\$30,000.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5397	Uniform Rental	\$386.38	\$1,200.00	\$1,200.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	290	Mechanic		
5399	Other Miscellaneous Services	\$465.43	\$1,500.00	\$1,500.00
Total: Services		\$24,759.09	\$36,700.00	\$36,700.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Mechanic		(\$217,705.89)	(\$241,664.00)	(\$252,711.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	340	Parks and Recreation		
Personal Services				
5101	Salary-Elected Officials/Director	\$71,939.91	\$66,872.00	\$73,000.00
5102	Wages-Staff	\$205,242.58	\$210,226.00	\$220,165.00
5104	Wages-Part time	\$39,723.68	\$40,862.00	\$34,063.00
5105	Overtime	\$7,397.99	\$15,700.00	\$15,700.00
5106	Longevity	\$450.00	\$450.00	\$450.00
5109	HSA Employer Funding	\$22,333.34	\$30,000.00	\$28,000.00
5141	Wages-Seasonal Labor	\$106,745.36	\$90,000.00	\$90,000.00
5151	PERS Contribution	\$58,845.98	\$59,375.00	\$60,673.00
5161	Group Insurance	\$85,619.94	\$108,512.00	\$109,800.00
5166	Medicare	\$6,128.84	\$6,150.00	\$6,284.00
Total Personal Services		\$604,427.62	\$628,147.00	\$638,135.00
Supplies				
5201	Office Supplies	\$818.70	\$2,000.00	\$2,000.00
5203	Computer Supplies	\$165.98	\$550.00	\$880.00
5205	Small Tools/Minor Equipment	\$3,029.16	\$1,500.00	\$6,000.00
5209	Chemicals	\$21,537.63	\$23,550.00	\$25,000.00
5213	Repair and Maintenance Supplies	\$36,717.45	\$42,000.00	\$53,000.00
5215	Recreational Supplies	\$47,211.35	\$53,000.00	\$63,000.00
5251	MV Gas and Oil	\$20,398.44	\$20,000.00	\$20,000.00
5252	Aggregates	\$9,124.66	\$17,000.00	\$17,000.00
5259	Operating Materials and Supplies	\$6,221.79	\$6,000.00	\$5,000.00
Total Supplies		\$145,225.16	\$165,600.00	\$191,880.00
Services				
5303	Community Events	\$6,693.32	\$19,235.00	\$19,235.00
5311	Utilities	\$23,826.89	\$21,300.00	\$26,000.00
5321	Professional Training	\$825.90	\$1,212.00	\$1,300.00
5322	Conference/Reimb	\$1,954.15	\$2,150.00	\$2,500.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	340	Parks and Recreation		
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$777.50	\$1,500.00	\$1,750.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$0.00	\$0.00	\$0.00
5338	Personal Service Contracts	\$44,689.75	\$55,000.00	\$70,000.00
5339	Misc Contract Services	\$59,130.15	\$60,000.00	\$70,000.00
5361	Building Repair/Maintenance	\$20,809.80	\$15,000.00	\$65,000.00
5362	Equipment Maintenance	\$3,099.02	\$2,200.00	\$3,000.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$762.94	\$2,000.00	\$1,000.00
5395	Printing/Advertising	\$15,071.77	\$23,386.00	\$20,000.00
5396	Uniform Cleaning/Repairs	\$0.00	\$0.00	\$0.00
5397	Uniform Rental	\$2,341.36	\$2,518.00	\$2,750.00
5399	Other Miscellaneous Services	\$2,023.75	\$12,550.00	\$12,550.00
Total: Services		\$182,006.30	\$218,051.00	\$295,085.00
Transfers/Other				
5515	Refunds-Fees	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5602	Land Improvements	\$0.00	\$0.00	\$0.00
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5632	Motor Vehicles	\$0.00	\$10,000.00	\$0.00
5633	Machinery and Equipment	\$14,999.18	\$2,000.00	\$0.00
5639	Other Equipment	\$4,995.00	\$12,110.00	\$0.00
Total: Capital Purchases		\$19,994.18	\$24,110.00	\$0.00
Department Total: Parks and Recreation		(\$951,653.26)	(\$1,035,908.00)	(\$1,125,100.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	343	Senior Center		
Personal Services				
5101	Salary-Elected Officials/Director	\$0.00	\$0.00	\$0.00
5102	Wages-Staff	\$52,874.82	\$53,969.00	\$53,969.00
5104	Wages-Part time	\$39,921.19	\$37,685.00	\$37,685.00
5105	Overtime	\$2,303.72	\$3,000.00	\$3,000.00
5106	Longevity	\$450.00	\$467.00	\$500.00
5109	HSA Employer Funding	\$4,000.00	\$4,000.00	\$4,000.00
5141	Wages-Seasonal Labor	\$6,289.51	\$10,920.00	\$10,920.00
5151	PERS Contribution	\$13,751.88	\$13,317.00	\$13,322.00
5161	Group Insurance	\$16,252.44	\$16,118.00	\$16,238.00
5166	Medicare	\$1,404.71	\$1,538.00	\$1,538.00
Total: Personal Services		\$137,248.27	\$141,014.00	\$141,172.00
Supplies				
5201	Office Supplies	\$1,249.77	\$800.00	\$1,164.00
5203	Computer Supplies	\$523.93	\$500.00	\$750.00
5213	Repair and Maintenance Supplies	\$527.77	\$2,000.00	\$8,500.00
5215	Recreational Supplies	\$1,040.76	\$4,500.00	\$4,500.00
5259	Operating Materials and Supplies	\$0.00	\$0.00	\$0.00
Total: Supplies		\$3,342.23	\$7,800.00	\$14,914.00
Services				
5311	Utilities	\$9,882.46	\$12,500.00	\$12,500.00
5321	Professional Training	\$0.00	\$150.00	\$300.00
5322	Conference/Reimb	\$0.00	\$100.00	\$300.00
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$100.00	\$120.00	\$300.00
5339	Misc Contract Services	\$1,646.07	\$10,500.00	\$3,000.00
5361	Building Repair/Maintenance	\$282.54	\$2,500.00	\$8,000.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	343	Senior Center		
5391	Postage	\$1,000.00	\$1,500.00	\$1,500.00
5395	Printing/Advertising	\$0.00	\$3,000.00	\$3,000.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total: Services		\$12,911.07	\$30,370.00	\$28,900.00
Capital Purchases				
5639	Other Equipment	\$0.00	\$0.00	\$5,500.00
Total: Capital Purchases		\$0.00	\$0.00	\$5,500.00
Department Total: Senior Center		(\$153,501.57)	(\$179,184.00)	(\$190,486.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	344	Community Events		
Supplies				
5201	Office Supplies	\$0.00	\$0.00	\$0.00
5215	Recreational Supplies	\$0.00	\$0.00	\$0.00
Total: Supplies		\$0.00	\$0.00	\$0.00
Services				
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$0.00	\$0.00	\$0.00
5395	Printing/Advertising	\$0.00	\$0.00	\$0.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total: Services		\$0.00	\$0.00	\$0.00
Department Total: Community Events		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	448	Service Department		
Personal Services				
5101	Salary-Elected Officials/Director	\$74,101.46	\$75,643.00	\$75,643.00
5102	Wages-Staff	\$234,390.65	\$244,040.00	\$243,255.00
5105	Overtime	\$5,508.28	\$3,000.00	\$3,000.00
5106	Longevity	\$2,100.00	\$2,146.00	\$2,150.00
5109	HSA Employer Funding	\$22,166.67	\$24,000.00	\$20,000.00
5141	Wages-Seasonal Labor	\$0.00	\$0.00	\$0.00
5151	PERS Contribution	\$44,043.82	\$45,476.00	\$45,367.00
5161	Group Insurance	\$93,380.85	\$98,703.00	\$83,020.00
5166	Medicare	\$4,399.77	\$4,710.00	\$4,699.00
Total: Personal Services		\$480,091.50	\$497,718.00	\$477,134.00
Supplies				
5201	Office Supplies	\$1,208.97	\$1,500.00	\$1,500.00
5203	Computer Supplies	\$0.00	\$1,000.00	\$1,000.00
5213	Repair and Maintenance Supplies	\$8,515.84	\$12,000.00	\$15,000.00
5251	MV Gas and Oil	\$420.00	\$1,500.00	\$1,500.00
5259	Operating Materials and Supplies	\$0.00	\$0.00	\$0.00
Total: Supplies		\$10,144.81	\$16,000.00	\$19,000.00
Services				
5301	Boards/Commissions	\$1,559.63	\$2,000.00	\$750.00
5302	Street Lighting	\$248,450.67	\$255,000.00	\$270,000.00
5303	Community Events	\$26,250.00	\$27,000.00	\$27,000.00
5311	Utilities	\$0.00	\$0.00	\$0.00
5321	Professional Training	\$0.00	\$1,000.00	\$1,000.00
5322	Conference/Reimbt	\$0.00	\$250.00	\$250.00
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$0.00	\$400.00	\$400.00
5325	Educational Assistance	\$0.00	\$3,000.00	\$3,000.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual			2015 Adopted			2016 Department		
		Amount			Budget			Entry		
Fund		General Fund								
		110								
Department	448	Service Department								
5331	Engineering/Architecture	\$17,638.73	\$75,000.00	\$75,000.00						
5339	Misc Contract Services	\$33,619.34	\$35,000.00	\$35,000.00						
5362	Equipment Maintenance	\$3,237.20	\$4,000.00	\$4,000.00						
5366	Computer Maintenance	\$0.00	\$1,500.00	\$1,500.00						
5367	Streetscape Maintenance	\$66,319.50	\$90,000.00	\$90,000.00						
5374	Emergency Management Services	\$30,344.00	\$32,700.00	\$38,500.00						
5379	Other Governmental Billings	\$0.00	\$0.00	\$0.00						
5391	Postage	\$293.81	\$1,000.00	\$750.00						
5395	Printing/Advertising	\$0.00	\$0.00	\$0.00						
5396	Uniform Cleaning/Repairs	\$0.00	\$0.00	\$0.00						
5397	Uniform Rental	\$1,605.17	\$2,000.00	\$2,000.00						
5398	Tree/Grass Service	\$15,055.00	\$30,000.00	\$30,000.00						
5399	Other Miscellaneous Services	\$0.00	\$11,500.00	\$2,000.00						
Total: Services		\$444,373.05	\$571,350.00	\$581,150.00						
Capital Purchases										
5601	Land	\$9,950.00	\$0.00	\$0.00						
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00						
5632	Motor Vehicles	\$0.00	\$0.00	\$0.00						
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00						
5639	Other Equipment	\$0.00	\$0.00	\$0.00						
Total: Capital Purchases		\$9,950.00	\$0.00	\$0.00						
Department Total: Service Department		(\$944,559.36)	(\$1,085,068.00)	(\$1,077,284.00)						

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	449	Engineer		
Personal Services				
5101	Salary-Elected Officials/Director	\$0.00	\$0.00	\$0.00
5102	Wages-Staff	\$0.00	\$0.00	\$0.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5107	Wages-Allocated	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$0.00	\$0.00	\$0.00
5151	PERS Contribution	\$0.00	\$0.00	\$0.00
5161	Group Insurance	\$0.00	\$0.00	\$0.00
5166	Medicare	\$0.00	\$0.00	\$0.00
Total: Personal Services		\$0.00	\$0.00	\$0.00
Supplies				
5201	Office Supplies	\$254.71	\$0.00	\$0.00
5203	Computer Supplies	\$0.00	\$0.00	\$0.00
5205	Small Tools/Mirror Equipment	\$0.00	\$0.00	\$0.00
5213	Repair and Maintenance Supplies	\$0.00	\$0.00	\$0.00
5251	MV Gas and Oil	\$0.00	\$0.00	\$0.00
Total: Supplies		\$254.71	\$0.00	\$0.00
Services				
5311	Utilities	\$0.00	\$0.00	\$0.00
5321	Professional Training	\$0.00	\$0.00	\$0.00
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$0.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$2,127.49	\$0.00	\$0.00
5339	Misc Contract Services	\$389.40	\$0.00	\$0.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	449	Engineer		
5391	Postage	\$0.00	\$0.00	\$0.00
5395	Printing/Advertising	\$0.00	\$0.00	\$0.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total: Services		\$2,516.89	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Engineer		(\$2,771.60)	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	479	Building Department		
Personal Services				
5101	Salary-Elected Officials/Director	\$61,205.52	\$62,478.00	\$62,478.00
5102	Wages-Staff	\$85,979.56	\$86,576.00	\$150,578.00
5104	Wages-Part time	\$36,897.45	\$44,444.00	\$0.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$450.00	\$450.00	\$450.00
5109	HSA Employer Funding	\$14,500.00	\$16,000.00	\$18,000.00
5151	PERS Contribution	\$25,695.30	\$27,153.00	\$29,891.00
5161	Group Insurance	\$51,932.18	\$62,890.00	\$71,680.00
5166	Medicare	\$2,556.15	\$2,812.00	\$3,096.00
Total: Personal Services		\$279,216.16	\$302,803.00	\$336,173.00
Supplies				
5201	Office Supplies	\$962.86	\$1,200.00	\$1,200.00
5203	Computer Supplies	\$314.10	\$1,000.00	\$1,000.00
5241	Uniforms-Purchased	\$1,294.05	\$2,000.00	\$2,000.00
5251	MV Gas and Oil	\$2,985.36	\$5,000.00	\$5,000.00
Total: Supplies		\$5,556.37	\$9,200.00	\$9,200.00
Services				
5311	Utilities	\$1,188.44	\$2,000.00	\$2,000.00
5321	Professional Training	\$69.00	\$2,000.00	\$2,000.00
5322	Conference/Reimb	\$295.00	\$1,500.00	\$1,500.00
5323	Publications	\$0.00	\$500.00	\$500.00
5324	Professional Association Dues	\$405.00	\$800.00	\$800.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$0.00	\$1,500.00	\$1,500.00
5339	Misc Contract Services	\$438.75	\$8,000.00	\$8,000.00
5362	Equipment Maintenance	\$1,867.87	\$2,300.00	\$2,300.00
5363	MV Repair/Maintenance-External	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	479	Building Department		
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5376	County Health Services	\$16,839.00	\$25,000.00	\$25,000.00
5391	Postage	\$661.61	\$1,000.00	\$1,000.00
5395	Printing/Advertising	\$946.50	\$1,500.00	\$1,500.00
5396	Uniform Cleaning/Repairs	\$0.00	\$0.00	\$0.00
5397	Uniform Rental	\$441.41	\$1,000.00	\$0.00
5399	Other Miscellaneous Services	\$0.00	\$500.00	\$500.00
Total: Services		\$23,152.58	\$47,600.00	\$46,600.00
Transfers/Other				
5513	Refunds-Permit	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5632	Motor Vehicles	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Building Department		(\$307,925.11)	(\$359,603.00)	(\$391,973.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	522	Mayor		
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$97,802.12	\$97,803.00	\$97,803.00
5102	Wages-Staff	\$23,928.42	\$24,426.00	\$17,500.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$5,000.00	\$5,000.00	\$4,500.00
5151	PERS Contribution	\$17,034.89	\$17,112.00	\$16,142.00
5161	Group Insurance	\$19,708.06	\$19,551.00	\$17,836.00
5166	Medicare	\$1,730.56	\$1,772.00	\$1,672.00
<u>Total: Personal Services</u>		\$165,204.05	\$165,664.00	\$155,453.00
<u>Supplies</u>				
5201	Office Supplies	\$111.80	\$600.00	\$600.00
5203	Computer Supplies	\$238.07	\$500.00	\$500.00
5205	Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00
5251	MV Gas and Oil	\$0.00	\$0.00	\$0.00
<u>Total: Supplies</u>		\$349.87	\$1,100.00	\$1,100.00
<u>Services</u>				
5311	Utilities	\$786.66	\$850.00	\$850.00
5321	Professional Training	\$0.00	\$0.00	\$0.00
5322	Conference/Reimb	\$0.00	\$100.00	\$100.00
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$840.00	\$900.00	\$900.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5332	Legal Services	\$26,090.31	\$28,000.00	\$28,000.00
5339	Misc Contract Services	\$0.00	\$2,500.00	\$2,500.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$112.35	\$250.00	\$250.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	534	Civil Service Commission		
Personal Services				
5104	Wages-Part time	\$38,387.45	\$37,510.00	\$37,510.00
5151	PERS Contribution	\$5,351.08	\$5,251.00	\$5,251.00
5166	Medicare	\$556.62	\$544.00	\$544.00
Total: Personal Services		\$44,295.15	\$43,305.00	\$43,305.00
Supplies				
5201	Office Supplies	\$523.36	\$400.00	\$400.00
5203	Computer Supplies	\$1,191.55	\$400.00	\$400.00
Total: Supplies		\$1,714.91	\$800.00	\$800.00
Services				
5321	Professional Training	\$200.00	\$0.00	\$0.00
5322	Conference/Reimb	\$0.00	\$300.00	\$300.00
5324	Professional Association Dues	\$0.00	\$0.00	\$0.00
5332	Legal Services	\$0.00	\$500.00	\$500.00
5336	Medical Services/Physical Exams	\$722.00	\$5,000.00	\$6,500.00
5339	Misc Contract Services	\$2,484.10	\$5,000.00	\$5,000.00
5391	Postage	\$126.13	\$200.00	\$200.00
5395	Printing/Advertising	\$3,789.26	\$7,000.00	\$6,000.00
5399	Other Miscellaneous Services	\$0.00	\$500.00	\$500.00
Total: Services		\$7,321.49	\$18,500.00	\$19,000.00
Transfers/Other				
5515	Refunds-Fees	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$500.00
Total: Capital Purchases		\$0.00	\$0.00	\$500.00
Department Total: Civil Service Commission		(\$53,331.55)	(\$62,605.00)	(\$63,605.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual	2015 Adopted	2016 Department
Fund	110	Amount	Budget	Entry
Department	545	City Auditor		
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$76,843.52	\$78,381.00	\$79,948.00
5102	Wages-Staff	\$117,456.27	\$119,829.00	\$119,830.00
5104	Wages-Part time	\$31,282.50	\$30,189.00	\$30,189.00
5105	Overtime	\$1,350.94	\$2,000.00	\$2,000.00
5106	Longevity	\$1,025.00	\$1,050.00	\$1,050.00
5109	HSA Employer Funding	\$7,500.00	\$12,000.00	\$12,000.00
5151	PERS Contribution	\$31,117.35	\$32,403.00	\$32,622.00
5161	Group Insurance	\$34,274.40	\$50,190.00	\$50,178.00
5166	Medicare	\$3,250.62	\$3,356.00	\$3,379.00
<u>Total Personal Services</u>		\$304,100.60	\$329,398.00	\$331,196.00
<u>Supplies</u>				
5201	Office Supplies	\$2,462.68	\$5,000.00	\$2,500.00
5203	Computer Supplies	\$1,434.46	\$1,000.00	\$1,200.00
<u>Total Supplies</u>		\$3,897.14	\$6,000.00	\$3,700.00
<u>Services</u>				
5321	Professional Training	\$140.00	\$500.00	\$500.00
5322	Conference/Rainb	\$2,208.28	\$3,000.00	\$3,000.00
5323	Publications	\$0.00	\$0.00	\$100.00
5324	Professional Association Dues	\$832.00	\$800.00	\$1,100.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5333	Outside Professional Services	\$33,622.00	\$36,000.00	\$37,500.00
5339	Misc Contract Services	\$2,750.00	\$5,000.00	\$11,000.00
5362	Equipment Maintenance	\$1,069.39	\$750.00	\$700.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$1,569.97	\$1,800.00	\$1,800.00
5395	Printing/Advertising	\$526.27	\$600.00	\$900.00
5399	Other Miscellaneous Services	\$10,146.94	\$14,000.00	\$13,500.00
<u>Total Services</u>		\$52,864.85	\$62,450.00	\$70,100.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	545	City Auditor		
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: City Auditor		(\$360,862.59)	(\$397,848.00)	(\$404,996.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	554	City Attorney		
Personal Services				
5101	Salary-Elected Officials/Director	\$97,802.12	\$97,803.00	\$97,803.00
5102	Wages-Staff	\$142,172.27	\$158,491.00	\$157,740.00
5104	Wages-Part time	\$71,340.13	\$63,247.00	\$62,954.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$1,000.00	\$1,062.00	\$500.00
5109	HSA Employer Funding	\$11,000.00	\$16,000.00	\$16,000.00
5151	PERS Contribution	\$42,461.98	\$44,884.00	\$44,660.00
5161	Group Insurance	\$49,071.06	\$64,802.00	\$64,748.00
5166	Medicare	\$4,429.89	\$4,649.00	\$4,625.00
Total: Personal Services		\$419,277.45	\$450,938.00	\$449,030.00
Supplies				
5201	Office Supplies	\$2,544.56	\$1,500.00	\$0.00
5203	Computer Supplies	\$0.00	\$400.00	\$0.00
5205	Small Tools/Minor Equipment	\$0.00	\$500.00	\$0.00
Total: Supplies		\$2,544.56	\$2,400.00	\$0.00
Services				
5321	Professional Training	\$1,088.37	\$1,500.00	\$0.00
5322	Conference/Reimb	\$0.00	\$250.00	\$0.00
5323	Publications	\$4,303.59	\$5,500.00	\$0.00
5324	Professional Association Dues	\$1,225.00	\$1,500.00	\$0.00
5332	Legal Services	\$6,411.50	\$20,000.00	\$0.00
5333	Outside Professional Services	\$12,500.04	\$12,550.00	\$0.00
5337	Public Defender	\$3,200.12	\$5,000.00	\$0.00
5339	Misc Contract Services	\$1,500.00	\$1,600.00	\$0.00
5341	Court Costs and Fees	\$6.50	\$300.00	\$0.00
5351	Liability Insurance Deductible	\$0.00	\$0.00	\$0.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	554	City Attorney		
5366	Computer Maintenance	\$0.00	\$250.00	\$0.00
5391	Postage	\$377.26	\$500.00	\$0.00
5399	Other Miscellaneous Services	\$2,060.16	\$2,500.00	\$0.00
Total: Services		\$32,672.54	\$51,450.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: City Attorney		(\$454,494.55)	(\$504,788.00)	(\$449,030.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	571	City Council		
Personal Services				
5101	Salary-Elected Officials/Director	\$60,895.08	\$60,901.00	\$60,902.00
5102	Wages-Staff	\$55,359.17	\$55,511.00	\$55,510.00
5104	Wages-Part time	\$9,426.30	\$16,548.00	\$20,000.00
5105	Overtime	\$129.85	\$0.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$4,000.00	\$4,000.00	\$6,000.00
5151	PEERS Contribution	\$17,433.41	\$18,754.00	\$19,238.00
5161	Group Insurance	\$16,376.28	\$16,298.00	\$24,344.00
5166	Medicare	\$1,784.45	\$1,942.00	\$1,992.00
Total: Personal Services		\$165,404.54	\$174,954.00	\$188,986.00
Supplies				
5201	Office Supplies	\$705.43	\$1,000.00	\$1,200.00
5203	Computer Supplies	\$0.00	\$500.00	\$500.00
5205	Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00
Total: Supplies		\$705.43	\$1,500.00	\$1,700.00
Services				
5301	Boards/Commissions	\$0.00	\$0.00	\$0.00
5311	Utilities	\$17.50	\$225.00	\$0.00
5321	Professional Training	\$493.00	\$600.00	\$600.00
5322	Conference/Reimb	\$247.50	\$350.00	\$500.00
5323	Publications	\$849.00	\$700.00	\$700.00
5324	Professional Association Dues	\$335.00	\$275.00	\$350.00
5332	Legal Services	\$0.00	\$0.00	\$0.00
5339	Misc Contract Services	\$610.75	\$13,000.00	\$30,000.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$137.30	\$330.00	\$330.00
5395	Printing/Advertising	\$3,036.40	\$8,000.00	\$8,000.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	571	City Council		
5399	Other Miscellaneous Services	\$495.00	\$6,000.00	\$6,000.00
Total: Services		\$6,221.45	\$29,480.00	\$46,480.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: City Council		(\$172,331.42)	(\$205,934.00)	(\$237,166.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund		110	General Fund	
Department	580		Development Department	
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$72,043.78	\$73,542.00	\$73,542.00
5102	Wages-Staff	\$40,252.33	\$56,000.00	\$75,000.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$500.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$8,000.00	\$8,000.00	\$10,000.00
5151	PERS Contribution	\$15,706.99	\$18,136.00	\$20,796.00
5161	Group Insurance	\$31,450.64	\$32,470.00	\$40,720.00
5166	Medicare	\$1,569.99	\$1,878.00	\$2,154.00
<u>Total: Personal Services</u>		\$169,523.73	\$190,026.00	\$222,212.00
<u>Supplies</u>				
5201	Office Supplies	\$490.00	\$1,000.00	\$1,000.00
5203	Computer Supplies	\$299.99	\$1,000.00	\$1,000.00
5213	Repair and Maintenance Supplies	\$0.00	\$0.00	\$0.00
<u>Total: Supplies</u>		\$789.99	\$2,000.00	\$2,000.00
<u>Services</u>				
5301	Boards/Commissions	\$2,298.38	\$2,500.00	\$2,000.00
5311	Utilities	\$716.44	\$1,000.00	\$1,500.00
5321	Professional Training	\$1,020.00	\$1,500.00	\$2,000.00
5322	Conference/Reimb	\$2,500.36	\$3,500.00	\$3,500.00
5323	Publications	\$80.00	\$150.00	\$150.00
5324	Professional Association Dues	\$1,385.00	\$1,500.00	\$2,000.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$0.00	\$0.00	\$0.00
5332	Legal Services	\$0.00	\$0.00	\$0.00
5339	Misc Contract Services	\$50,304.00	\$20,000.00	\$25,000.00
5391	Postage	\$480.26	\$500.00	\$500.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	580	Development Department		
5399	Other Miscellaneous Services	\$133,301.64	\$750.00	\$750.00
Total: Services		\$192,086.08	\$31,400.00	\$37,400.00
Transfers/Other				
5513	Refunds-Permit	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Development Department		(\$362,399.80)	(\$223,426.00)	(\$261,612.00)

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	582	Human Resources Department		
Personal Services				
5101	Salary-Elected Officials/Director	\$0.00	\$0.00	\$52,500.00
5102	Wages-Staff	\$23,928.10	\$24,426.00	\$0.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$1,000.00	\$1,000.00	\$1,500.00
5151	PERS Contribution	\$3,342.51	\$3,420.00	\$7,350.00
5161	Group Insurance	\$3,543.48	\$3,523.00	\$5,418.00
5166	Medicare	\$340.93	\$354.00	\$761.00
Total: Personal Services		\$32,155.02	\$32,723.00	\$67,529.00
Supplies				
5201	Office Supplies	\$236.02	\$800.00	\$800.00
5203	Computer Supplies	\$298.79	\$500.00	\$500.00
5205	Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00
5208	OSHA Supplies	\$7,370.08	\$8,500.00	\$8,500.00
Total: Supplies		\$7,904.89	\$9,800.00	\$9,800.00
Services				
5321	Professional Training	\$125.00	\$500.00	\$500.00
5322	Conference/Reimb	\$0.00	\$300.00	\$300.00
5323	Publications	\$316.00	\$200.00	\$200.00
5324	Professional Association Dues	\$385.00	\$450.00	\$450.00
5331	Engineering/Architecture	\$0.00	\$0.00	\$0.00
5332	Legal Services	\$0.00	\$0.00	\$0.00
5336	Medical Services/Physical Exams	\$2,784.50	\$2,500.00	\$2,500.00
5339	Misc Contract Services	\$1,398.40	\$5,000.00	\$5,000.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$112.58	\$200.00	\$200.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual			2015 Adopted			2016 Department		
		Amount			Budget			Entry		
Fund		110			General Fund					
Department	582				Human Resources Department					
5395	Printing/Advertising			\$0.00		\$0.00		\$0.00		
5399	Other Miscellaneous Services			\$8,979.02		\$11,500.00		\$11,500.00		
Total: Services				\$14,100.50		\$20,650.00		\$20,650.00		
Capital Purchases										
5631	Furniture and Fixtures			\$0.00		\$0.00		\$0.00		
5633	Machinery and Equipment			\$0.00		\$0.00		\$0.00		
5639	Other Equipment			\$0.00		\$0.00		\$0.00		
Total: Capital Purchases				\$0.00		\$0.00		\$0.00		
Department Total: Human Resources Department				(\$54,160.41)		(\$63,173.00)		(\$97,979.00)		

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	584	Computer Department		
Personal Services				
5101	Salary-Elected Officials/Director	\$64,260.96	\$65,597.00	\$65,597.00
5102	Wages-Staff	\$56,891.28	\$57,783.00	\$57,783.00
5105	Overtime	\$289.93	\$0.00	\$0.00
5106	Longevity	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$4,000.00	\$8,000.00	\$8,000.00
5151	PERS Contribution	\$16,925.23	\$17,273.00	\$17,273.00
5161	Group Insurance	\$18,194.06	\$32,632.00	\$32,605.00
5166	Medicare	\$1,729.91	\$1,789.00	\$1,789.00
Total: Personal Services		\$162,291.37	\$183,074.00	\$183,047.00
Supplies				
5201	Office Supplies	\$180.28	\$1,000.00	\$1,000.00
5203	Computer Supplies	\$848.37	\$5,000.00	\$2,000.00
Total: Supplies		\$1,028.65	\$6,000.00	\$3,000.00
Services				
5311	Utilities	\$1,221.44	\$5,000.00	\$3,000.00
5321	Professional Training	\$79.00	\$5,000.00	\$5,000.00
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5323	Publications	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$0.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$0.00	\$0.00	\$0.00
5335	Computer Consultants	\$0.00	\$0.00	\$0.00
5339	Misc Contract Services	\$10,411.00	\$50,000.00	\$60,000.00
5366	Computer Maintenance	\$115,215.35	\$145,000.00	\$155,000.00
5391	Postage	\$0.00	\$0.00	\$0.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total: Services		\$126,926.79	\$205,000.00	\$223,000.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	584	Computer Department		
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$1,795.13	\$60,000.00	\$60,000.00
Total Capital Purchases		\$1,795.13	\$60,000.00	\$60,000.00
Department Total: Computer Department		(\$292,041.94)	(\$454,074.00)	(\$469,047.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	593	Clerk of Courts		
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$55,376.11	\$56,476.00	\$56,476.00
5102	Wages-Staff	\$38,078.94	\$38,819.00	\$70,274.00
5104	Wages-Part time	\$42,104.81	\$52,543.00	\$21,083.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$450.00	\$450.00	\$450.00
5109	HSA Employer Funding	\$3,833.34	\$4,000.00	\$4,000.00
5151	PERS Contribution	\$17,816.28	\$20,760.00	\$20,760.00
5161	Group Insurance	\$13,447.00	\$18,501.00	\$18,278.00
5166	Medicare	\$1,937.52	\$2,150.00	\$2,150.00
Total: Personal Services		\$173,044.00	\$193,699.00	\$193,471.00
<u>Supplies</u>				
5201	Office Supplies	\$2,061.99	\$4,500.00	\$4,500.00
5203	Computer Supplies	\$0.00	\$0.00	\$0.00
5205	Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00
5213	Repair and Maintenance Supplies	\$0.00	\$0.00	\$0.00
Total: Supplies		\$2,061.99	\$4,500.00	\$4,500.00
<u>Services</u>				
5321	Professional Training	\$0.00	\$1,500.00	\$1,500.00
5322	Conference/Reimb	\$0.00	\$250.00	\$250.00
5323	Publications	\$274.95	\$450.00	\$450.00
5324	Professional Association Dues	\$0.00	\$350.00	\$350.00
5325	Educational Assistance	\$0.00	\$0.00	\$0.00
5332	Legal Services	\$54,500.00	\$56,000.00	\$56,000.00
5339	Misc Contract Services	\$604.00	\$1,000.00	\$1,000.00
5344	Witness Fees	\$66.00	\$250.00	\$250.00
5362	Equipment Maintenance	\$303.40	\$1,000.00	\$1,000.00
5377	Municipal Court	\$13,589.00	\$25,000.00	\$25,000.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	593	Clerk of Courts		
5391	Postage	\$1,588.51	\$1,600.00	\$0.00
5393	L.E.A.D.S. Terminal	\$600.00	\$600.00	\$600.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$2,400.00
Total: Services		\$71,525.86	\$88,000.00	\$88,800.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Clerk of Courts		(\$246,631.85)	(\$286,199.00)	(\$286,771.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	595	General and Administrative		
Personal Services				
5164	Workers Compensation	\$182,626.27	\$214,653.00	\$261,500.00
5165	Unemployment Compensation	\$7,718.89	\$20,000.00	\$20,000.00
Total: Personal Services		\$190,345.16	\$234,653.00	\$281,500.00
Supplies				
5201	Office Supplies	\$0.00	\$0.00	\$0.00
5202	Photo Copy Supplies	\$4,031.20	\$3,000.00	\$3,500.00
Total: Supplies		\$4,031.20	\$3,000.00	\$3,500.00
Services				
5301	Boards/Commissions	\$9,835.64	\$9,500.00	\$12,000.00
5311	Utilities	\$137,528.50	\$160,000.00	\$160,000.00
5324	Professional Association Dues	\$22,426.00	\$23,000.00	\$23,000.00
5351	Liability Insurance Deductible	\$92,359.28	\$97,000.00	\$150,000.00
5352	Motor Vehicle Insurance	\$28,286.73	\$30,000.00	\$40,000.00
5353	Employee Fidelity Bond	\$1,690.00	\$1,700.00	\$2,000.00
5361	Building Repair/Maintenance	\$43,648.82	\$50,000.00	\$50,000.00
5362	Equipment Maintenance	\$5,225.24	\$0.00	\$2,000.00
5371	Election Expense	\$51,720.21	\$52,000.00	\$45,000.00
5372	Delinquent Tax Advertising	\$137.61	\$200.00	\$1,000.00
5373	Auditor/Treasurer Fees	\$7,554.47	\$10,000.00	\$10,000.00
5390	Reimbursable Expenses	\$0.00	\$0.00	\$0.00
5391	Postage	\$4,218.52	\$7,500.00	\$8,500.00
5394	Taxes/Assessments-City Property	\$2,513.50	\$3,000.00	\$3,500.00
5399	Other Miscellaneous Services	\$600.00	\$1,000.00	\$1,800.00
Total: Services		\$407,744.52	\$444,900.00	\$508,800.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110			
Department	595			
General Fund				
General and Administrative				
<u>Capital Purchases</u>				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5632	Motor Vehicles	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$8,010.36	\$10,000.00	\$13,000.00
<u>Total: Capital Purchases</u>		\$8,010.36	\$10,000.00	\$13,000.00
Department Total: General and Administrative		(\$610,131.24)	(\$692,553.00)	(\$806,800.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund 110	General Fund			
Department 810	Public Health and Welfare			
Services				
5376	County Health Services	\$219,428.43	\$219,430.00	\$271,289.00
Total: Services		\$219,428.43	\$219,430.00	\$271,289.00
Department Total: Public Health and Welfare		(\$219,428.43)	(\$219,430.00)	(\$271,289.00)

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: General Fund		(\$14,302,969.12)	(\$15,270,348.00)	(\$15,600,692.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund		Computerized Needs (cours)		
	211			
Department	000	General		
Supplies				
5201	Office Supplies	\$0.00	\$4,000.00	\$0.00
5203	Computer Supplies	\$8,871.46	\$12,000.00	\$0.00
Total: Supplies		\$8,871.46	\$16,000.00	\$0.00
Services				
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$6,576.50	\$12,000.00	\$0.00
5399	Other Miscellaneous Services	\$2,897.49	\$15,000.00	\$0.00
Total: Services		\$9,473.99	\$27,000.00	\$0.00
Capital Purchases				
5639	Other Equipment	\$9,722.73	\$10,000.00	\$0.00
Total: Capital Purchases		\$9,722.73	\$10,000.00	\$0.00
Department Total: General		(\$28,068.18)	(\$53,000.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Computerized Needs (courts)		(\$28,068.18)	(\$53,000.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	220	Income Tax Fund		
Department	564	Income Tax Division		
Personal Services				
5101	Salary-Elected Officials/Director	\$54,010.89	\$55,134.00	\$55,134.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$600.00	\$600.00	\$600.00
5109	HSA Employer Funding	\$2,000.00	\$2,000.00	\$2,000.00
5151	PERS Contribution	\$7,628.59	\$7,803.00	\$7,803.00
5161	Group Insurance	\$7,126.44	\$7,088.00	\$7,106.00
5164	Workers Compensation	\$2,454.00	\$1,667.00	\$1,869.00
Total: Personal Services		\$73,819.92	\$74,292.00	\$74,512.00
Supplies				
5201	Office Supplies	\$400.76	\$250.00	\$250.00
5203	Computer Supplies	\$340.22	\$350.00	\$350.00
Total: Supplies		\$740.98	\$600.00	\$600.00
Services				
5321	Professional Training	\$0.00	\$0.00	\$0.00
5322	Conference/Reimb	\$290.12	\$700.00	\$700.00
5323	Publications	\$140.00	\$300.00	\$200.00
5324	Professional Association Dues	\$25.00	\$25.00	\$25.00
5332	Legal Services	\$0.00	\$0.00	\$0.00
5339	Misc Contract Services	\$47,440.00	\$10,000.00	\$60,000.00
5353	Employee Fidelity Bond	\$75.00	\$75.00	\$75.00
5362	Equipment Maintenance	\$214.81	\$300.00	\$300.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5373	Auditor/Treasurer Fees	\$332.07	\$600.00	\$600.00
5379	Other Governmental Billings	\$2,953.37	\$9,500.00	\$7,500.00
5391	Postage	\$178.23	\$500.00	\$1,000.00
5399	Other Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total: Services		\$51,648.60	\$22,000.00	\$70,400.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	220	Income Tax Fund		
Department	564	Income Tax Division		
<u>Transfers/Other</u>				
5519	Miscellaneous Costs	\$1,210.35	\$6,000.00	\$6,000.00
5529	Miscellaneous Distributions	\$238,845.49	\$345,000.00	\$345,000.00
5530	Enterprise Zone Payment	\$0.04	\$600,000.00	\$600,000.00
Total: Transfers/Other		\$240,055.88	\$951,000.00	\$951,000.00
<u>Capital Purchases</u>				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: Income Tax Division		(\$366,265.38)	(\$1,047,892.00)	(\$1,096,512.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Income Tax Fund		(\$366,265.38)	(\$1,047,892.00)	(\$1,096,512.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	230			
Department	000			
	General			
Services				
5333	Outside Professional Services	\$0.00	\$0.00	\$0.00
5365	Utility Line Repair/Maintenance	\$0.00	\$0.00	\$0.00
5373	Auditor/Treasurer Fees	\$0.00	\$0.00	\$0.00
Total: Services		\$0.00	\$0.00	\$0.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: General		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	230			
Department	991			
Debt Service				
5414	G. O. Bond-Principal	\$0.00	\$0.00	\$0.00
5424	G. O. Bond-Interest	\$0.00	\$0.00	\$0.00
Total: Debt Service		\$0.00	\$0.00	\$0.00
Department Total: Debt Service		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Permissive Tax Fund		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	240	Police Pension Fund		
Department	000	General		
Personal Services				
5152	PFDPF Contribution	\$190,000.00	\$160,000.00	\$0.00
Total: Personal Services		\$190,000.00	\$160,000.00	\$0.00
Transfers/Other				
5519	Miscellaneous Costs	\$2,970.24	\$3,000.00	\$0.00
Total: Transfers/Other		\$2,970.24	\$3,000.00	\$0.00
Department Total: General		(\$192,970.24)	(\$163,000.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Police Pension Fund		(\$192,970.24)	(\$163,000.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	250	Sewer Capacity Fund		
Department	736	Wastewater Division		
Services				
5373	Auditor/Treasurer Fees	\$0.00	\$250.00	\$300.00
Total: Services		\$0.00	\$250.00	\$300.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
5516	Refunds-Capacity Charges	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: Wastewater Division		\$0.00	(\$250.00)	(\$300.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	250			
Department	991			
Debt Service				
5402	Expense of Issue	\$0.00	\$0.00	\$0.00
5414	G. O. Bond-Principal	\$62,000.00	\$115,281.00	\$119,000.00
5424	G. O. Bond-Interest	\$9,331.00	\$17,159.00	\$8,199.00
Total: Debt Service		\$71,331.00	\$132,440.00	\$127,199.00
Department Total: Debt Service		(\$71,331.00)	(\$132,440.00)	(\$127,199.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Sewer Capacity Fund		(\$71,331.00)	(\$132,690.00)	(\$127,499.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	260	Street Fund		
Department	268	Street Department		
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$55,890.34	\$59,483.00	\$59,483.00
5102	Wages-Staff	\$260,108.68	\$264,719.00	\$262,160.00
5104	Wages-Part time	\$0.00	\$0.00	\$0.00
5105	Overtime	\$23,349.70	\$28,000.00	\$28,000.00
5106	Longevity	\$2,800.00	\$2,827.00	\$2,450.00
5107	Wages-Allocated	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$16,000.00	\$20,000.00	\$24,000.00
5151	PERS Contribution	\$46,149.90	\$49,704.00	\$49,293.00
5161	Group Insurance	\$76,220.01	\$77,902.00	\$93,860.00
5164	Workers Compensation	\$12,270.20	\$10,617.00	\$11,809.00
5166	Medicare	\$4,687.33	\$5,148.00	\$5,105.00
Total: Personal Services		\$497,476.16	\$518,400.00	\$536,160.00
<u>Supplies</u>				
5201	Office Supplies	\$1,881.52	\$1,500.00	\$1,500.00
5202	Photo Copy Supplies	\$0.00	\$0.00	\$0.00
5203	Computer Supplies	\$2,563.13	\$2,000.00	\$2,000.00
5205	Small Tools/Minor Equipment	\$4,582.35	\$1,500.00	\$1,500.00
5213	Repair and Maintenance Supplies	\$154.20	\$500.00	\$500.00
5241	Uniforms-Purchased	\$2,032.72	\$2,000.00	\$2,000.00
5251	MV Gas and Oil	\$39,000.00	\$45,000.00	\$45,000.00
5252	Aggregates	\$15,438.41	\$10,000.00	\$10,000.00
5253	Ice Control	\$170,695.25	\$140,000.00	\$140,000.00
5259	Operating Materials and Supplies	\$78,224.37	\$70,000.00	\$70,000.00
Total: Supplies		\$314,571.95	\$272,500.00	\$272,500.00
<u>Services</u>				
5311	Utilities	\$14,627.35	\$15,000.00	\$15,000.00
5313	Traffic Light Current	\$6,630.19	\$11,000.00	\$11,000.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	260	Street Fund		
Department	268	Street Department		
5321	Professional Training	\$229.00	\$500.00	\$500.00
5322	Conference/Reimb	\$0.00	\$200.00	\$200.00
5324	Professional Association Dues	\$25.00	\$0.00	\$0.00
5331	Engineering/Architecture	\$17,879.75	\$14,000.00	\$14,000.00
5339	Misc Contract Services	\$28,438.17	\$36,000.00	\$36,000.00
5351	Liability Insurance Deductible	\$6,777.38	\$7,500.00	\$7,500.00
5352	Motor Vehicle Insurance	\$8,443.80	\$9,000.00	\$9,000.00
5361	Building Repair/Maintenance	\$12,183.16	\$10,000.00	\$10,000.00
5364	MV Repair/Maintenance-Internal	\$0.00	\$0.00	\$0.00
5365	Utility Line Repair/Maintenance	\$24,317.25	\$20,000.00	\$20,000.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$8.62	\$100.00	\$100.00
5392	Fingerprinting Services	\$0.00	\$0.00	\$0.00
5397	Uniform Rental	\$932.34	\$2,000.00	\$2,000.00
5399	Other Miscellaneous Services	\$623.96	\$1,000.00	\$1,000.00
Total: Services		\$121,115.97	\$126,300.00	\$126,300.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5611	Buildings	\$0.00	\$0.00	\$0.00
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5632	Motor Vehicles	\$59,430.00	\$145,000.00	\$0.00
5633	Machinery and Equipment	\$56,808.00	\$125,000.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$116,238.00	\$270,000.00	\$0.00
Department Total: Street Department		(\$1,049,402.08)	(\$1,187,200.00)	(\$934,960.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	260			
Department	991			
Debt Service				
5402	Expense of Issue	\$0.00	\$0.00	\$0.00
5414	G. O. Bond-Principal	\$0.00	\$0.00	\$0.00
5424	G. O. Bond-Interest	\$0.00	\$0.00	\$0.00
Total: Debt Service		\$0.00	\$0.00	\$0.00
Department Total: Debt Service		\$0.00	\$0.00	\$0.00

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Street Fund (\$1,049,402.08) (\$1,187,200.00) (\$934,960.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	270	State Highway Fund		
Department	268	Street Department		
Supplies				
5252	Aggregates	\$0.00	\$0.00	\$0.00
5253	Ice Control	\$60,000.00	\$60,000.00	\$60,000.00
5259	Operating Materials and Supplies	\$10,482.80	\$10,000.00	\$10,000.00
Total: Supplies		\$70,482.80	\$70,000.00	\$70,000.00
Services				
5313	Traffic Light Current	\$7,321.56	\$12,000.00	\$12,000.00
5339	Misc Contract Services	\$0.00	\$3,000.00	\$3,000.00
5365	Utility Line RepairMaintenance	\$11,414.02	\$9,000.00	\$9,000.00
Total: Services		\$18,735.58	\$24,000.00	\$24,000.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5632	Motor Vehicles	\$3,675.00	\$70,000.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$0.00	\$0.00
5651	Street Resurfacing	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$3,675.00	\$70,000.00	\$0.00
Department Total: Street Department		(\$92,893.38)	(\$164,000.00)	(\$94,000.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: State Highway Fund		(\$92,893.38)	(\$164,000.00)	(\$94,000.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	310	General Debt Retirement Fund		
Department	991	Debt Service		
Debt Service				
5401	Registrar/Agent/Bank Fees	\$0.00	\$0.00	\$0.00
5402	Expense of Issue	\$0.00	\$0.00	\$0.00
5411	G. O. Note-Principal	\$0.00	\$0.00	\$0.00
5414	G. O. Bond-Principal	\$1,396,084.10	\$1,174,297.00	\$1,204,296.00
5421	G. O. Note-Interest	\$0.00	\$0.00	\$0.00
5424	G. O. Bond-Interest	\$360,415.70	\$324,595.00	\$290,639.00
5431	Refunded Bond Escrow	\$0.00	\$0.00	\$0.00
Total: Debt Service		\$1,756,499.80	\$1,498,892.00	\$1,494,935.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
5519	Miscellaneous Costs	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: Debt Service		(\$1,756,499.80)	(\$1,498,892.00)	(\$1,494,935.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: General Debt Retirement Fund		(\$1,756,499.80)	(\$1,498,892.00)	(\$1,494,935.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	320			
Department	991			
		Special Assessment Debt Ret Fund		
Debt Service				
5401	Registrar/Agent/Bank Fees	\$0.00	\$0.00	\$0.00
5402	Expense of Issue	\$0.00	\$0.00	\$0.00
5415	Special Assessment Bond Principal	\$0.00	\$0.00	\$0.00
5425	Special Assessment Bond Interest	\$0.00	\$0.00	\$0.00
Total: Debt Service		\$0.00	\$0.00	\$0.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: Debt Service		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Special Assessment Debt Ret Fund		\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number		Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	330				
Department	991	Taylor Sq Tlef Debt Retirement			
		Debt Service			
Debt Service					
5411		G. O. Note-Principal	\$0.00	\$0.00	\$0.00
5414		G. O. Bond-Principal	\$400,000.00	\$415,000.00	\$440,000.00
5421		G. O. Note-Interest	\$0.00	\$0.00	\$0.00
5424		G. O. Bond-Interest	\$206,347.13	\$186,348.00	\$165,598.00
5431		Refunded Bond Escrow	\$0.00	\$0.00	\$0.00
Total: Debt Service			\$606,347.13	\$601,348.00	\$605,598.00
Transfers/Other					
5501		Transfers	\$0.00	\$0.00	\$0.00
Total: Transfers/Other			\$0.00	\$0.00	\$0.00
Department Total: Debt Service			(\$606,347.13)	(\$601,348.00)	(\$605,598.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Taylor Sq Tief Debt Retirement		(\$606,347.13)	(\$601,348.00)	(\$605,598.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	710	Water Fund		
Department	735	Water Division		
<u>Personal Services</u>				
5101	Salary-Elected Officials/Director	\$30,044.57	\$30,641.00	\$30,641.00
5102	Wages-Staff	\$190,443.53	\$189,740.00	\$186,147.00
5104	Wages-Part time	\$0.00	\$0.00	\$0.00
5105	Overtime	\$15,563.17	\$2,500.00	\$2,500.00
5106	Longevity	\$974.00	\$1,000.00	\$500.00
5107	Wages-Allocated	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$20,916.67	\$18,000.00	\$18,000.00
5151	PERS Contribution	\$30,380.56	\$31,343.00	\$30,771.00
5161	Group Insurance	\$66,122.26	\$70,511.00	\$70,529.00
5164	Workers Compensation	\$6,135.10	\$6,695.00	\$7,371.00
5166	Medicare	\$3,106.78	\$2,570.00	\$2,511.00
<u>Total: Personal Services</u>		\$363,686.64	\$353,000.00	\$348,970.00
<u>Supplies</u>				
5201	Office Supplies	\$2,913.70	\$2,900.00	\$2,900.00
5203	Computer Supplies	\$498.87	\$800.00	\$800.00
5213	Repair and Maintenance Supplies	\$7,113.89	\$10,000.00	\$10,000.00
5241	Uniforms-Purchased	\$993.71	\$900.00	\$900.00
5251	MV Gas and Oil	\$10,843.23	\$12,000.00	\$12,000.00
5252	Aggregates	\$26,070.97	\$30,000.00	\$30,000.00
5259	Operating Materials and Supplies	\$26,617.50	\$30,000.00	\$30,000.00
5263	Meters-Resale	\$7,967.35	\$25,000.00	\$25,000.00
<u>Total: Supplies</u>		\$83,019.22	\$111,600.00	\$111,600.00
<u>Services</u>				
5311	Utilities	\$5,571.06	\$9,500.00	\$9,500.00
5321	Professional Training	\$413.00	\$1,000.00	\$1,000.00
5322	Conference/Reimb	\$0.00	\$500.00	\$500.00
5323	Publications	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund		710	Water Fund	
Department	735		Water Division	
5324	Professional Association Dues	\$72.00	\$340.00	\$340.00
5325	Educational Assistance	\$0.00	\$500.00	\$500.00
5331	Engineering/Architecture	\$8,137.04	\$14,000.00	\$9,690.00
5339	Misc Contract Services	\$5,039.49	\$27,000.00	\$27,000.00
5351	Liability Insurance Deductible	\$2,904.59	\$3,000.00	\$3,000.00
5352	Motor Vehicle Insurance	\$2,110.95	\$2,250.00	\$2,250.00
5361	Building Repair/Maintenance	\$2,916.76	\$8,000.00	\$8,000.00
5362	Equipment Maintenance	\$1,944.75	\$3,850.00	\$3,850.00
5363	MV Repair/Maintenance- External	\$457.07	\$1,000.00	\$1,000.00
5364	MV Repair/Maintenance- Internal	\$4,103.09	\$6,000.00	\$6,000.00
5365	Utility Line Repair/Maintenance	\$39,105.90	\$34,000.00	\$34,000.00
5366	Computer Maintenance	\$11,259.25	\$12,500.00	\$12,500.00
5378	Columbus Contract	\$4,434,232.67	\$5,025,000.00	\$4,878,640.00
5379	Other Governmental Billings	\$12,799.44	\$13,500.00	\$13,500.00
5391	Postage	\$5,601.65	\$6,500.00	\$6,500.00
5397	Uniform Rental	\$1,491.91	\$1,600.00	\$1,600.00
5399	Other Miscellaneous Services	\$160,155.84	\$156,287.00	\$156,287.00
Total: Services		\$4,698,316.46	\$5,326,327.00	\$5,175,657.00
Debt Service				
5465	Refunds-Consumer Charges	\$0.00	\$0.00	\$0.00
Total: Debt Service		\$0.00	\$0.00	\$0.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
5513	Refunds-Permit	\$0.00	\$0.00	\$0.00
5514	Refunds-Miscellaneous	\$0.00	\$0.00	\$0.00
5516	Refunds-Capacity Charges	\$0.00	\$0.00	\$0.00
5519	Miscellaneous Costs	\$0.00	\$0.00	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	710	Water Fund		
Department	735	Water Division		
5992	Consumer on Account	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$400.00	\$0.00
5632	Motor Vehicles	\$0.00	\$0.00	\$0.00
5633	Machinery and Equipment	\$5,474.00	\$9,000.00	\$0.00
5639	Other Equipment	\$49,418.42	\$87,500.00	\$10,000.00
Total: Capital Purchases		\$54,892.42	\$96,900.00	\$10,000.00
Department Total: Water Division		(\$5,199,914.74)	(\$5,887,827.00)	(\$5,646,227.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	710			
Department	991			
Debt Service	Debt Service			
5411	G. O. Note-Principal	\$0.00	\$0.00	\$0.00
5414	G. O. Bond-Principal	\$283,482.62	\$269,244.00	\$277,677.00
5421	G. O. Note-Interest	\$0.00	\$0.00	\$0.00
5424	G. O. Bond-Interest	\$56,791.43	\$47,153.00	\$38,198.00
Total: Debt Service		\$340,274.05	\$316,397.00	\$315,875.00
Department Total: Debt Service		(\$340,274.05)	(\$316,397.00)	(\$315,875.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Water Fund		(\$5,540,188.79)	(\$6,204,224.00)	(\$5,962,102.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	720	Wastewater/Sewer Fund		
Department	736	Wastewater Division		
Personal Services				
5101	Salary-Elected Officials/Director	\$30,044.07	\$30,641.00	\$30,641.00
5102	Wages-Staff	\$226,881.61	\$199,030.00	\$196,796.00
5104	Wages-Part time	\$0.00	\$0.00	\$0.00
5105	Overtime	\$876.14	\$2,500.00	\$2,500.00
5106	Longevity	\$1,050.00	\$1,050.00	\$1,050.00
5107	Wages-Allocated	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$17,250.01	\$18,000.00	\$18,000.00
5151	PERS Contribution	\$33,871.62	\$32,651.00	\$32,338.00
5161	Group Insurance	\$63,994.50	\$73,062.00	\$73,059.00
5164	Workers Compensation	\$7,362.12	\$6,975.00	\$7,747.00
5166	Medicare	\$3,016.06	\$2,863.00	\$2,840.00
Total: Personal Services		\$384,346.13	\$366,772.00	\$364,971.00
Supplies				
5201	Office Supplies	\$2,599.49	\$2,900.00	\$2,900.00
5203	Computer Supplies	\$498.95	\$500.00	\$500.00
5213	Repair and Maintenance Supplies	\$973.38	\$2,000.00	\$2,000.00
5241	Uniforms-Purchased	\$993.74	\$900.00	\$900.00
5251	MV Gas and Oil	\$10,843.30	\$12,000.00	\$12,000.00
5252	Aggregates	\$0.00	\$750.00	\$750.00
5259	Operating Materials and Supplies	\$1,478.56	\$3,500.00	\$3,500.00
Total: Supplies		\$17,387.42	\$22,550.00	\$22,550.00
Services				
5311	Utilities	\$9,016.56	\$9,000.00	\$9,000.00
5321	Professional Training	\$317.00	\$1,000.00	\$1,000.00
5322	Conference/Reimb	\$0.00	\$500.00	\$500.00
5324	Professional Association Dues	\$128.00	\$130.00	\$130.00
5325	Educational Assistance	\$0.00	\$500.00	\$500.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	720	Wastewater/Sewer Fund		
Department	736	Wastewater Division		
5331	Engineering/Architecture	\$6,072.25	\$14,000.00	\$8,900.00
5339	Misc Contract Services	\$5,332.68	\$5,300.00	\$5,300.00
5351	Liability Insurance Deductible	\$968.20	\$1,400.00	\$1,400.00
5352	Motor Vehicle Insurance	\$2,533.14	\$2,800.00	\$2,800.00
5361	Building Repair/Maintenance	\$2,751.27	\$9,000.00	\$9,000.00
5362	Equipment Maintenance	\$644.39	\$1,950.00	\$1,950.00
5363	MV Repair/Maintenance-External	\$457.08	\$1,000.00	\$1,000.00
5364	MV Repair/Maintenance-Internal	\$4,103.09	\$6,000.00	\$6,000.00
5365	Utility Line Repair/Maintenance	\$85,503.21	\$125,000.00	\$125,000.00
5366	Computer Maintenance	\$10,879.25	\$14,000.00	\$14,000.00
5378	Columbus Contract	\$4,008,276.77	\$5,677,000.00	\$5,511,570.00
5391	Postage	\$5,601.63	\$6,500.00	\$6,500.00
5397	Uniform Rental	\$1,492.57	\$1,600.00	\$1,600.00
5399	Other Miscellaneous Services	\$116,282.49	\$122,000.00	\$122,000.00
Total: Services		\$4,260,359.58	\$5,998,680.00	\$5,828,150.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
5513	Refunds-Permit	\$0.00	\$0.00	\$0.00
5514	Refunds-Miscellaneous	\$0.00	\$0.00	\$0.00
5517	Refunds-Consumer Charges	\$0.00	\$0.00	\$0.00
5519	Miscellaneous Costs	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$400.00	\$400.00
5632	Motor Vehicles	\$34,224.00	\$0.00	\$50,000.00
5633	Machinery and Equipment	\$6,616.15	\$56,000.00	\$0.00
5639	Other Equipment	\$49,418.43	\$87,500.00	\$10,000.00
Total: Capital Purchases		\$90,258.58	\$143,900.00	\$60,400.00

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	720	Wastewater/Sewer Fund		

Department Total: Wastewater Division (\$4,752,351.71) (\$6,531,902.00) (\$6,276,071.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	720	Wastewater/Sewer Fund		
Department	991	Debt Service		
Debt Service				
5414	G. O. Bond-Principal	\$159,229.57	\$87,800.00	\$88,592.00
5424	G. O. Bond-Interest	\$31,108.44	\$14,587.00	\$15,610.00
Total: Debt Service		\$190,338.01	\$102,387.00	\$104,202.00
Department Total: Debt Service		(\$190,338.01)	(\$102,387.00)	(\$104,202.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Wastewater/Sewer Fund		(\$4,942,689.72)	(\$6,634,289.00)	(\$6,380,273.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	740	Storm Water Drainage Fund		
Department	737	Storm Water Division		
Personal Services				
5102	Wages-Staff	\$153,604.83	\$156,738.00	\$156,693.00
5105	Overtime	\$234.78	\$4,900.00	\$4,900.00
5106	Longevity	\$1,932.00	\$1,950.00	\$1,950.00
5107	Wages-Allocated	\$0.00	\$0.00	\$0.00
5109	HSA Employer Funding	\$14,000.00	\$14,000.00	\$12,000.00
5151	PERS Contribution	\$22,183.36	\$22,902.00	\$22,896.00
5161	Group Insurance	\$57,062.72	\$56,590.00	\$45,282.00
5164	Workers Compensation	\$4,908.08	\$4,892.00	\$7,106.00
5166	Medicare	\$1,397.49	\$1,565.00	\$1,565.00
Total: Personal Services		\$255,323.26	\$263,537.00	\$252,392.00
Supplies				
5201	Office Supplies	\$981.05	\$1,500.00	\$1,500.00
5202	Photo Copy Supplies	\$0.00	\$0.00	\$0.00
5203	Computer Supplies	\$208.71	\$750.00	\$750.00
5205	Small Tools/Minor Equipment	\$1,022.61	\$1,000.00	\$1,000.00
5241	Uniforms-Purchased	\$479.80	\$750.00	\$750.00
5251	MV Gas and Oil	\$4,668.15	\$6,500.00	\$6,500.00
5252	Aggregates	\$114.00	\$750.00	\$750.00
5259	Operating Materials and Supplies	\$14,804.22	\$20,000.00	\$20,000.00
Total: Supplies		\$22,278.54	\$31,250.00	\$31,250.00
Services				
5311	Utilities	\$4,193.70	\$8,000.00	\$8,000.00
5321	Professional Training	\$140.00	\$400.00	\$400.00
5322	Conference/Reimb	\$0.00	\$0.00	\$0.00
5324	Professional Association Dues	\$75.00	\$100.00	\$100.00
5331	Engineering/Architecture	\$5,894.91	\$8,000.00	\$8,000.00
5339	Misc Contract Services	\$38,226.21	\$36,000.00	\$44,250.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	740	Storm Water Drainage Fund		
Department	737	Storm Water Division		
5351	Liability Insurance Deductible	\$968.20	\$1,250.00	\$1,250.00
5352	Motor Vehicle Insurance	\$844.38	\$1,750.00	\$1,750.00
5361	Building Repair/Maintenance	\$4,959.25	\$5,000.00	\$5,000.00
5363	MV Repair/Maintenance- External	\$0.00	\$0.00	\$0.00
5364	MV Repair/Maintenance- Internal	\$2,756.34	\$4,500.00	\$4,500.00
5365	Utility Line Repair/Maintenance	\$5,490.00	\$7,500.00	\$7,500.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$5,025.40	\$6,000.00	\$6,000.00
5397	Uniform Rental	\$1,498.61	\$2,000.00	\$2,000.00
5399	Other Miscellaneous Services	\$31,807.39	\$35,000.00	\$35,000.00
Total: Services		\$101,879.39	\$115,500.00	\$123,750.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
5517	Refunds-Consumer Charges	\$0.00	\$0.00	\$0.00
Total: Transfers/Other		\$0.00	\$0.00	\$0.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5632	Motor Vehicles	\$34,716.00	\$140,000.00	\$0.00
5633	Machinery and Equipment	\$0.00	\$42,000.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
5659	Miscellaneous Infrastructure	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$34,716.00	\$182,000.00	\$0.00
Department Total: Storm Water Division		(\$414,197.19)	(\$592,287.00)	(\$407,392.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	740	Storm Water Drainage Fund		
Department	991	Debt Service		
<u>Debt Service</u>				
5414	G. O. Bond-Principal	\$92,000.00	\$95,000.00	\$0.00
5424	G. O. Bond-Interest	\$7,442.60	\$3,781.00	\$0.00
Total: Debt Service		\$99,442.60	\$98,781.00	\$0.00
Department Total: Debt Service		(\$99,442.60)	(\$98,781.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Storm Water Drainage Fund		(\$513,639.79)	(\$691,068.00)	(\$407,392.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	750	Solid Waste Fund		
Department	738	Refuse Collection		
Supplies				
5201	Office Supplies	\$897.25	\$1,500.00	\$2,000.00
5203	Computer Supplies	\$0.00	\$0.00	\$0.00
Total Supplies		\$897.25	\$1,500.00	\$2,000.00
Services				
5315	Private Hauler Contract	\$1,976,288.43	\$2,000,000.00	\$2,000,000.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$0.00	\$0.00
5391	Postage	\$5,601.62	\$7,000.00	\$7,500.00
5399	Other Miscellaneous Services	\$33,472.75	\$36,000.00	\$38,000.00
Total Services		\$2,015,362.80	\$2,043,000.00	\$2,045,500.00
Debt Service				
5465	Refunds-Consumer Charges	\$0.00	\$0.00	\$0.00
Total Debt Service		\$0.00	\$0.00	\$0.00
Transfers/Other				
5501	Transfers	\$0.00	\$0.00	\$0.00
Total Transfers/Other		\$0.00	\$0.00	\$0.00
Department Total: Refuse Collection		(\$2,016,260.05)	(\$2,044,500.00)	(\$2,047,500.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Solid Waste Fund		(\$2,016,260.05)	(\$2,044,500.00)	(\$2,047,500.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	970	Taylor Sq School Tief		
Department	000	General		
Project	0002	Phase II		
Services				
5373	Auditor/Treasurer Fees	\$25,367.81	\$18,000.00	\$38,000.00
Total: Services		\$25,367.81	\$18,000.00	\$38,000.00
Transfers/Other				
5501	Transfers	\$606,348.00	\$604,348.00	\$605,598.00
5527	Agency/Tief Distributions	\$1,132,734.14	\$750,000.00	\$1,320,000.00
Total: Transfers/Other		\$1,739,082.14	\$1,354,348.00	\$1,925,598.00
Project Total: Phase II		(\$1,764,449.95)	(\$1,372,348.00)	(\$1,963,598.00)
Department Total: General		(\$1,764,449.95)	(\$1,372,348.00)	(\$1,963,598.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Taylor Sq School Tief (\$1,764,449.95) (\$1,372,348.00) (\$1,963,598.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund 971	Brice Main TIF			
Department 000	General			
Transfers/Other				
5527	Agency/Tief Distributions	\$125,000.00	\$130,000.00	\$140,000.00
Total: Transfers/Other		\$125,000.00	\$130,000.00	\$140,000.00
Project 4001	Tief-Home Depot			
Services				
5373	Auditor/Treasurer Fees	\$1,626.65	\$1,700.00	\$2,000.00
Total: Services		\$1,626.65	\$1,700.00	\$2,000.00
Project Total: Tief-Home Depot		(\$1,626.65)	(\$1,700.00)	(\$2,000.00)
	Tief-Walgreens			
Services				
5373	Auditor/Treasurer Fees	\$753.25	\$800.00	\$1,000.00
Total: Services		\$753.25	\$800.00	\$1,000.00
Project Total: Tief-Walgreens		(\$753.25)	(\$800.00)	(\$1,000.00)
Department Total: General		(\$127,379.90)	(\$132,500.00)	(\$143,000.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	971			
Department	991			
Debt Service	Debt Service			
5414	G. O. Bond-Principal	\$75,000.00	\$75,000.00	\$75,000.00
5424	G. O. Bond-Interest	\$13,345.25	\$12,070.00	\$11,330.00
Total: Debt Service		\$88,345.25	\$87,070.00	\$86,330.00
Department Total: Debt Service		(\$88,345.25)	(\$87,070.00)	(\$86,330.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Brice Main Tif		(\$215,725.15)	(\$219,570.00)	(\$229,330.00)

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	972	Kroger Tif Debt Retirement		
Department	000	General		
Project	4000	Tief-General		
Services				
5373	Auditor/Treasurer Fees	\$998.71	\$1,000.00	\$1,200.00
Total: Services		\$998.71	\$1,000.00	\$1,200.00
Project Total: Tief-General		(\$998.71)	(\$1,000.00)	(\$1,200.00)
Department Total: General		(\$998.71)	(\$1,000.00)	(\$1,200.00)

Expense Budget Worksheet Report

Account Number		Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	972	Kroger Tif Debt Retirement			
Department	991	Debt Service			
Debt Service					
5414		G. O. Bond-Principal	\$32,353.99	\$33,333.00	\$0.00
5424		G. O. Bond-Interest	\$1,729.73	\$752.00	\$0.00
Total: Debt Service			\$34,083.72	\$34,085.00	\$0.00
Department Total: Debt Service			(\$34,083.72)	(\$34,085.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Kroger Tif Debt Retirement		(\$35,082.43)	(\$35,085.00)	(\$1,200.00)
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	973	Summit Rd Tif #1		
Department	000	General		
Project	4000	Tief-General		
Services				
5373	Auditor/Treasurer Fees	\$0.00	\$125.00	\$0.00
Total: Services		\$0.00	\$125.00	\$0.00
Project Total: Tief-General		\$0.00	(\$125.00)	\$0.00
Department Total: General		\$0.00	(\$125.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Summit Rd Tif #1		\$0.00	(\$125.00)	\$0.00
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	974	Taylor Rd Tif #1		
Department	000	General		
Project	4000	Tief-General		
Services				
5373	Auditor/Treasurer Fees	\$191.65	\$800.00	\$0.00
Total: Services		\$191.65	\$800.00	\$0.00
Project Total: Tief-General		(\$191.65)	(\$800.00)	\$0.00
Department Total: General		(\$191.65)	(\$800.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
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Fund Total: Taylor Rd Tif #1		(\$191.65)	(\$800.00)	\$0.00
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City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	975	Taylor Rd Trif #2		
Department	000	General		
Project	4000	Trif-General		
Services				
5373	Auditor/Treasurer Fees	\$9.67	\$50.00	\$0.00
Total Services		\$9.67	\$50.00	\$0.00
Project Total: Trif-General		(\$9.67)	(\$50.00)	\$0.00
Department Total: General		(\$9.67)	(\$50.00)	\$0.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund Total: Taylor Rd Tif #2		(\$9,67)	(\$50,00)	\$0.00
Net Grand Totals:		(\$33,494,983.51)	(\$37,320,429.00)	(\$36,945,591.00)

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	554	City Attorney		
Personal Services				
5101	Salary-Elected Officials/Director	\$97,802.12	\$97,803.00	\$97,803.00
5102	Wages-Staff	\$142,172.27	\$158,491.00	\$157,740.00
5104	Wages-Part time	\$71,340.13	\$63,247.00	\$62,954.00
5105	Overtime	\$0.00	\$0.00	\$0.00
5106	Longevity	\$1,000.00	\$1,062.00	\$500.00
5109	HSA Employer Funding	\$11,000.00	\$16,000.00	\$16,000.00
5151	PERS Contribution	\$42,461.98	\$44,884.00	\$44,660.00
5161	Group Insurance	\$49,071.06	\$64,802.00	\$64,748.00
5166	Medicare	\$4,429.89	\$4,649.00	\$4,625.00
Total, Personal Services		\$419,277.45	\$450,938.00	\$449,030.00
Supplies				
5201	Office Supplies	\$2,544.56	\$1,500.00	\$1,500.00
5203	Computer Supplies	\$0.00	\$400.00	\$400.00
5205	Small Tools/Minor Equipment	\$0.00	\$500.00	\$500.00
Total, Supplies		\$2,544.56	\$2,400.00	\$2,400.00
Services				
5321	Professional Training	\$1,088.37	\$1,500.00	\$1,500.00
5322	Conference/Reimb	\$0.00	\$250.00	\$250.00
5323	Publications	\$4,303.59	\$5,500.00	\$5,500.00
5324	Professional Association Dues	\$1,225.00	\$1,500.00	\$1,500.00
5332	Legal Services	\$6,411.50	\$20,000.00	\$20,000.00
5333	Outside Professional Services	\$12,500.04	\$12,550.00	\$12,550.00
5337	Public Defender	\$3,200.12	\$5,000.00	\$5,000.00
5339	Misc Contract Services	\$1,500.00	\$1,600.00	\$1,600.00
5341	Court Costs and Fees	\$6.50	\$300.00	\$300.00
5351	Liability Insurance Deductible	\$0.00	\$0.00	\$0.00
5362	Equipment Maintenance	\$0.00	\$0.00	\$0.00
5366	Computer Maintenance	\$0.00	\$250.00	\$250.00

City of Reynoldsburg ***LIVE***

Expense Budget Worksheet Report

Account Number	Description	2014 Actual Amount	2015 Adopted Budget	2016 Department Entry
Fund	110	General Fund		
Department	554	City Attorney		
5391	Postage	\$377.26	\$500.00	\$500.00
5399	Other Miscellaneous Services	\$2,060.16	\$2,500.00	\$2,500.00
Total: Services		\$32,672.54	\$51,450.00	\$51,450.00
Capital Purchases				
5631	Furniture and Fixtures	\$0.00	\$0.00	\$0.00
5639	Other Equipment	\$0.00	\$0.00	\$0.00
Total: Capital Purchases		\$0.00	\$0.00	\$0.00
Department Total: City Attorney		(\$454,494.55)	(\$504,788.00)	(\$502,880.00)
Fund Total: General Fund		(\$454,494.55)	(\$504,788.00)	(\$502,880.00)
Net Grand Totals:		(\$454,494.55)	(\$504,788.00)	(\$502,880.00)

City of Reynoldsburg

2016 Interim Budget

Submitted by Brad McCloud

DEPARTMENT	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2016 Budget Request (5600)	2016 Estimated Revenue	2015 Budget	2014 Actual	2013 Actual	2012 Actual	2011 Actual	2010 Actual
110-111-0000 POLICE	8,197,342	297,110	530,790	0	0	10,000	8,035,242	9,056,927	9,056,927	8,704,181	8,175,214	8,167,004	7,703,666	7,231,700
110-290-0000 MECHANIC	135,399	83,300	36,700	0	0	0	235,399	224,402	224,402	217,706	239,005	224,402	241,949	243,272
110-340-0000 PARKS & RECR.	647,199	191,880	295,085	0	0	0	1,134,164	961,653	961,653	961,653	784,199	788,484	799,619	826,956
110-343-0000 SENIOR CENTER	142,516	14,914	28,900	0	0	0	186,330	168,502	179,184	153,502	168,201	160,797	181,097	159,749
110-448-0000 SERVICE	501,021	18,000	581,150	0	0	0	1,101,171	1,065,068	1,065,068	934,609	893,380	808,865	839,589	838,530
110-449-0000 ENGINEERING	0	0	0	0	0	0	0	2,772	0	2,772	76,158	106,829	51,888	108,834
110-479-0000 BUILDING	342,046	9,200	46,600	0	0	0	397,846	397,925	397,846	307,925	287,726	308,097	215,246	201,298
110-522-0000 MAJOR	156,922	1,100	33,200	0	0	0	191,222	199,964	199,964	193,731	204,851	182,231	182,231	201,532
110-534-0000 CIVIL SERVICE	43,305	800	19,000	0	0	0	63,105	62,605	62,605	59,731	50,788	73,542	50,653	48,587
110-545-0000 CITY AUDITOR	335,228	3,700	70,100	0	0	0	409,028	397,848	397,848	382,712	337,503	336,890	338,044	388,457
110-554-0000 CITY ATTORNEY	444,959	2,400	51,450	0	0	0	498,809	504,788	504,788	454,495	478,277	455,053	453,244	441,411
110-571-0000 CITY COUNCIL	191,002	1,700	46,480	0	0	0	239,182	239,182	205,934	172,331	186,458	203,802	286,406	302,659
110-580-0000 DEVELOPMENT	205,572	2,000	37,400	0	0	0	244,972	223,426	223,426	382,400	148,651	136,262	404,174	235,456
110-582-0000 HUMAN RE.	67,904	9,800	20,650	0	0	0	98,354	63,173	454,074	54,180	292,042	352,564	215,246	154,829
110-584-0000 COMPUTER	185,735	3,000	223,735	0	0	0	411,735	286,199	286,199	246,632	236,626	252,205	241,733	229,888
110-593-0000 CLERK OF COURTS	194,702	4,500	88,800	0	0	0	288,002	610,131	692,553	610,131	459,396	626,507	607,746	611,909
110-599-0000 GENERAL ADMIN.	281,500	3,500	508,800	0	0	13,000	808,800	219,430	219,430	219,428	212,865	205,667	205,667	202,756
110-810-0000 PUBLIC HEALTH	0	0	271,289	0	0	0	271,289	0	0	0	0	0	0	0
TOTAL GENERAL FUND	12,072,355	647,904	2,899,394	0	0	23,000	15,632,653	16,000,000	15,270,349	14,293,641	13,343,367	13,300,498	13,082,954	12,649,127
220-564-0000 INCOME TAX	75,012	600	70,400	0	951,000	0	1,097,012	302,500	1,047,892	386,255	766,343	326,736	452,649	415,085
260-268-0000 STREET	543,708	272,500	126,300	0	0	0	942,508	1,320,000	1,187,200	1,049,402	866,750	736,863	946,864	990,583
270-268-0000 STATE HIGHWAY	0	70,000	24,000	0	0	0	94,000	105,000	164,000	92,883	142,116	97,289	89,531	65,868
710-735-0000 WATER	354,875	111,600	5,175,657	315,875	0	10,000	5,967,807	6,800,000	6,204,224	5,540,189	5,830,050	5,512,089	5,447,365	4,982,412
720-736-0000 WASTEWATER	371,020	22,550	5,828,150	104,202	0	10,000	6,335,922	6,900,000	6,534,224	4,942,660	5,999,803	4,756,428	5,456,399	5,009,918
740-737-0000 STORM WATER	256,252	2,250	123,750	0	0	0	411,252	675,000	691,068	513,640	468,020	412,894	332,645	437,294
750-738-0000 REFUSE COLL.	0	2,000	2,045,500	0	0	0	2,047,500	2,040,000	2,044,500	2,016,250	2,046,808	1,996,179	1,947,658	2,284,363
230-000-0000 PERMISSIVE LIC.	0	0	0	0	0	0	0	0	0	117,653	117,896	117,896	115,869	117,167
240-000-0000 POLICE PENSION	160,000	0	250	127,199	3,000	0	163,000	189,900	163,000	192,970	192,743	192,705	233,232	277,876
250-000-0000 SEWER CAPACITY	0	0	0	0	0	0	127,449	25,000	132,690	71,331	74,827	49	0	245,468
TOTALS	1,750,667	510,500	13,394,007	547,276	954,000	20,000	17,186,450	18,357,400	18,256,863	14,756,640	16,505,111	14,169,112	15,022,223	14,826,035
211-000-0000 COURT COMPUTER	0	16,000	27,000	0	0	10,000	53,006	0	53,000	28,068	36,936	16,747	11,873	0
282-111-0000 COPS IN SCHOOL	0	0	0	0	0	0	0	0	0	0	30,054	4,495	9,251	109,710
290-111-0000 LAW ENFORCEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	1,180
291-111-0000 DRUG ENFORCEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	4,482
292-111-0000 SAFETY BELT PROG	0	0	0	0	0	0	0	0	0	0	0	0	0	13,412
293-111-0000 EDUCATION	0	0	0	0	0	0	0	0	0	0	8,592	25,651	11,946	33,747
294-111-0000 FEDERAL FORFEITURE	0	0	0	0	0	0	0	0	0	0	0	0	5,911	0
295-111-0000 LAW ENFORCEMENT	0	0	0	0	0	0	0	0	0	0	7,549	9,857	15,486	6,928
297-111-0000 EDWARD BYRNE	0	0	0	1,494,935	0	0	1,494,935	1,800,000	1,498,892	1,756,500	1,830,362	1,907,206	1,901,791	1,838,323
310-000-0000 GENERAL DEBT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
320-000-0000 S. A. DEBT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
330-000-0000 TAYLOR SQ. DEBT	0	0	0	605,598	0	0	605,598	601,348	601,348	606,347	603,522	604,523	609,742	603,793
390-000-0000 EMPLOYEE FUND	0	0	0	0	0	0	0	0	0	0	2,339	1,443	1,949	2,273
970-000-0000 TAYLOR SQ. TIF	0	0	39,000	0	1,925,598	0	1,964,598	1,950,000	622,348	1,754,450	2,046,808	647,546	609,743	20,352
971-000-0000 BRICE-MAIN DEBT	0	0	3,000	86,330	0	0	89,330	220,000	89,570	90,725	306,582	202,722	222,726	231,252
972-000-0000 KROGER TIF DEBT	0	0	1,200	0	0	0	1,200	78,000	36,085	35,082	39,711	34,084	34,810	35,100
973-000-0000 SUMMIT RD TIF #1	0	0	100	0	0	0	100	500	125	192	0	0	1	2
974-000-0000 TAYLOR RD TIF #1	0	0	350	0	0	0	350	18,000	800	10	724	339	724	262
975-000-0000 TAYLOR RD TIF #2	0	0	50	0	0	0	50	800	50	10	10	9	34	34
TOTAL MISC FUNDS	0	16,000	70,700	2,185,863	1,925,598	10,000	4,209,161	4,668,648	2,901,218	4,281,374	4,912,775	3,454,622	3,435,984	2,900,850
GRAND TOTALS	13,833,022	1,174,404	16,354,101	2,734,139	2,879,598	53,000	37,028,264	39,028,048	35,463,722	33,360,656	34,761,263	30,924,732	31,561,161	30,575,012

ORDINANCE TO MAKE A INTERIM APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2016 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2016, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2016.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the following appropriations are hereby made in the General Fund (110):

Department	#	Personal	Supplies	Services	Debt	Other	Capital	2015
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	8,197,342	297,110	530,790			10,000	9,035,242
MECHANIC	290	135,399	83,300	36,700			0	255,399
PARKS & RECR.	340	647,199	191,880	295,085			0	1,134,164
SENIOR CENTER	343	142,516	14,914	28,900			0	186,330
SERVICE	448	501,021	19,000	581,150			0	1,101,171
ENGINEER	449							
BUILDING	479	342,049	9,200	46,600			0	397,849
MAYOR	522	156,922	1,100	33,200			0	191,222
CIVIL SERVICE	534	43,305	800	19,000			0	63,105
CITY AUDITOR	545	335,228	3,700	70,100			0	409,028
CITY ATTORNEY	554	444,959	2,400	51,450			0	498,809
CITY COUNCIL	571	191,002	1,700	46,480			0	239,182
DEVELOPMENT	580	205,572	2,000	37,400			0	244,972
HUMAN RE.	582	67,904	9,800	20,650			0	98,354
COMPUTER	584	185,735	3,000	223,000			0	411,735
CLERK OF COURTS	593	194,702	4,500	88,800			0	288,002
GENERAL ADMIN.	595	281,500	3,500	508,800			13,000	806,800
PUBLIC HEALTH	810			271,289				271,289
GENERAL FUND		12,072,355	647,904	2,889,394	0	0	23,000	15,632,653

SECTION 2. That the following appropriations are hereby made in the following funds:

Fund	#	Personal	Supplies	Services	Debt	Other	Capital	2015
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
INCOME TAX	220	75,012	600	70,400		951,000	0	1,097,012
COURT COMPUTER	211		16,000	27,000			10,000	53,000
STREET	260	543,708	272,500	126,300			0	942,508
STATE HIGHWAY	270	0	70,000	24,000			0	94,000
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUI/EDUCATION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	354,675	111,600	5,175,657	315,875		10,000	5,967,807
WASTEWATER	720	371,020	22,550	5,828,150	104,202		10,000	6,335,922
STORM WATER	740	256,252	31,250	123,750	0		0	411,252
REFUSE COLL.	750		2,000	2,045,500				2,047,500
PERMISSIVE LIC.	230							0
POLICE PENSION	240	160,000		0	0	3,000	0	163,000
SEWER CAPACITY	250		0	250	127,199			127,449
GENERAL DEBT	310	0	0	0	1,494,935			1,494,935
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330	0	0	0	605,598			605,598
EMPLOYEE FUND	690						0	0
Taylor Sq Tif	970	0	0	39,000	0	1,925,598	0	1,964,598
BRICE-MAIN DEBT	971	0	0	3,000	86,330	0	0	89,330
KROGER TIF DEBT	972	0	0	1,200	0	0	0	1,200
SUMMIT RD TIF #1	973	0	0	100	0	0	0	100
TAYLOR RD TIF #1	974	0	0	350	0	0	0	350
TAYLOR RD TIF #2	975	0	0	50	0	0	0	50
TOTALS		1,760,667	526,500	13,464,707	2,734,139	2,879,598	30,000	21,395,611

SECTION 3. That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 86-09 adopted by Reynoldsburg City Council on December 14, 2009.

SECTION 4. That the unencumbered balances as of December 31, 2015 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2015 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$ 605,598 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$ 1,320,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 8. That the amount of \$ 140,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That the effective date of the appropriations in this ordinance shall be January 1, 2016

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2016 must be adopted by City Council prior to April 1, 2016; and shall be in effect upon the signature of the Mayor.

City Auditors Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: December 21, 2015**TO: Finance Committee**

RE: Ordinance Making Transfer of Funds Among Various General Fund Departments, Making Appropriations for the Permissive Tax Fund for Tresurer Fees, Making Appropriations for the Street Fund for Wages-Staff, Making Appropriations for the Street Fund for Group Insurance, Making Appropriations for the Sidewalk Fund for Fees, Making Appropriations for the Visitor Bureau Fund for Agency Distributions, Making Appropriations for the Demolition Fund for Refund, Making Appropriations for the Taylor Square Tif Fund for Treasurer Fees, Making Appropriations for the Brice Main Tif Fund for Agency Distributions, Making Appropriations for the Kroger Tif Fund for Treasurer Fees, and Declaring an Emergency. (First Reading 12/14/2015 - Requesting Passage at Second Reading).

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Request Council inappropriate and appropriate monies from the attached memo.

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Memo

To: City Council

From: Richard Harris, City Auditor

Date: November 24, 2015

Re: 2015 Clean Up Ordinance

We are requesting Council unappropriate the following monies to General Fund:

1. Service Dept	account 110.448.5161	Group Insurance	\$10,000.00
2. Building Dept	account 110.479.5161	Group Insurance	\$10,000.00
3. Mayor Dept	account 110.522.5102	Wages Staff	\$3,000.00
4. City Attorney	account 110.554.5161	Group Insurance	\$7,500.00
5. Development	account 110.580.5161	Group Insurance	\$9,500.00
6. Service Dept	account 110.448.5331	Engineering	\$21,509.51
7. General Admin	act 110.595.5371	Election Exp	\$20,000.00
Total			\$81,509.51

We are requesting the following appropriations from the General Fund

1. Police	account 110.111.5105	Overtime	\$31,000.00
2. Senior Center	account 110.343.5104	Wages Part Time	\$2,000.00
3. Civil Service	account 110.534.5151	PERS	\$500.00
4. Human Res	account 110.582.5101	Wages Director	\$4,000.00
5. Human Res	account 110.582.5151	PERS	\$1,000.00
6. Human Res	account 110.582.5161	Group Insurance	\$1,000.00
7. Computer	account 110.584.5105	Overtime	\$ 500.00
8. General Admin	act 110.595.5639	Other Equip	\$3,000.00
9. Public Health	account 110.810.5376	County Health	\$38,509.51
Total			\$81,509.51

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Request Council approve the following appropriations from Enterprise Funds:

1. Permissive Tax	account 250.000.0080.5373	Treasurer Fees	\$400.00
2. Street	account 260.268.5102	Wages Staff	\$1,250.00
3. Street	account 260.268.5161	Group Ins	\$1,250.00
4. Sidewalk	account 420.000.0004.5653	Fees	\$ 145.00
5. Sidewalk	account 420.000.0005.5653	Fees	\$ 82.00
6. Visitor Bur	account 920.000.5527	Distributions	\$75,000.00
7. Demolition	account 925.000.5512	Refund	\$1,000.00
8. Taylor SQ TIF	account 970.000.0002.5373	Treasurer Fees	\$20025.00
9. Brice Main TIF	account 971.000.5527	Distribution	\$ 8,900.00
10. Kroger TIF	account 972.000.4000.5373	Treasurer Fees	\$30.00

Request Council transfer from the unappropriated General Fund to the unappropriated Brice Main TIF Fund \$10,000.00.

Department	Amended Budget	Estimated Expense	over (short)	Budget % to total	Actual % to total	Personal Services Adjustments			
General Fund:									
Police	8,068,783.97	8,091,699.17	(22,915.20)	60%	61%			31,000.00	110,111.5105
Mechanic	121,664.00	121,535.02	128.98	1%	1%				Overtime
Parks and Rec	628,147.00	600,177.22	27,969.78	5%	5%				
Senior Center	141,014.00	142,576.78	(1,562.78)	1%	1%			2,000.00	110,343.5104
Service Department	497,718.00	482,576.00	15,142.00	4%	4%			(10,000.00)	110,448.5161
Building	302,803.00	290,681.52	12,121.48	2%	2%			(10,000.00)	110,479.5161
Mayor	160,330.00	156,127.07	4,202.93	1%	1%			(3,000.00)	110,522.5102
Civil Service	43,305.00	42,980.32	324.68	0%	0%			500.00	110,534.5151
City Auditor	329,398.00	325,746.74	3,651.26	2%	2%				
City Attorney	450,938.00	440,242.65	10,695.35	3%	3%			(7,500.00)	110,554.5161
City Council	192,583.00	181,052.23	11,530.77	1%	1%				Group Insurance
Development	209,394.00	190,922.12	18,471.88	2%	1%			(9,500.00)	110,580.5161
Human Resource	51,961.00	57,182.70	(5,221.70)						Group Insurance
Computer	183,074.00	183,471.92	(397.92)	0%	0%				Wages Director
Clerk of Courts	193,699.00	193,368.36	330.64	1%	1%			6,000.00	110,582.5151-1000
General and Admin	267,737.00	267,061.95	675.05	2%	2%			500.00	110,581.5161-1000
									Overtime
Total General Fund	11,842,548.97	11,767,401.77	75,147.20	88%	88%			-	
Tax	74,494.00	74,383.20	110.80	1%	1%				
Street Dept	519,690.00	520,714.62	(1,024.62)	4%	4%			2,500.00	260,268.5102-1250
Water Dept	353,814.00	345,154.47	8,659.53	3%	3%				Wages Staff
Waste/Water Dept	367,619.00	358,904.22	8,714.78	3%	3%				Group Insurance
Storm Water Dept	264,131.00	253,488.72	10,642.28	2%	2%				
Total Special Funds	1,579,748.00	1,552,645.23	27,102.77	12%	12%				
Total General and Special funds	13,422,296.97	13,320,047.00	102,249.97	100%	100%				

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Memo

To: City Council

From: Richard Harris

Date: City Auditor

Re: 2016 Clean-up Ordinance Addition

I will need the following addition to the Clean-up Ordinance.

Appropriate \$689.64 from the Unappropriated Employees Fund (690) to account 690.000.5529 (Distributions).

This is an Agency Fund so there are no taxpayer monies in this account.

CC: Mayor McCloud
Attorney Hood

Attachment: 2015-12-16 Mendments to Clean up Ordinance (1267 : 2015 CleanUp Ordinance)

Other Amendments to the Clean-Up Ordinance:

In Section 1. Remove an additional \$100 from Service Department account no. 110.448.5161 "Group Insurance".

In Section 2. Added \$100.00 to the Mechanic Department account no. 110.290.5105 "Overtime" from General Fund.

That an amount of \$700,000 be unappropriated from the Water Department account no. 710.735.5300 which had been appropriated to sub account number 710.735.5378 "Columbus Contract" and be transferred to the Water Fund. –Added as Section 15.

That an amount of \$990,000 be unappropriated from the Watewater/Sewer Department account number 720.736.5300 which had been appropriated to sub account no. 720.736.5378 "Columbus Contract" and be transferred to the Wastewater/Sewer Fund. – Added as Section 16.

City Auditors Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **December 21, 2015****TO:** **Finance Committee****RE:** Ordinance to Adopt the Revised Bylaws of the Treasury Investment
Board. (Second Reading 12/14/2015).

Request Council adopt the attached TIB Bylaws. These were approved by the TIB at the October Meeting

**INVESTMENT POLICY
OF THE CITY OF REYNOLDSBURG, OHIO**

_____, 2015

I. SCOPE OF POLICY

The City of Reynoldsburg, Ohio (the "City") pools all cash for investment purposes. The funds available for investment include the General Fund, special revenue funds, capital project funds, enterprise funds, debt service funds and trust and agency funds to the extent that they are not required by law to be kept segregated and managed separately. All cash not immediately required for expenditures shall be invested by the City Auditor as described in this Investment Policy.

II. OBJECTIVES

All investments of the City shall be made while pursuing the following objectives in the order of priority as follows: (a) preservation of capital and protection of principal, (b) maintenance of sufficient liquidity to meet any expected or unexpected needs, (c) maximization of return on the portfolio, (d) diversification of investments into various Eligible Investments and (e) diversification of investments into various Eligible Institutions.

III. INVESTING AUTHORITY

Responsibility for the collection and investment of all City funds is assigned to the City Auditor pursuant to Section 7.06 of the City Charter, subject to the direction of City Council by ordinance or resolution. To assist the City Auditor in this responsibility, the Treasury Investment Board was created pursuant to Section 7.06 of the City Charter.

IV. DEFINITIONS

The following capitalized terms shall have the following meanings in this Investment Policy, unless the context clearly otherwise requires:

"City" means the City of Reynoldsburg, Ohio.

"City Auditor" means the City Auditor of the City.

"City Council" means the City Council of the City.

"Designated Public Depository" means an eligible public depository described in Section 135.03 of the Ohio Revised Code and designated by the City in accordance with Section 135.12 of the Ohio Revised Code.

"Eligible Dealer" means a member of the Financial Industry Regulatory Authority (FINRA), or savings and loan association regulated by the Superintendent of Financial Institutions, or through an institution regulated by the Comptroller of the Currency, Federal Deposit Insurance Corporation, or Board of Governors of the Federal Reserve System.

"Eligible Institution" means any national bank, any bank doing business under authority granted by the Superintendent of Financial Institutions, or any bank doing business under authority granted by the regulatory authority of another state of the United States, or any federal savings association, any savings and loan association or savings bank doing business under authority granted by the Superintendent of Financial Institutions, or any savings and loan association or savings bank doing business under authority granted by the regulatory authority of another state of the United States, located in this state, and authorized to accept deposits that satisfies the requirements of Section 135.03 of the Ohio Revised Code.

"Eligible Investments" means those investments described in Section V.

"Federal Securities" means, collectively, (a) United States treasury bills, notes, bonds, or any Other Obligation or security issued by the United States Treasury or any Other Obligation guaranteed as to principal and interest by the United States; and (b) bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the Federal National Mortgage Association, Federal Home Loan Bank, Federal Farm Credit Bank, Federal Home Loan Mortgage Corporation, and Government National Mortgage Association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

"Investment or Deposit Agreement" means any agreement between the City and a person, under which agreement the person agrees to invest, deposit, or otherwise manage the City monies on behalf of the City, or agrees to provide investment advice to the City.

"Investment Policy" means this Investment Policy, which was approved by the City Council on _____, 2015.

"Treasury Investment Board" means the Treasury Investment Board of the City.

"Written Repurchase Agreement" means an agreement entered into between the City and any Eligible Institution or any Eligible Dealer, under which the City purchases, and such Eligible Institution or Eligible Dealer agrees unconditionally to repurchase any of the following securities: (a) Eligible Securities described in Section V(A)(1); (b) Eligible Securities described in Section V(A)(2); (c) Eligible Securities described in Section V(A)(3) or (d) CDARS described in Section V(C).

V. ELIGIBLE INVESTMENTS AND RELATED PROVISIONS

A. Eligible Securities

The City Auditor may invest or deposit any part or all of the City's monies in any of the following classifications of obligations (collectively, *"Eligible Securities"*):

1. United States treasury bills, notes, bonds, or any Other Obligation or security issued by the United States Treasury or any Other Obligation guaranteed as to principal and interest by the United States.

2. Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the Federal National Mortgage Association, Federal Home Loan Bank, Federal Farm Credit Bank, Federal Home Loan Mortgage Corporation, and Government National Mortgage Association. All federal agency securities shall be rated at the time of purchase in the three (3) highest classifications established by at least one nationally recognized standard rating service and be direct issuances of federal government agencies or instrumentalities.
3. Bonds and other obligations of this state, or the political subdivisions of this state, provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply: (a) the bonds or other obligations are payable from general revenues of the political subdivision and backed by the full faith and credit of the political subdivision; (b) the bonds or other obligations are rated at the time of purchase in the two (2) highest classifications established by at least one nationally recognized standard rating service and purchased through a registered securities broker or dealer; (c) the aggregate value of the bonds or other obligations does not exceed 20% of City monies available for investment at the time of purchase; and (d) the City Auditor is not the sole purchaser of the bonds or other obligations at original issuance.

The City Auditor shall not make any investment in bonds and other obligations of this state, or the political subdivisions of this state, unless the City Auditor has completed additional training for making these investments that is approved by the Auditor of State.

4. Bonds or other obligations of the City.
5. The Ohio subdivision's fund; provided that the City Auditor shall not invest public moneys of the City in the Ohio subdivision's fund if the fund does not maintain the highest letter or numerical rating provided by at least one nationally recognized standard rating service. The City Auditor shall not be required to divest in the fund during the initial 180 days following the Auditor of State's receipt of notice that the fund does not maintain the highest letter or numerical rating provided by at least one nationally recognized standard rating service.

B. Written Repurchase Agreement

The City Auditor may enter into a Written Repurchase Agreement. The market value of securities subject to an overnight Written Repurchase Agreement must exceed the principal value of the overnight Written Repurchase Agreement by at least 2%. A Written Repurchase Agreement shall not exceed 30 days and the market value of securities subject to a Written Repurchase Agreement must exceed the principal value of the Written Repurchase Agreement by at least 2% and be marked to market daily. All securities purchased pursuant to a Written Repurchase Agreement shall be delivered into the custody of the City Auditor or an agent designated by the City Auditor. A Written Repurchase Agreement with an Eligible Dealer shall be transacted on a delivery versus payment basis. The agreement shall contain the requirement that for each transaction pursuant to the agreement the participating Eligible Institution or Eligible Dealer shall provide all of the following information: (1) the par value of the securities; (2) the type, rate, and maturity date of the securities; and (3) a numerical identifier generally accepted in the securities industry that designates the securities.

C. Certificate of Deposit Account Registry Services (CDARS)

In addition to the authority provided elsewhere in this Investment Policy, the City Auditor may invest City monies in certificates of deposit in accordance with all of the following:

1. The City Auditor initially deposits the City monies to be invested with the Designated Public Depository.
2. On the City Auditor's behalf, the Designated Public Depository invests the deposited City monies in certificates of deposit of one or more federally insured banks, savings banks, or savings and loan associations, wherever located.
3. The full amount of principal and any accrued interest of each certificate of deposit invested shall be insured by federal deposit insurance.
4. On the City Auditor's behalf, the Designated Public Depository acts as custodian of the certificates of deposit.
5. On the same date the Designated Public Depository redeposits the public moneys, the Designated Public Depository may, in its sole discretion, choose whether to receive deposits, in any amount, from other banks, savings banks, or savings and loan associations.
6. The Designated Public Depository provides to the City Auditor a monthly account statement that includes the amount of its funds deposited and held at each bank, savings bank, or savings and loan association for which the Designated Public Depository acts as the custodian on the City Auditor's behalf.

City monies deposited or invested in accordance with this Section V are not subject to any pledging requirements described in Sections 135.18, 135.181 or 135.182 of the Ohio Revised Code.

D. PORTFOLIO DIVERSIFICATION

It is the goal of this Investment Policy that the investment portfolio of the City will not exceed the following diversification limits: (a) aggregate investments at any one Eligible Bank or other Eligible Institution will at no time exceed thirty-five percent (35%) of the City's investment portfolio, (b) funds invested in the Ohio subdivision's fund (State Treasurers Investment Pool - STAR OHIO) will not exceed forty percent (40%) of the City's investment portfolio and (c) excess checking deposit funds will be invested at the end of each day in Written Repurchase Agreements by the authorized lead bank.

E. MATURITY OF ELIGIBLE INVESTMENTS

The City Auditor will determine what monies may be considered as interim funds. After that determination, and subject to approval by the Treasury Investment Board, the City will invest in eligible investments. The City Auditor will periodically monitor and allocate such eligible investments with varying maturities. The City Auditor will attempt to match the investments to anticipated cash flow requirements.

F. REPORTING

The City Auditor shall provide City Council and the Treasury Investment Board with a monthly investment report providing which provides the following information about each investment: (a) the financial institution, (b) type of investment, (c) certificate or reference number, (d) yield to maturity, (e) purchase date, (f) maturity date, (g) coupon/interest rate, (h) purchase price, (i) par value, (j) current market value and (k) interest earned.

Once a quarter, the City Auditor will submit a report to the Treasury Investment Board and City Council that provides a summary of investment transactions and performance results for the preceding quarter.

Prior to February 1 of each year, the City Auditor will submit a report to City Council and the Treasury Investment Board that provides a summary of investment transactions and performance results for the preceding fiscal year.

VI. PROHIBITED INVESTMENTS**A. Derivatives.**

The City Auditor shall not make any investment in a financial instrument or contract or obligation whose value or return is based upon or linked to another asset or index, or both, separate from the financial instrument, contract, or obligation itself. Any security, obligation, trust account, or other instrument that is created from an issue of the United States Treasury or is created from an obligation of a federal agency or instrumentality or is created from both is considered a derivative instrument. An Eligible Investment with a variable interest rate payment, based upon a single interest payment or single index comprised of Federal Securities, is not a derivative, provided that such variable rate investment has a maximum maturity of two (2) years.

B. Fund Established for Purpose of Investing Public Moneys of Other Subdivisions.

The City Auditor shall not pay City monies into a fund established by another subdivision (including a county), City Auditor, governing board, or investing authority, if that fund was established for the purpose of investing the public moneys of other subdivisions; provided that this prohibition does not apply to the payment of City monies into either of the following: (1) the Ohio subdivision's fund; or (2) a fund created solely for the purpose of acquiring, constructing, owning, leasing, or operating municipal utilities.

C. Leverage.

The City Auditor shall not use leverage, in which the City Auditor uses current investment assets of the City as collateral for the purpose of purchasing other assets.

D. Arbitrage.

The City shall not issue taxable notes for the purpose of arbitrage.

E. Speculation.

The City Auditor shall not contract to sell securities that have not yet been acquired by the City Auditor, for the purpose of purchasing such securities on the speculation that bond prices will decline.

F. Stripped Principal or Interest Obligations.

The City Auditor shall not make any investment in stripped principal or interest obligations of Eligible Investments.

G. Reverse Repurchase Agreements.

The City Auditor shall not enter into a Written Repurchase Agreement under the terms of which the City Auditor agrees to sell securities owned by the City to a purchaser and agrees with that purchaser to unconditionally repurchase those securities.

VII. ACQUISITION, MATURITY, PRESENTATION, AND DESIGNATION OF PAYEE**A. Acquisition of Investments.**

All investments (except in the Ohio subdivision's fund and in Bonds and other obligations of the City) shall be made only through an Eligible Dealer.

Payment for investments shall be made only upon the delivery of securities representing such investments to the City Auditor or qualified trustee. If the securities transferred are not represented by a certificate, payment shall be made only upon receipt of confirmation of transfer from the custodian by the City Auditor or qualified trustee.

B. Maturity of Investments.

Except for any Written Repurchase Agreements, which must mature within 30 days, any investments authorized by this Investment Policy must mature within five (5) years, unless they are matched to a specific obligation or debt of the City.

C. Presentation of Investments at Maturity

Whenever City investments or deposits mature and become due and payable, the City Auditor shall present them for payment according to their tenor, and shall collect the moneys payable thereon. The moneys so collected shall be treated as public moneys subject to Sections 135.01 to 135.21 of the Ohio Revised Code.

D. Designated Payee.

If any investments or deposits purchased are issuable to a designated payee or to the order of a designated payee, the name of the City Auditor and the title of the City Auditor's office shall be so designated. If any such securities are registrable either as to principal or interest, or both, then such securities shall be registered in the name of the City Auditor as such.

VIII. INVESTMENT ADVICE AND BROKER/DEALERS**A. Investment Advisor.**

In making investments authorized by this Investment Policy, the City Auditor may retain the services of an investment advisor, provided the advisor is licensed by the Division of Securities or is registered with the Securities and Exchange Commission, and possesses experience in public funds investment management, specifically in the area of state and local government investment portfolios, or the advisor is an Eligible Institution.

B. Broker/Dealers.

The Treasury Investment Board will select and maintain a listing of approved security broker/dealers. Criteria for selection shall be developed by the Treasury Investment Board and such selections shall receive the approval of City Council.

C. Signing the Investment Policy.

All entities conducting investment business with the City shall sign this Investment Policy.

All brokers, dealers, and financial institutions initiating transactions with the City Auditor by giving advice or making investment recommendations shall sign the Investment Policy thereby acknowledging their agreement to abide by the Investment Policy's contents.

All brokers, dealers, and financial institutions executing transactions initiated by the City Auditor, having read the Investment Policy's contents, shall sign the Investment Policy thereby acknowledging their comprehension and receipt.

D. Nonbinding Arbitration in Investment Agreements

The City Auditor may enter into a written Investment or Deposit Agreement that includes a provision under which the parties agree to submit to nonbinding arbitration to settle any controversy that may arise out of the Investment or Deposit Agreement, including any controversy pertaining to losses of public moneys resulting from investment or deposit. The arbitration provision shall be set forth entirely in the Investment or Deposit Agreement, and the Investment or Deposit Agreement shall include a conspicuous notice to the parties that (i) any party to the arbitration may apply to the court of common pleas of the county in which the arbitration was held for an order to vacate, modify, or correct the award, and (ii) any such party may also apply to the court for an order to change venue to a court of common pleas located more than 100 miles from Franklin County.

IX. RECORDKEEPING AND SAFEKEEPING OF DEPOSITS

The City Auditor is responsible for the safekeeping of all documents evidencing a deposit or investment acquired by the City Auditor under this Investment Policy.

Ownership of securities shall be evidenced by a safekeeping receipt issued by a third party financial institution which is acceptable to the City. In all cases, the City must receive delivery of any securities prior to or at the same time that the City releases its funds for payment; and the City must receive payment in full for any securities prior to or at the same time that such securities are delivered to the buyer.

Any securities may be deposited for safekeeping with a qualified trustee as provided in Section 135.18 of the Revised Code, except the delivery of securities acquired under any Written Repurchase Agreement under this Investment Policy shall be made to a qualified trustee; provided, however, that the qualified trustee shall be required to report to the City Auditor, the City, Auditor of State, or an authorized outside auditor at any time upon request as to the

identity, market value, and location of the document evidencing each security, and that if the participating institution is a designated depository of the City for the current designation period, the securities that are the subject of the Written Repurchase Agreement may be delivered to the City Auditor or held in trust by the participating institution on behalf of the City. Interest earned on any investments or deposits authorized by this Investment Policy shall be collected by the City Auditor and credited by the City Auditor to the proper fund of the City.

Upon the expiration of the term of office of the City Auditor or in the event of a vacancy in the office of City Auditor by reason of death, resignation, removal from office, or otherwise, the City Auditor or the City Auditor's legal representative shall transfer and deliver to the City Auditor's successor all documents evidencing a deposit or investment held by the City Auditor. For the investments and deposits so transferred and delivered, the City Auditor shall be credited with and the City Auditor's successor shall be charged with the amount of money held in such investments and deposits.

X. FILING INVESTMENT POLICY

The City Auditor shall not make an investment or deposit of City monies, unless there is on file with the Auditor of State a copy of this Investment Policy, with the following exceptions:

- A. If a copy of this Investment Policy has not been filed on behalf of the City with the Auditor of State, the City Auditor shall invest City monies only in interim deposits pursuant to Section 135.14(B)(3) of the Ohio Revised Code or interim deposits pursuant to Section 135.145 of the Ohio Revised Code and approved by the Auditor of State, no-load money market mutual funds consisting exclusively of Federal Securities, or the Ohio subdivision's fund.
- B. In the event that the average annual portfolio of investments held by the City under this Investment Policy is \$100,000 or less, the restrictions contained in this Section X do not apply to the City provided that the City Auditor certifies, on a form prescribed by the Auditor of State, that the City Auditor will comply and is in compliance with the provisions of Sections 135.01 to 135.21 of the Ohio Revised Code.

XI. ETHICAL STANDARDS

The standard to be used by investment officials of the City shall be the "prudent person" standard which states,

"Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

XII. POLICY UPDATE

This policy will be reviewed each year by the Treasury Investment Board and a member of the City Council Finance Committee. Any proposed changes will be submitted to the Finance Committee for subsequent approval by City Council.

XIII. GOVERNING LAW

All investments of the City shall comply with this Investment Policy and shall be governed by the applicable provisions of the Ohio Revised Code, including Chapter 135 of the Ohio Revised Code (known as the Uniform Depository Act). In the event that there is a discrepancy between this Investment Policy and the Uniform Depository Act, the Uniform Depository Act shall govern.

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SIGNATURE PAGE

Brokers, Dealers, and Financial Institutions *Initiating* Transactions. In accordance with Section VIII(C) of the Investment Policy of the City of Reynoldsburg, Ohio (the "*City*", approved by the City Council of the City on _____, 2015 (the "*Investment Policy*") and Section 135.14(E) of the Ohio Revised Code, as a broker, dealer, and/or financial institution initiating transactions with the City Auditor of the City by giving advice or making investment recommendations, I hereby acknowledge my agreement to abide by the contents of the Investment Policy and the provisions of the Ohio Revised Code, particularly Chapter 135 of the Ohio Revised Code, as they relate to the City:

Financial Institution	Name	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Brokers, Dealers, and Financial Institutions *Executing* Transactions. In accordance with Section VIII(C) of the Investment Policy of the City of Reynoldsburg, Ohio (the "*City*", approved by the City Council of the City on _____, 2015 (the "*Investment Policy*") and Section 135.14(E) of the Ohio Revised Code, as a broker, dealer, and/or financial institution executing transactions initiated by the City Auditor of the City, I hereby acknowledge my comprehension and receipt of the Investment Policy:

Financial Institution	Name	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Teasury Investment Board
2015 By Laws Change

Amount	\$ 1,000,000.00
1 Yr Rate	0.250%
2 yr Rate	0.620%
5 Yr Rate	1.360%

	Yr 1	yr 2	yr 3	yr 4	yr 5	Total
Current						
1 Yr Rate	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00
2 yr Rate	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 31,000.00
New						
5 Yr Rate	\$ 13,600.00	\$ 13,600.00	\$ 13,600.00	\$ 13,600.00	\$ 13,600.00	\$ 68,000.00
Difference				\$ Difference		% difference
5 yr vs 1 yr				\$ 11,100.00		444.00%
5 yr vs 2yr				\$ 7,400.000		119.35%
Amount of a 1 million Payroll				\$ 15,000.00		
Size of payroll needed to make this amount						
1 Yr				\$ 740,000.00		
2 Yr				\$ 493,333.33		

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: December 21, 2015**TO: City Council****RE: An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio and Declaring an Emergency.**

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: To have agreement in place by beginning of 2016.

Please see attached materials. All items are on file w/the Clerk of Council for Public Review.

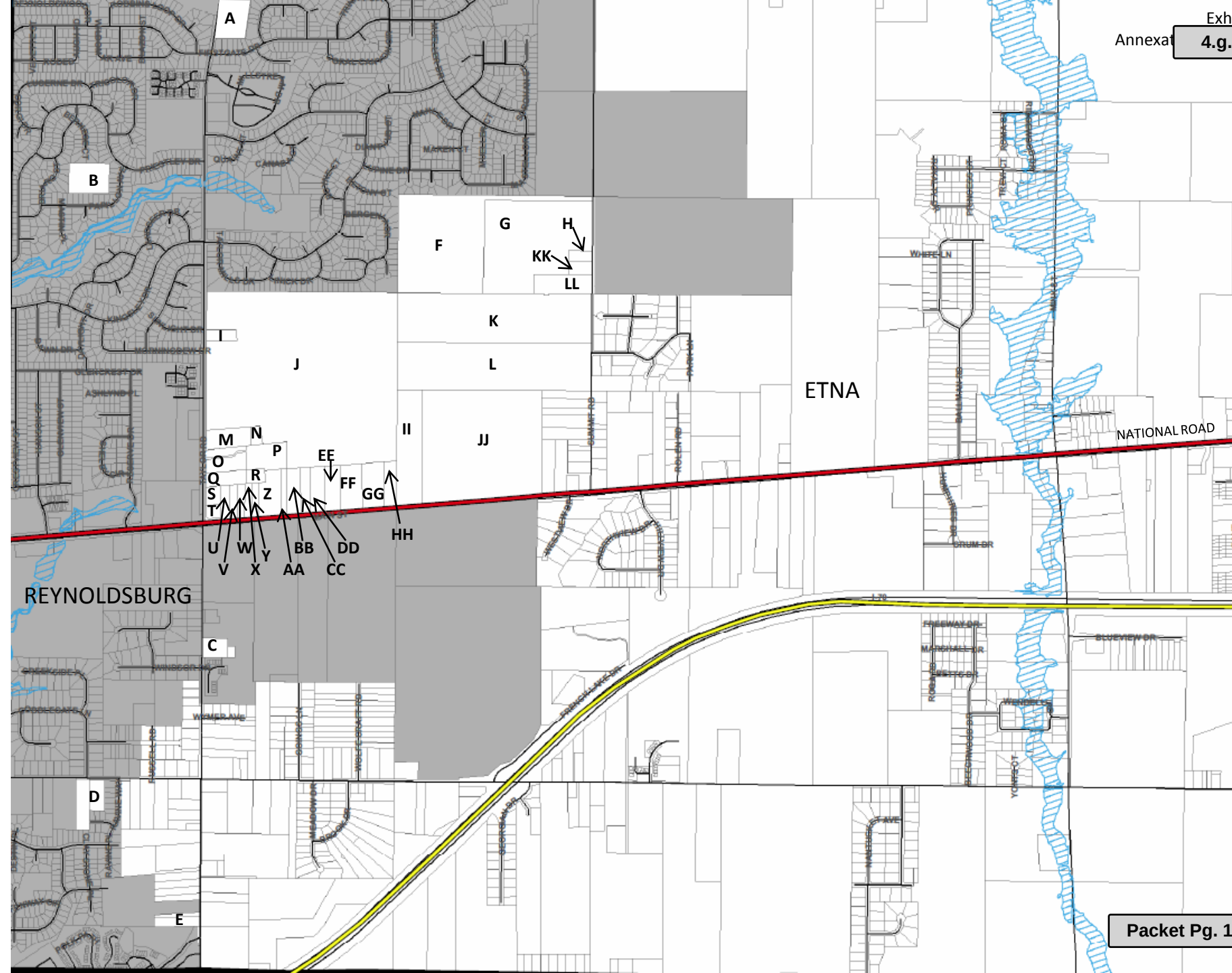
ANNEXATION AGREEMENT

Permitted Territory Parcel(s)	Parcel ID	Owner	Address	Acreage
A	012-028356-00.000	Joseph Graybeal	8049 Taylor Road SW Reynoldsburg, OH 43068	2.2750
A	012-028668-00.002	Diana Rich	Taylor Rd. SW, Reynoldsburg, OH 43068	1.0075
A	012-028668-00.003	Edward and Diana Rich	8109 Taylor Road SW Reynoldsburg, OH 43068	1.0075
A	012-028668-00.001	Gregory and Linda Niggle	8127 Taylor Road SW Reynoldsburg, OH 43068	1.0075
A	012-028668-00.000	Robert McPherson II	8155 Taylor Road SW Reynoldsburg, OH 43068	1.0135
B	012-028344-00.000	Howard & Christina Huffman	8530 Taylor Rd, Reynoldsburg, OH 43068	5.0000
C	012-027672-00.000	Bible Mission Baptist Church	9733 Taylor Rd. SW, Reynoldsburg, OH 43068	0.3400
C	012-027278-00.000	Bible Mission Baptist Church	9733 Taylor Rd. SW, Reynoldsburg, OH 43068	2.0000
D	012-027576-00.001	Roger & Gail Krumlauf	8177 Palmer Rd., Reynoldsburg, OH 43068	2.9900
D	012-027576-00.000	Neal & Jacqueline Young	15593 Palmer Rd., Reynoldsburg, OH 43068	1.9980
E	012-029496-00.000	Stuart & Carolyn Yousey	Taylor Rd. SW, Reynoldsburg, OH 43068	0.7900
E	012-029502-00.000	Stuart & Carolyn Yousey	Taylor Rd. SW, Reynoldsburg, OH 43068	1.7000
F	011-026598-00.002	Carol Christy & Richard Halley	Summit Rd., Reynoldsburg, OH 43068	36.4800
G	011-026598-00.003	Maple Wood Farms LTD	8718 Summit Rd, Reynoldsburg, OH 43068	35.5170
H	011-026598-00.001	Eric & Cathy Meister	8718 Summit Rd, Reynoldsburg, OH 43068	1.1030
I	012-027648-00.000	Joseph Bauman Trustees	8899 Taylor Rd. SW, Reynoldsburg, OH 43068	1.3730
J	012-027282-00.000	Joseph Bauman Trustees	8899 Taylor Rd. SW, Reynoldsburg, OH 43068	127.6320
K	010-018030-00.000	Howard & Rosemary Emswiler	Summit Rd., Reynoldsburg, OH 43068	39.7890
L	010-018030-00.001	Howard & Rosemary Emswiler	Summit Rd., Reynoldsburg, OH 43068	39.8300
M	012-027654-00.000	Joseph Bauman Trustees	8899 Taylor Rd. SW, Reynoldsburg, OH 43068	3.5520
N	012-027288-00.000	Joseph Bauman Trustees	8899 Taylor Rd. SW, Reynoldsburg, OH 43068	0.8300
O	012-027348-00.000	Thaah Hammond & Aaron Young	9167 Taylor Rd. SW, Reynoldsburg, OH 43068	1.1440
P	012-027348-01.001	Daniel Albert	9197 Taylor Rd. SW, Reynoldsburg, OH 43068	2.4790
P	012-027354-01.000	Daniel & Heidi Albert	9197 Taylor Rd. SW, Reynoldsburg, OH 43068	4.6230
Q	012-027348-01.000	Ronald & Vickie Shirey	9227 Taylor Rd. SW, Reynoldsburg, OH 43068	2.3190
R	012-027354-00.000	Alphon & Betty Pegg Trustees	E Main St., Reynoldsburg, OH 43068	1.0000
S	012-028902-00.000	Terry Carpenter	Taylor Rd. SW, Reynoldsburg, OH 43068	1.2520

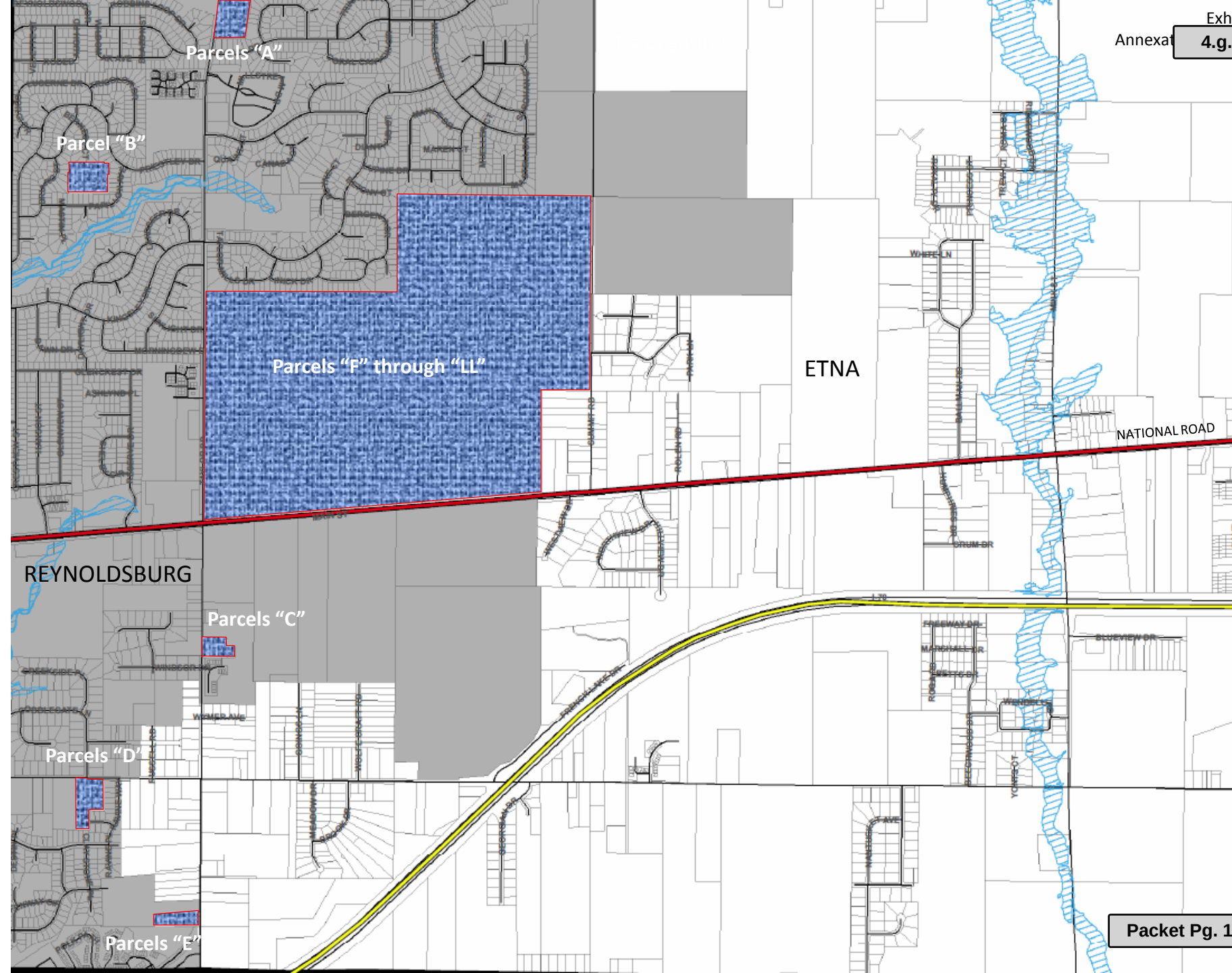
Attachment: Annexation-Permitted Territory List (1280 : JEDD W/Etna Township #1)

ANNEXATION AGREEMENT

Permitted Territory Parcel(s)	Parcel ID	Owner	Address	Acreage
T	012-028902-00.001	Terry Carpenter	8520 E. Main St., Reynoldsburg, OH 43068	1.3900
U	012-027280-00.000	Ohio Con Assoc. (ADV CH)	8544 E. Main St., Reynoldsburg, OH 43068	1.4300
V	012-028950-00.000	Keltner Properties LTD	8546 E. Main St., Reynoldsburg, OH 43068	1.2580
W	012-027768-00.001	Keltner Properties LTD	8550 E. Main St., Reynoldsburg, OH 43068	1.2102
X	012-027768-00.000	Alphon & Betty Pegg Trustees	8560 E. Main St., Reynoldsburg, OH 43068	1.2101
Y	012-028608-00.000	Alphon & Betty Pegg Trustees	8600 E. Main St., Reynoldsburg, OH 43068	1.0200
Z	012-028314-00.000	RP Ohio Investments LLC	8670 E. Main St., Reynoldsburg, OH 43068	4.5530
AA	012-027624-00.000	NSE2 Properties LLC	8800 E. Main St., Reynoldsburg, OH 43068	6.2000
BB	012-027624-00.000	NSE2 Properties LLC	8800 E. Main St., Reynoldsburg, OH 43068	6.2000
CC	012-027624-00.000	NSE2 Properties LLC	8800 E. Main St., Reynoldsburg, OH 43068	6.2000
DD	012-028920-00.000	NSE2 Properties LLC	8860 E. Main St., Reynoldsburg, OH 43068	2.8100
EE	012-028758-00.000	Ishmael & Julia Skaggs	8880 E. Main St., Reynoldsburg, OH 43068	2.8100
FF	012-028416-00.000	8900 National Road Co. LLC	8900 E. Main St., Reynoldsburg, OH 43068	4.6000
GG	012-027600-00.000	Modern Trailer Park Inc.	8910 E. Main St., Reynoldsburg, OH 43068	4.5500
HH	012-028284-00.000	Rodney Farris	8920 E. Main St., Reynoldsburg, OH 43068	2.4600
II	010-016998-00.000	Cveta Nastev Trustee	8930 National Rd., Pataskala, OH 43062	10.6400
JJ	010-017466-00.000	Nancy Brown Trustee	National Rd., Pataskala, OH 43062	58.4170
KK	011-026598-00.005	Eric and Cathy Meister	Summit Rd., Reynoldsburg, OH 43068	1.213
LL	011-026598-00.000	Donna Humphreys	8792 Summit Rd., Reynoldsburg, OH 43068	5.0000



Attachment: Annexation-Permitted Territory Map (1280 : JEDD W/Etna Township #1)



Attachment: Annexation-Permitted Territory Map (1280 : JEDD W/Etna Township #1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

Attachment: Etna Phase III JEDD Contract (#12) (1280 : JEDD W/Etna Township #1)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 and agreement pursuant to Ohio Revised Code Section 709.192 (collectively the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District – 1 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 230+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the City and Township agree that Section 6.6 of this Contract, and the Annexation Agreement referenced therein shall be implemented and governed in accordance with Ohio Revised Code Section 709.192, which shall apply thereto; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract and agreement pursuant to Ohio Revised Code Section 709.192 by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District – 1 created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and

regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District.

“SWLSD Payment” means the amount described in Section 4.3 hereof.

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vica versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 1.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records law of the State.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from revenues of the District income tax as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from those revenues of the District as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues derived from this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) members in accordance with R.C.715.78 (A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of

Secretary and Treasurer may be combined into a single office. These officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit D. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All

payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

Unless otherwise agreed by the Parties, the Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt,

safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

4.2.1.1. Pay the City an amount equal to, if any, the SWLSD Payment for distribution to the SWLSD;

4.2.1.2 Repay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.1.3. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.1.4. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.2. From the Net Revenue:

4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.2. To Etna Township, an amount equal to the Net Revenue minus the sum of the amount determined under Section 4.2.2.1 and Section 4.2.2.3;

4.2.2.3. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to 20% of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals two million, two hundred fifty thousand dollars (\$2,250,000), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District that is larger than 100,000 square feet is first occupied by a tenant or end user.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting

Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District -

1. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City, or are held to be unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated

upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or

create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws

adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: Etna Phase III JEDD Contract (#12) (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor

EXHIBIT C**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

Attachment: Etna Phase III JEDD Contract (#12) (1280 : JEDD W/Etna Township #1)

ARTICLE I

ANNEXATION PERMITTED

Section 1.1 Designation of Territories Where Annexation is Permitted. The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the “Permitted Territory”.

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

Section 1.2 Township Shall Not Oppose Annexation Applications. The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III
CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

Attachment: Etna Phase III JEDD Contract (#12) (1280 : JEDD W/Etna Township #1)

ARTICLE IV MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must

occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific

performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio,

in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President
Date: _____
Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: Etna Phase III JEDD Contract (#12) (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

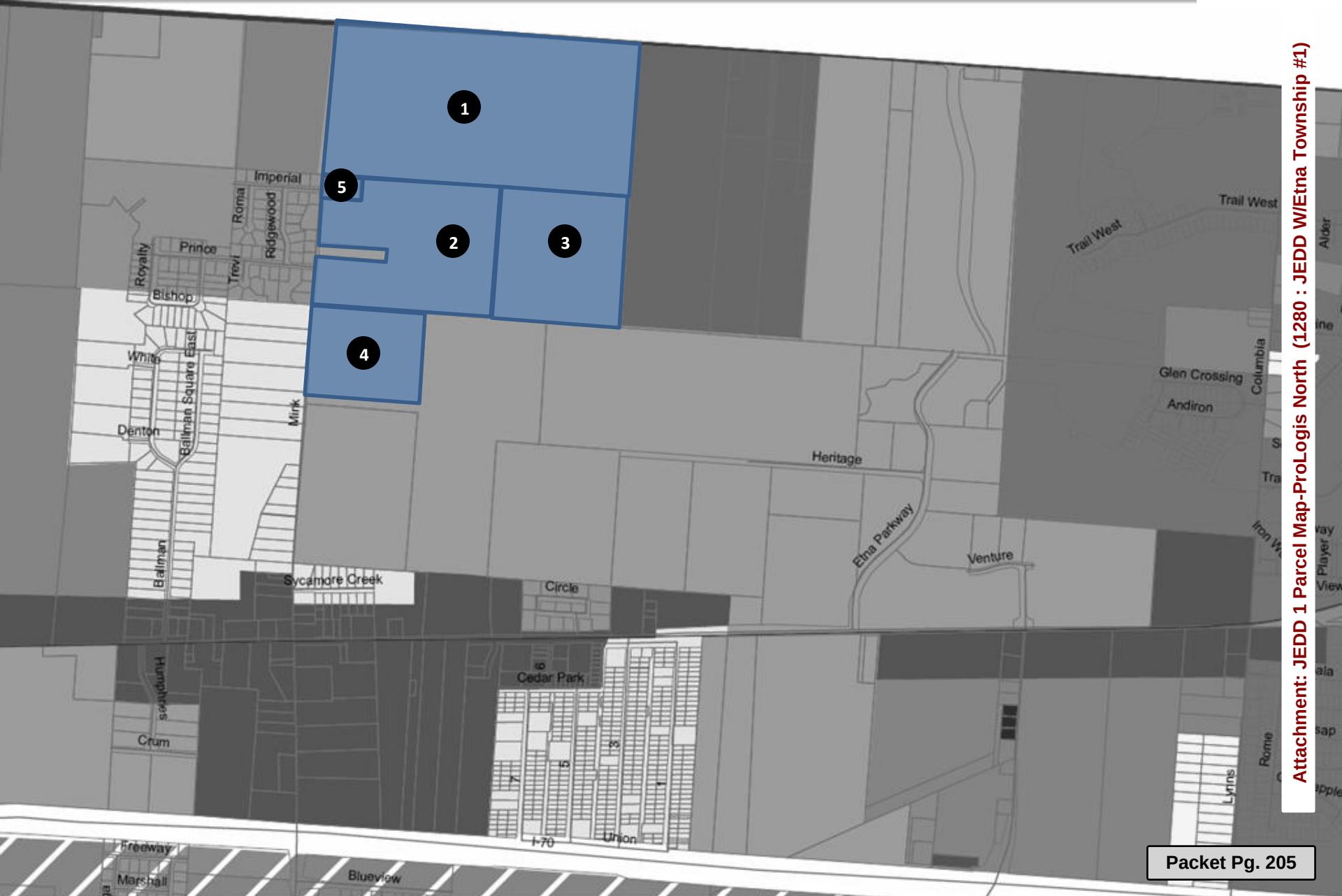
By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor



Attachment: JEDD 1 Parcel Map-ProLogis North (1280 : JEDD W/Etna Township #1)

Etna-Reynoldsburg Joint Economic Development District
"Corporate Park" Area

4.g.e

<u>Map #</u>	<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acres</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>	<u>Current Business</u>
1	Etna Business Dev. Associates LLC	Refugee Road	010-017556-00.000	110.000	M-1	Agriculture	Yes	Agriculture
2 3	Farm View LTD	Mink Street Pataskala, Ohio 43062	010-017298-00.000	96.000	M-1	Agriculture	Yes	Agriculture
4	Sandpar Co.	Mink Street Pataskala, Ohio 43062	010-018636-00.000	24.210	M-1	Agriculture	Yes	Agriculture
5	Michael or Mary Harsh	8475 Mink Street Pataskala, Ohio 43062	010-017298-01.000	2.020	M-1	Agriculture	No	Agriculture

232.230

Attachment: JEDD 1 Property Listing-ProLogis North (1280 : JEDD W/Etna Township #1)

Exhibit C

**BYLAWS
GOVERNING

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT
(JEDD2)**

Attachment: JEDD -2 Bylaws (1280 : JEDD W/Etna Township #1)

TABLE OF SECTIONS

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**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT**

A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.

B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2015, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").

C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions. Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.78, the Board of Directors (the "Board") shall be the governing body of the District.

(A) Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall serve without compensation. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

(B) Officers; Election Procedure. The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.78 and the

Contract. The other officers shall be elected by and from the members of the Board; provided that the same Board member may serve as Secretary and Treasurer. The Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a one-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.78 and the Contract.

(C) Duties of Officers.

(1) Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time and place of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.

(2) Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.

(3) Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

(4) Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

(5) Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

(D) Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before March 1, 2016, at which time the Board shall determine the initial location for its meetings and its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others

requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

For the purpose of receiving mail and other notices, the initial mailing address of the Board shall be the Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188, and shall continue to be such until changed by the Board of Directors.

(E) Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.

(F) Powers and Duties.

(1) Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

(2) Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.

(3) At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next one-year term in accordance with Section 2(B) hereof.

(4) At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.74 and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the

income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.

(5) The Board of Directors shall exercise the powers and perform the duties and functions set forth in Section 9 of the Contract.

(6) In addition, the Board of Directors may:

- (a) act as the managerial body for the District;
- (b) appoint one or more advisory committees, as provided in Section 4 hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
- (c) direct the Treasurer concerning disbursements from the funds maintained by the District;
- (d) amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
- (e) make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

(7) There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

(A) Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.

(B) Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.

(C) Notice of Meetings.

(1) Posted Notice.

- (a) Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (b) Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (c) Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting. Such notice shall be posted at the Reynoldsburg City Hall and

Etna Township Hall.

(2) Notice to News Media.

- (a) Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- (b) Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- (c) In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

(3) Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- (a) Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the

Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.

- (b) The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- (c) The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

(4) General.

- (a) Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- (b) The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- (c) The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings. All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds. The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the Treasurer. The Board shall establish a General Fund for the operation and administration of the District. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District

fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the JEDD Income Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

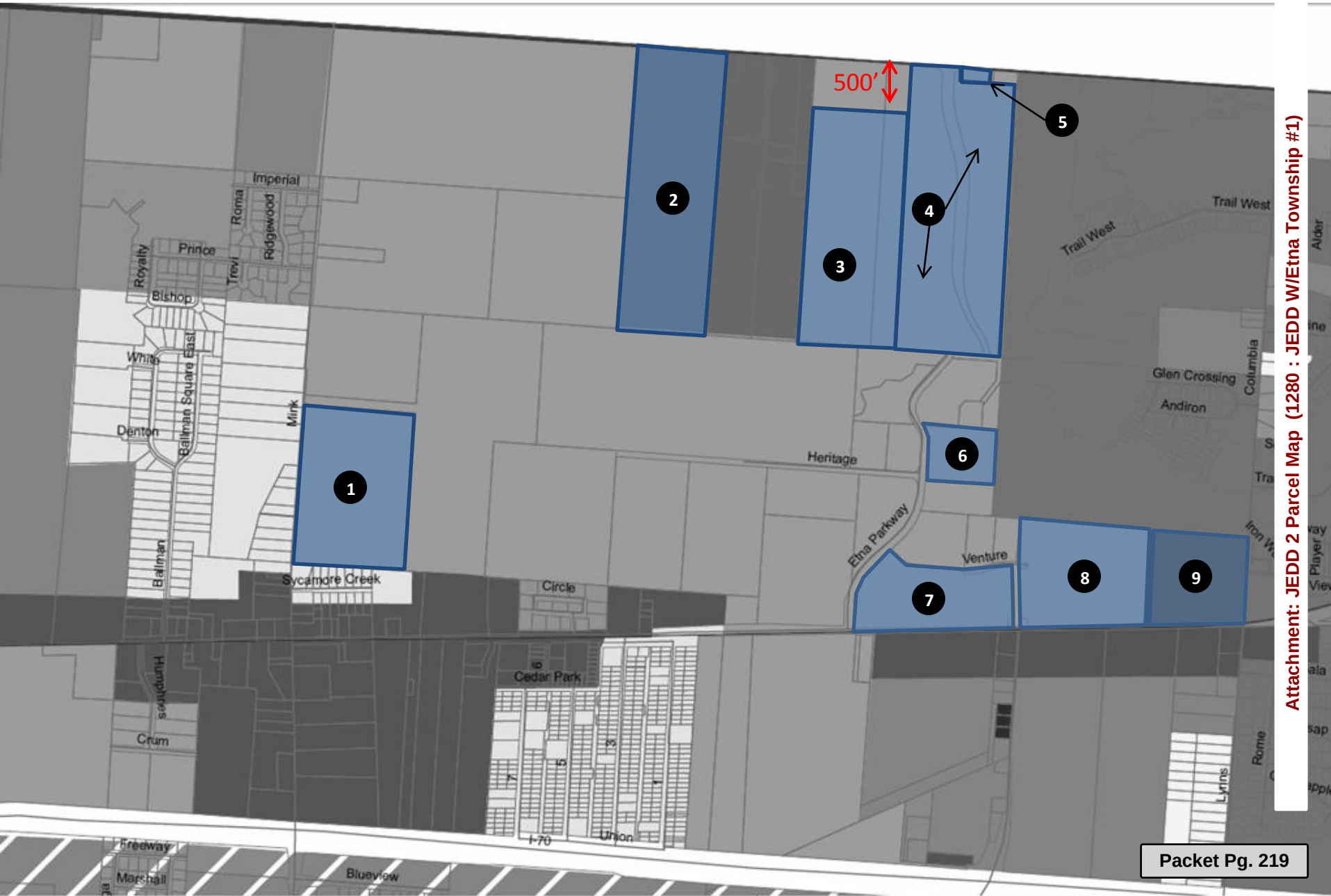
Section 7. Amendments. These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to _____ and to the City.

Section 8. Transition. In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on _____, 20__.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT

Secretary



Map #	Property Owner	Property Address	Parcel #	Acres	Current Zoning	Current Use	Vacant	Current Business
1	Carol Duval Trustee	9196 Mink Street Pataskala, Ohio 43062	010-017886-00.000	43.578	M-1	Agriculture	Yes	
2	Ronald Kissell	Refugee Road	010-017406-00.000	65.000	M-2	Agriculture	Yes	
3	Windfall Custom Investments LLC	11713 Refugee Road Pataskala, Ohio 43062	010-017562-00.000	56.000	M-1	Agriculture	No	EXCLUDING THE FIRS' 500' PORTION FROM REFUGEE ROAD
4	Farm View/Refugee LLC	Etna Pkwy Etna, Ohio 43062	010-018330-00.000	73.000	M-1	Agriculture	No	
5	Majestic View Farms	Refugee Road	010-020286-00.000	1.122	M-1	Agriculture	No	
6	Southgate Co. Limited Partnership	1225 Heritage Drive Etna, Ohio 43062	010-017154-00.007	8.352	M-1	Manufacturing	Yes	
7	Southgate Co. Limited Partnership	Venture Drive Etna, Ohio 43062	010-017154-00.015	25.305	M-1	Manufacturing	Yes	
8	Southgate Co. Limited Partnership	Southgate Pkwy. Etna, Ohio 43062	010-017154-00.016	33.009	M-1	Manufacturing	Yes	
9	Hebron Ventures LTD	National Road Etna, Ohio 43062	010-017154-00.001	23.131	GB-1	Manufacturing and Agriculture	Yes	

328.497

Attachment: JEDD 2 Property Listing (1280 : JEDD W/Etna Township #1)

Exhibit D

**BYLAWS
GOVERNING

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT
(JEDD1)**

Attachment: JEDD-1 Bylaws (1280 : JEDD W/Etna Township #1)

TABLE OF SECTIONS

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**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT**

A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.

B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2015, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").

C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions. Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.78, the Board of Directors (the "Board") shall be the governing body of the District.

(A) Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall serve without compensation. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

(B) Officers; Election Procedure. The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.78 and the

Contract. The other officers shall be elected by and from the members of the Board; provided that the same Board member may serve as Secretary and Treasurer. The Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a one-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.78 and the Contract.

(C) Duties of Officers.

(1) Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time and place of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.

(2) Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.

(3) Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

(4) Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

(5) Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

(D) Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before March 1, 2016, at which time the Board shall determine the initial location for its meetings and its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others

requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

For the purpose of receiving mail and other notices, the initial mailing address of the Board shall be the Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188, and shall continue to be such until changed by the Board of Directors.

(E) Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.

(F) Powers and Duties.

(1) Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

(2) Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.

(3) At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next one-year term in accordance with Section 2(B) hereof.

(4) At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.74 and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the

income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.

(5) The Board of Directors shall exercise the powers and perform the duties and functions set forth in Section 9 of the Contract.

(6) In addition, the Board of Directors may:

- (a) act as the managerial body for the District;
- (b) appoint one or more advisory committees, as provided in Section 4 hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
- (c) direct the Treasurer concerning disbursements from the funds maintained by the District;
- (d) amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
- (e) make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

(7) There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

(A) Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.

(B) Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.

(C) Notice of Meetings.

(1) Posted Notice.

- (a) Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (b) Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (c) Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting. Such notice shall be posted at the Reynoldsburg City Hall and

Etna Township Hall.

(2) Notice to News Media.

- (a) Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- (b) Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- (c) In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

(3) Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- (a) Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the

Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.

- (b) The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- (c) The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

(4) General.

- (a) Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- (b) The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- (c) The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings. All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds. The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the Treasurer. The Board shall establish a General Fund for the operation and administration of the District. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District

fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the JEDD Income Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments. These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to _____ and to the City.

Section 8. Transition. In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on _____, 20__.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT

Secretary

Etna-Reynoldsburg Joint Economic Development District - 1

Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 1 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to promote economic development in and around the JEDD, to facilitate economic development, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The schedule for the collection of an income tax shall be as follows: the JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board, that the rate of such tax will be one and one-half (1½%), and that the tax will be effective immediately after the JEDD Board's enactment of the tax. The rate of such tax may, at the discretion of the Etna Township Board of Trustees, increase to equal the highest rate of income tax levied by the City, but shall never be decreased below one and one-half percent (1½%). The City shall, by contract with the JEDD, administer the collection and distribution of the tax, pursuant to the Tax Agreement with the JEDD.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township and the City. The tax proceeds received by the JEDD Board, Township and City will be used and scheduled, in part, to provide the following new, expanded, or additional services, facilities, or improvements:

- (i) The facilitation of new economic development in the JEDD and the surrounding areas by providing financial incentives to the private sector to create new jobs and construct new facilities through grants and low interest and/or forgivable loans.
- (ii) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, in the JEDD and the surrounding areas to foster economic development.
- (iii) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, to foster economic development. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities

which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

(iv) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.

The timing of the provision of such services, facilities and improvements is dependent on the revenue generated by the tax imposed by the JEDD Board.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 2 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 328+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii)

collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.4.1. and 4.3 hereof,

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 2.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records law of the State.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from revenues of the District income tax as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from those revenues of the District as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues derived from this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.78(A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on

a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All

payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In any event, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

4.2.1.1 Repay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not to exceed two percent (2%) of the Gross Revenue.

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.2. From the Net Revenue:

4.2.2.1. Twenty percent (20%) to the City of Reynoldsburg;

4.2.2.2. Seventy percent (70%) to Etna Township;

4.2.2.3. Ten percent (10%) to the Board Improvement Account.

However, in the event that the Township, and all other necessary entities, have entered into such tax abatement, tax incentive, and/or development and compensation agreements, including the approval of all necessary legislation, as required by the Township, including such agreements and approvals as are applicable to the Southwest Licking Local School District, then, and in that event, distribution by the Administrator shall not be in accordance with Sections 4.2.1. and 4.2.2., but instead shall be in accordance with the following:

4.2.3. From the Gross Revenue:

4.2.3.1. Re-pay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.3.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.3.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (through the Regional Income Tax Agency).

4.2.4. From the Net Revenue:

4.2.4.1. Pay the City an amount equal to, if any, the SWLSD Payment for distribution to the SWLSD (see Section 4.3 below);

4.2.4.2. To the City of Reynoldsburg an amount equal to twenty percent (20%) of the Net Revenue;

4.2.4.3. To Etna Township an amount equal to fifty percent (50%) of the Net Revenue;

4.2.4.4. To the Board Improvement Account, an amount equal to ten percent (10%) of the Net Revenue.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Net Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals the sum agreed to between the Township and the SWLSD (hereafter the “Total Sum”), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township, which shall thereafter receive an amount equal to seventy percent (70%) of the Net Revenue.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting

Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated

upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the _____ day of _____, 20____, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the _____ day of _____, 20____. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 of the Revised Code. In the event that Sections 715.72 through 715.81 of the Revised Code are amended or supplemented by the enactment of a new section or

sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 as amended or supplemented, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

Attachment: JEDD-2 Contract-Etna-Reynoldsburg- Revised- 11-4-15 FINAL (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

JEDD 2

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 2 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately ~~32836~~³²⁸³⁶+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii)

collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"SWLSD" means the Southwest Licking Local School District.

"SWLSD Payment" means the amount described in Sections 4.2.4.1. and 4.3 hereof.

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vica versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 2.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. **Fire Protection and EMS Services:** The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. **Road Construction and Maintenance.** The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records law of the State.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from revenues of the District income tax as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from those revenues of the District ~~prior to the~~ distributions, as set forth in Article IV hereof.

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Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues derived from this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.78(A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on

a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such ~~p~~Private or ~~p~~Public ~~r~~Reimbursement ~~a~~Agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State ~~of Ohio, Etna the~~ Township, the City ~~of~~

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~~Reynoldsburg~~, and the area. All payments due under any ~~r~~Reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable ~~r~~Reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV
JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In any event, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

4.2.1.1 Repay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not to exceed two percent (2%) of the Gross Revenue.

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.2. From the Net Revenue:

- 4.2.2.1. Twenty percent (20%) to the City of Reynoldsburg;
- 4.2.2.2. Seventy percent (70%) to Etna Township;
- 4.2.2.3. Ten percent (10%) to the Board Improvement Account.

However, in the event that the Township, and all other necessary entities, have entered into such tax abatement, tax incentive, and/or development and compensation agreements, including the approval of all necessary legislation, as required by the Township, including such agreements and approvals as are applicable to the Southwest Licking Local School District, then, and in that event, distribution by the Administrator shall not be in accordance with Sections 4.2.1. and 4.2.2., but instead shall be in accordance with the following:

4.2.3. From the Gross Revenue:

4.2.3.1. Re-pay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.3.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.3.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.4. From the Net Revenue:

4.2.4.1. Pay the City an amount equal to, if any, the SWLSD Payment for distribution to the SWLSD (see Section 4.3 below);

4.2.4.2. To the City of Reynoldsburg an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.4.3. To Etna Township an amount equal to the Net Revenue minus the sum of the amount determined under Section 4.2.4.1. and Section 4.2.4.2. fifty percent (50%) of the Net Revenue;

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4.2.4.4. To the Board Improvement Account, an amount equal to ten percent (10%) ~~multiplied by the sum of the Net Revenue and the SWLSD Payment, if any.~~

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Net Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals the sum agreed to between the Township and the SWLSD (hereafter the "Total Sum"), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District ~~that is larger than 100,000 square feet is first occupied by a tenant or end user.~~ Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township, which shall thereafter receive an amount equal to seventy percent (70%) of the Net Revenue.

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Section 4.43 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges

related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated

upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the day of _____, 20____, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the _____ day of _____, 20____. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JEDD District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

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Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 of the Revised Code. In the event that Sections 715.72 through

715.81 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 as amended or supplemented, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

Etna-Reynoldsburg Joint Economic Development District - 2

Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 2 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to promote economic development in and around the JEDD, to facilitate economic development, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The schedule for the collection of an income tax shall be as follows: the JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board, that the rate of such tax will be one and one-half (1½%), and that the tax will be effective immediately after the JEDD Board's enactment of the tax. The rate of such tax may, at the discretion of the Etna Township Board of Trustees, increase to equal the highest rate of income tax levied by the City, but shall never be decreased below one and one-half percent (1½%). The City shall, by contract with the JEDD, administer the collection and distribution of the tax, pursuant to the Tax Agreement with the JEDD.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township and the City. The tax proceeds received by the JEDD Board, Township and City will be used and scheduled, in part, to provide the following new, expanded, or additional services, facilities, or improvements:

- (i) The facilitation of new economic development in the JEDD and the surrounding areas by providing financial incentives to the private sector to create new jobs and construct new facilities through grants and low interest and/or forgivable loans.
- (ii) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, in the JEDD and the surrounding areas to foster economic development.
- (iii) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, to foster economic development. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities

which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

(iv) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.

The timing of the provision of such services, facilities and improvements is dependent on the revenue generated by the tax imposed by the JEDD Board.

BOARD OF TRUSTEES
ETNA TOWNSHIP, LICKING COUNTY, OHIO

RESOLUTION No. 15-11-04-__

**RESOLUTION PROVIDING FOR ACCEPTANCE OF THE ETNA-REYNOLDSBURG
 JOINT ECONOMIC DEVELOPMENT DISTRICT - 1 CONTRACT IN ITS PRESENT
 FORM AND FOR A PUBLIC HEARING ON THE CONTRACT**

The Board of Trustees of Etna Township, Licking County, Ohio met in a special meeting on November 4, 2015 at 81 Liberty Street with the following members present:

John Carlisle, President

Randy Foor, Vice-President

Jeff Johnson, Trustee

Trustee _____ moved the following:

WHEREAS, the Township of Etna (the "Township") and the City of Reynoldsburg (the "City") have negotiated and intend to enter into the Etna-Reynoldsburg Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Etna-Reynoldsburg Joint Economic Development District - 1 (the "JEDD-1") in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP, LICKING COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. The Board hereby approves the form of the Contract now on file with the Fiscal Officer subject to any revisions thereto following the public hearing provided for herein and to final approval by this Board.

Section 2. The Township shall hold a public hearing concerning the Contract commencing at 9:00 a.m. on the 19th day of December 2015, at 81 Liberty Street, Etna, Ohio. The public hearing shall allow for public comment and recommendations on the proposed Contract. The Township may include in the Contract any of those recommendations prior to final approval of the Contract. The Fiscal Officer is authorized and requested to cause notice of the time and place of the public hearing to be published in the Pataskala Standard, which is a newspaper of general circulation in the Township, 30 days prior to the public hearing.

Section 3. The Board further directs that a copy of the Contract, together with a description of the area or areas to be included in the District, including a map, and the economic development plan for the district that includes a schedule for the provision of any new, expanded, or additional services, facilities, improvements, and a schedule for the collection of an income tax to be levied, shall be available for public inspection, in the office of the Township Fiscal Officer.

BOARD OF TRUSTEES

ETNA TOWNSHIP, LICKING COUNTY, OHIO

Section 4. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 5. This Resolution shall take effect at the earliest time provided by law.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: _____ * _____ * _____

NAYS: _____ * _____ * _____

The motion carried and the Resolution was adopted.

Attest: _____
Walter Rogers, Fiscal Officer

CERTIFICATE

State of Ohio, Licking County

I, the undersigned Fiscal Officer of Etna Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number 15-11-04-__ is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Etna Township at its special meeting held on November 4, 2015 as was recorded in the official proceedings of the Board.

Walter Rogers, Fiscal Officer

BOARD OF TRUSTEES
ETNA TOWNSHIP, LICKING COUNTY, OHIO

RESOLUTION No. 15-11-04-__

**RESOLUTION PROVIDING FOR ACCEPTANCE OF THE ETNA-REYNOLDSBURG
 JOINT ECONOMIC DEVELOPMENT DISTRICT - 2 CONTRACT IN ITS PRESENT
 FORM AND FOR A PUBLIC HEARING ON THE CONTRACT**

The Board of Trustees of Etna Township, Licking County, Ohio met in a special meeting on November 4, 2015 at 81 Liberty Street with the following members present:

John Carlisle, President

Randy Foor, Vice-President

Jeff Johnson, Trustee

Trustee _____ moved the following:

WHEREAS, the Township of Etna (the "Township") and the City of Reynoldsburg (the "City") have negotiated and intend to enter into the Etna-Reynoldsburg Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Etna-Reynoldsburg Joint Economic Development District - 2 (the "JEDD-2") in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP, LICKING COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. The Board hereby approves the form of the Contract now on file with the Fiscal Officer subject to any revisions thereto following the public hearing provided for herein and to final approval by this Board.

Section 2. The Township shall hold a public hearing concerning the Contract commencing at 9:15 a.m. on the 19th day of December 2015, at 81 Liberty Street, Etna, Ohio. The public hearing shall allow for public comment and recommendations on the proposed Contract. The Township may include in the Contract any of those recommendations prior to final approval of the Contract. The Fiscal Officer is authorized and requested to cause notice of the time and place of the public hearing to be published in the Pataskala Standard, which is a newspaper of general circulation in the Township, 30 days prior to the public hearing.

Section 3. The Board further directs that a copy of the Contract, together with a description of the area or areas to be included in the District, including a map, and the economic development plan for the district that includes a schedule for the provision of any new, expanded, or additional services, facilities, improvements, and a schedule for the collection of an income tax to be levied, shall be available for public inspection, in the office of the Township Fiscal Officer.

BOARD OF TRUSTEES

ETNA TOWNSHIP, LICKING COUNTY, OHIO

Section 4. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 5. This Resolution shall take effect at the earliest time provided by law.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: _____ * _____ * _____

NAYS: _____ * _____ * _____

The motion carried and the Resolution was adopted.

Attest: _____
Walter Rogers, Fiscal Officer

CERTIFICATE

State of Ohio, Licking County

I, the undersigned Fiscal Officer of Etna Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number 15-11-04-__ is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Etna Township at its special meeting held on November 4, 2015 as was recorded in the official proceedings of the Board.

Walter Rogers, Fiscal Officer

ORDINANCE NO. ____

PASSED

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY

WHEREAS, Etna Township (the “Township”) and the City of Reynoldsburg (the “City”) desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township’s and the City’s residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the “JEDD Contract”) creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township’s Fiscal Officer and the City’s Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

Attachment: 113-15 JEDD-1 Ordinance (1280 : JEDD W/Etna Township #1)

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

WHEREAS, in order for this proposed JEDD Contract to become effective, it must be approved by a majority of the voters in the Township.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Doug Joseph, President
Reynoldsburg City Council

Approved
Bradley L. McCloud, Mayor

Approved as to form:
James E. Hood, City Attorney

Attest:
April Beggerow, City Council Clerk

Attachment: 113-15 JEDD-1 Ordinance (1280 : JEDD W/Etna Township #1)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of ____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: 113-15 JEDD-1 Ordinance (1280 : JEDD W/Etna Township #1)

ORDINANCE NO. ____

PASSED

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY
AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY**

WHEREAS, Etna Township (the “Township”) and the City of Reynoldsburg (the “City”) desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township’s and the City’s residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the “JEDD Contract”) creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township’s Fiscal Officer and the City’s Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

Attachment: JEDD-2 Ordinance (1280 : JEDD W/Etna Township #1)

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

WHEREAS, in order for this proposed JEDD Contract to become effective, it must be approved by a majority of the voters in the Township.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Doug Joseph, President
Reynoldsburg City Council

Approved
Bradley L. McCloud, Mayor

Approved as to form:
James E. Hood, City Attorney

Attest:
April Beggerow, City Council Clerk

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of ____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: JEDD-2 Ordinance (1280 : JEDD W/Etna Township #1)

ORDINANCE NO. _____

PASSED: December 21, 2015

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A DEVELOPMENT AND COMPENSATION AGREEMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a Development and Compensation Agreement with Licking County, 20 S. Second Street, Newark, Ohio, 43055, Etna Township, P.O. Box 188, Etna, OH 43018-0188, and Prologis, 383 North Front Street, Suite 1A, Columbus, Ohio, 43215.

SECTION 2. The Development and Compensation Agreement attached hereto as Exhibit 1 and incorporated herein by reference, is approved. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the Development and Compensation Agreement.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to allow Prologis to continue forward with their development process in a timely manner; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____ as passed by Council of said City on the 21st day of December, 2015 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: DCA Agreement (1280 : JEDD W/Etna Township #1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

Attachment: FINAL Etna Phase III JEDD Contract FINAL 12-18-15 (1280 : JEDD W/Etna Township #1)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 and agreement pursuant to Ohio Revised Code Section 709.192 (collectively the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District – 1 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 230+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the City and Township agree that Section 6.6 of this Contract, and the Annexation Agreement referenced therein shall be implemented and governed in accordance with Ohio Revised Code Section 709.192, which shall apply thereto; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract and agreement pursuant to Ohio Revised Code Section 709.192 by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District – 1 created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and

regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District.

“SWLSD Payment” means the amount described in Section 4.3 hereof.

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vica versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder”

and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 1.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to

the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) members in accordance with R.C.715.78 (A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of

Secretary and Treasurer may be combined into a single office by resolution of the Board. These officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit D. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the

compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating

economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

Unless otherwise agreed by the Parties, the Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of

the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

- 4.2.1. From the Gross Revenue, paid in the following order of priority:
 - 4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3;
 - 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.
 - 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost;

4.2.2. From the Net Revenue:

4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.2. To Etna Township, an amount equal to the Net Revenue minus the sum of the amount determined under Section 4.2.2.1 and Section

4.2.2.3. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to 20% of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals two million, two hundred fifty thousand dollars (\$2,250,000), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District that is larger than 100,000 square feet is first occupied by a tenant or end user.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the

infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District -

1. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City, or are held to be unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The

termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or

create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President
Date: _____
Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: FINAL Etna Phase III JEDD Contract FINAL 12-18-15 (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor

EXHIBIT C

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

Attachment: FINAL Etna Phase III JEDD Contract FINAL 12-18-15 (1280 : JEDD W/Etna Township #1)

ARTICLE I

ANNEXATION PERMITTED

Section 1.1 Designation of Territories Where Annexation is Permitted. The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the “Permitted Territory”.

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

Section 1.2 Township Shall Not Oppose Annexation Applications. The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III
CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

ARTICLE IV MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must

occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific

performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio,

in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President
Date: _____
Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: FINAL Etna Phase III JEDD Contract FINAL 12-18-15 (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

Attachment: Etna Phase III JEDD Contract REDLINE CHANGES 12-18-15 (1280 : JEDD W/Etna Township #1)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 and agreement pursuant to Ohio Revised Code Section 709.192 (collectively the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District – 1 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 230+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the City and Township agree that Section 6.6 of this Contract, and the Annexation Agreement referenced therein shall be implemented and governed in accordance with Ohio Revised Code Section 709.192, which shall apply thereto; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract and agreement pursuant to Ohio Revised Code Section 709.192 by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District – 1 created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and

regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District.

“SWLSD Payment” means the amount described in Section 4.3 hereof.

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vica versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder”

and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 1.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a ~~contracting party~~ Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of ~~the City and~~ the District as applicable and shall provide copies of those records and documents to the Contracting Parties ~~in accordance with the public records law of the~~ State upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues ~~revenues of the District income~~

~~tax~~ as set forth in _____ Article IV hereof. Further, any costs incurred in the future and _____ paid by the City and Township in connection with preparation of _____ documents or in identifying property owners and businesses to be _____ added to the District, describing the District boundaries and _____ obtaining signatures on petitions for addition of properties or _____ businesses to the District, shall be reimbursed to the City and _____ Township from ~~these revenues of the District~~ Gross Revenues as set forth in Article

IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues ~~derived from~~ distributed to such Contracting Party pursuant to _____ this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

Attachment: Etna Phase III JEDD Contract REDLINE CHANGES 12-18-15 (1280 : JEDD W/Etna Township #1)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) members in accordance with R.C.715.78 (A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of

Secretary and Treasurer may be combined into a single office by resolution of the Board. These officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within ~~the~~ Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit D. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of ~~income tax revenues~~ Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from ~~revenues of the District~~ Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All

payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

Unless otherwise agreed by the Parties, the Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt,

safekeeping and investment of the income tax revenues collected within the District. ~~The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.~~

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, paid in the following order of priority:

4.2.1.1. Pay ~~the City an amount equal to, if any,~~ the SWLSD Payment ~~for distribution to the SWLSD~~ as provided for in Section 4.3;

4.2.1.~~24~~. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost;

4.2.1.~~32~~. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.1.~~43~~. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue ~~to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency);~~ provided,

however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.2. From the Net Revenue:

4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.2. To Etna Township, an amount equal to the Net Revenue minus the sum of the amount determined under Section 4.2.2.1 and Section ~~4.2.2.3;~~

4.2.2.3. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax ~~monthly~~ quarterly at the same time as the deposit of Gross Revenue into the JEDD Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to 20% of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals two million, two hundred fifty thousand dollars (\$2,250,000), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District that is larger than 100,000 square feet is first occupied by a tenant or end user.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or

in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District -

1. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for ~~two~~ (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City, or are held to be unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The

termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City-Township for safekeeping, which records and documents shall be maintained by the City-Township as are public records of the City-Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their ~~best-reasonable~~ efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their ~~best-reasonable~~ efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor ~~pursuant to Section 4.2.1.4.~~

The Parties agree to cooperate with one another and to use their ~~best-reasonable~~ efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or

create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law~~and Mediation.~~ This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

~~The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.~~

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall ~~not~~ be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg

Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract ~~or for damages or both~~. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President
Date: _____
Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: Etna Phase III JEDD Contract REDLINE CHANGES 12-18-15 (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor

EXHIBIT C**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

ARTICLE I

ANNEXATION PERMITTED

Section 1.1 Designation of Territories Where Annexation is Permitted. The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the “Permitted Territory”.

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

Section 1.2 Township Shall Not Oppose Annexation Applications. The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III

CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

ARTICLE IV MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must

occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific

performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio,

in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President
Date: _____
Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: Etna Phase III JEDD Contract REDLINE CHANGES 12-18-15 (1280 : JEDD W/Etna Township #1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris

Reynoldsburg City Auditor

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: December 21, 2015**TO:****RE:** AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A JOINT ECONOMIC
DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN
ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency**Reason For Emergency: Financial needs of the City's government****Statement of necessity: To have agreement in place by beginning of 2016.****See materials for JEDD #1 also.**

BOARD OF TRUSTEES
ETNA TOWNSHIP, LICKING COUNTY, OHIO

RESOLUTION No. 15-11-04-__

**RESOLUTION PROVIDING FOR ACCEPTANCE OF THE ETNA-REYNOLDSBURG
 JOINT ECONOMIC DEVELOPMENT DISTRICT - 2 CONTRACT IN ITS PRESENT
 FORM AND FOR A PUBLIC HEARING ON THE CONTRACT**

The Board of Trustees of Etna Township, Licking County, Ohio met in a special meeting on November 4, 2015 at 81 Liberty Street with the following members present:

John Carlisle, President

Randy Foor, Vice-President

Jeff Johnson, Trustee

Trustee _____ moved the following:

WHEREAS, the Township of Etna (the "Township") and the City of Reynoldsburg (the "City") have negotiated and intend to enter into the Etna-Reynoldsburg Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Etna-Reynoldsburg Joint Economic Development District - 2 (the "JEDD-2") in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP, LICKING COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. The Board hereby approves the form of the Contract now on file with the Fiscal Officer subject to any revisions thereto following the public hearing provided for herein and to final approval by this Board.

Section 2. The Township shall hold a public hearing concerning the Contract commencing at 9:15 a.m. on the 19th day of December 2015, at 81 Liberty Street, Etna, Ohio. The public hearing shall allow for public comment and recommendations on the proposed Contract. The Township may include in the Contract any of those recommendations prior to final approval of the Contract. The Fiscal Officer is authorized and requested to cause notice of the time and place of the public hearing to be published in the Pataskala Standard, which is a newspaper of general circulation in the Township, 30 days prior to the public hearing.

Section 3. The Board further directs that a copy of the Contract, together with a description of the area or areas to be included in the District, including a map, and the economic development plan for the district that includes a schedule for the provision of any new, expanded, or additional services, facilities, improvements, and a schedule for the collection of an income tax to be levied, shall be available for public inspection, in the office of the Township Fiscal Officer.

BOARD OF TRUSTEES

ETNA TOWNSHIP, LICKING COUNTY, OHIO

Section 4. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 5. This Resolution shall take effect at the earliest time provided by law.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: _____ * _____ * _____

NAYS: _____ * _____ * _____

The motion carried and the Resolution was adopted.

Attest: _____
Walter Rogers, Fiscal Officer

CERTIFICATE

State of Ohio, Licking County

I, the undersigned Fiscal Officer of Etna Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number 15-11-04-__ is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Etna Township at its special meeting held on November 4, 2015 as was recorded in the official proceedings of the Board.

Walter Rogers, Fiscal Officer

Resolution #15-11-04-__

Exhibit C

**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT
(JEDD2)**

Attachment: JEDD -2 Bylaws (1286 : JEDD W/Etna Twp. #2)

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**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT**

A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.

B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2015, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").

C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions. Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.78, the Board of Directors (the "Board") shall be the governing body of the District.

(A) Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall serve without compensation. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

(B) Officers; Election Procedure. The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.78 and the

Contract. The other officers shall be elected by and from the members of the Board; provided that the same Board member may serve as Secretary and Treasurer. The Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a one-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.78 and the Contract.

(C) Duties of Officers.

(1) Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time and place of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.

(2) Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.

(3) Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

(4) Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

(5) Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

(D) Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before March 1, 2016, at which time the Board shall determine the initial location for its meetings and its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others

requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

For the purpose of receiving mail and other notices, the initial mailing address of the Board shall be the Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188, and shall continue to be such until changed by the Board of Directors.

(E) Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.

(F) Powers and Duties.

(1) Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

(2) Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.

(3) At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next one-year term in accordance with Section 2(B) hereof.

(4) At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.74 and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the

income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.

(5) The Board of Directors shall exercise the powers and perform the duties and functions set forth in Section 9 of the Contract.

(6) In addition, the Board of Directors may:

- (a) act as the managerial body for the District;
- (b) appoint one or more advisory committees, as provided in Section 4 hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
- (c) direct the Treasurer concerning disbursements from the funds maintained by the District;
- (d) amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
- (e) make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

(7) There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

(A) Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.

(B) Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.

(C) Notice of Meetings.

(1) Posted Notice.

- (a) Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (b) Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- (c) Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting. Such notice shall be posted at the Reynoldsburg City Hall and

Etna Township Hall.

(2) Notice to News Media.

- (a) Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- (b) Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- (c) In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

(3) Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- (a) Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the

Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.

- (b) The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- (c) The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

(4) General.

- (a) Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- (b) The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- (c) The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings. All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds. The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the Treasurer. The Board shall establish a General Fund for the operation and administration of the District. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District

fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the JEDD Income Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

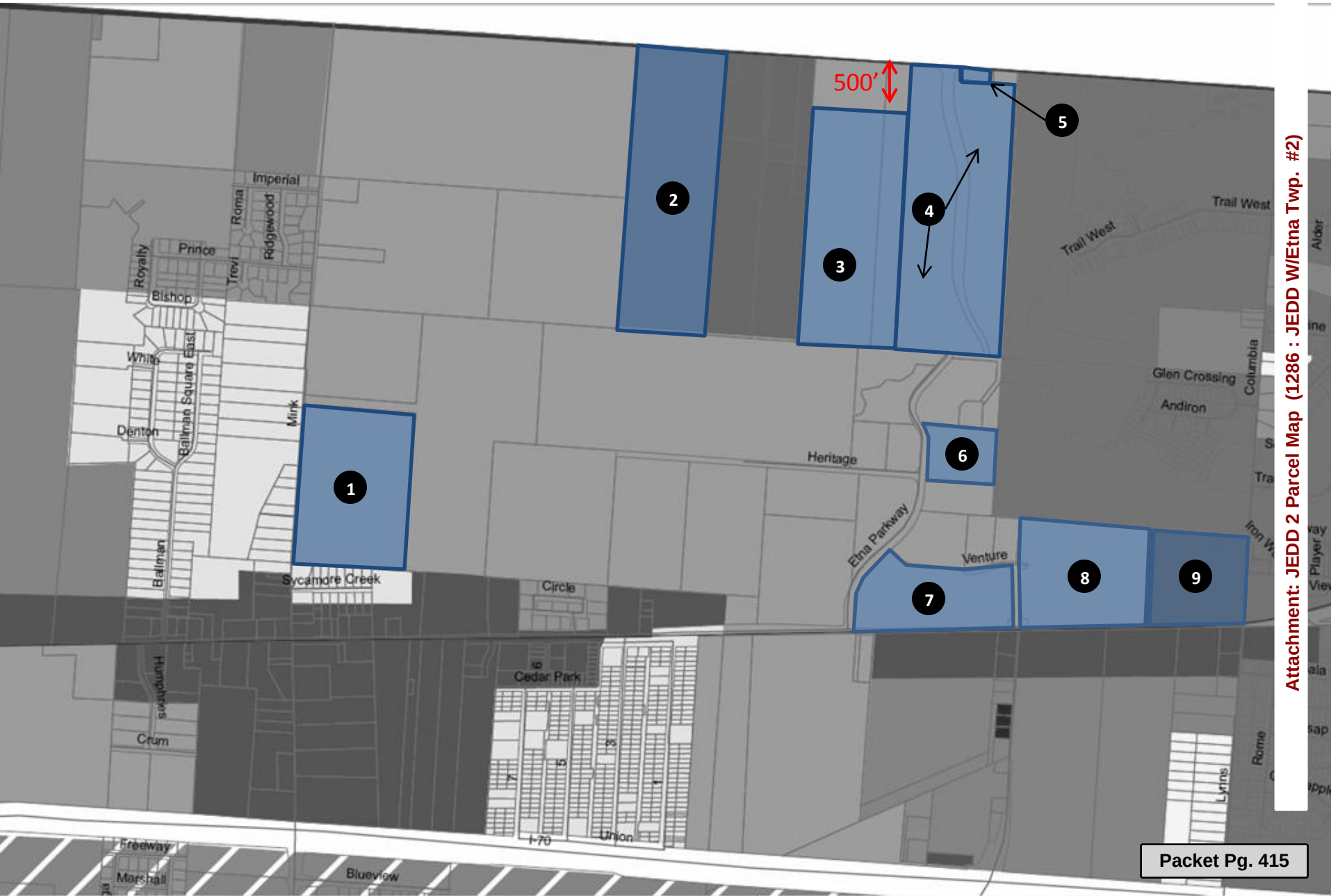
Section 7. Amendments. These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to _____ and to the City.

Section 8. Transition. In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on _____, 20__.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT

Secretary



Attachment: JEDD 2 Parcel Map (1286 : JEDD W/Etna Twp. #2)

<u>Map #</u>	<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acres</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>	<u>Current Business</u>
1	Carol Duval Trustee	9196 Mink Street Pataskala, Ohio 43062	010-017886-00.000	43.578	M-1	Agriculture	Yes	
2	Ronald Kissell	Refugee Road	010-017406-00.000	65.000	M-2	Agriculture	Yes	
3	Windfall Custom Investments LLC	11713 Refugee Road Pataskala, Ohio 43062	010-017562-00.000	56.000	M-1	Agriculture	No	EXCLUDING THE FIRS' 500' PORTION FROM REFUGEE ROAD
4	Farm View/Refugee LLC	Etna Pkwy Etna, Ohio 43062	010-018330-00.000	73.000	M-1	Agriculture	No	
5	Majestic View Farms	Refugee Road	010-020286-00.000	1.122	M-1	Agriculture	No	
6	Southgate Co. Limited Partnership	1225 Heritage Drive Etna, Ohio 43062	010-017154-00.007	8.352	M-1	Manufacturing	Yes	
7	Southgate Co. Limited Partnership	Venture Drive Etna, Ohio 43062	010-017154-00.015	25.305	M-1	Manufacturing	Yes	
8	Southgate Co. Limited Partnership	Southgate Pkwy. Etna, Ohio 43062	010-017154-00.016	33.009	M-1	Manufacturing	Yes	
9	Hebron Ventures LTD	National Road Etna, Ohio 43062	010-017154-00.001	23.131	GB-1	Manufacturing and Agriculture	Yes	

328.497

Attachment: JEDD 2 Property Listing (1286 : JEDD W/Etna Twp. #2)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

Attachment: JEDD-2 Contract-Etna-Reynoldsburg- Revised- 11-4-15 FINAL (1286 : JEDD W/Etna Twp. #2)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 2 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 328+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii)

collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.4.1. and 4.3 hereof,

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 2.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records law of the State.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from revenues of the District income tax as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from those revenues of the District as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues derived from this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.78(A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on

a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All

payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In any event, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

4.2.1.1 Repay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not to exceed two percent (2%) of the Gross Revenue.

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.2. From the Net Revenue:

4.2.2.1. Twenty percent (20%) to the City of Reynoldsburg;

4.2.2.2. Seventy percent (70%) to Etna Township;

4.2.2.3. Ten percent (10%) to the Board Improvement Account.

However, in the event that the Township, and all other necessary entities, have entered into such tax abatement, tax incentive, and/or development and compensation agreements, including the approval of all necessary legislation, as required by the Township, including such agreements and approvals as are applicable to the Southwest Licking Local School District, then, and in that event, distribution by the Administrator shall not be in accordance with Sections 4.2.1. and 4.2.2., but instead shall be in accordance with the following:

4.2.3. From the Gross Revenue:

4.2.3.1. Re-pay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.3.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.3.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (through the Regional Income Tax Agency).

4.2.4. From the Net Revenue:

4.2.4.1. Pay the City an amount equal to, if any, the SWLSD Payment for distribution to the SWLSD (see Section 4.3 below);

4.2.4.2. To the City of Reynoldsburg an amount equal to twenty percent (20%) of the Net Revenue;

4.2.4.3. To Etna Township an amount equal to fifty percent (50%) of the Net Revenue;

4.2.4.4. To the Board Improvement Account, an amount equal to ten percent (10%) of the Net Revenue.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Net Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals the sum agreed to between the Township and the SWLSD (hereafter the “Total Sum”), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township, which shall thereafter receive an amount equal to seventy percent (70%) of the Net Revenue.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting

Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated

upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the _____ day of _____, 20____, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the _____ day of _____, 20____. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 of the Revised Code. In the event that Sections 715.72 through 715.81 of the Revised Code are amended or supplemented by the enactment of a new section or

sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 as amended or supplemented, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

Attachment: JEDD-2 Contract-Etna-Reynoldsburg- Revised- 11-4-15 FINAL (1286 : JEDD W/Etna Twp. #2)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2015

JEDD 2

Attachment: JEDD-2 Contract-Etna-Reynoldsburg- Revised- 11-4-15- Red Line (1286 : JEDD W/Etna Twp. #2)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2015, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 2 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately ~~32836~~³²⁸³⁶+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii)

collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"SWLSD" means the Southwest Licking Local School District.

"SWLSD Payment" means the amount described in Sections 4.2.4.1. and 4.3 hereof.

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vica versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district ("JEDD") in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the "Etna - Reynoldsburg Joint Economic Development District - 2." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit "A" and more particularly described in Exhibit "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the "County") and does not include any "parcel of land" (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure for ProLogis Park 70-Etna that involves a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and an arrangement to partially reimburse ProLogis for the construction of a public road.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.81, but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.74, 715.80 or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records law of the State.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from revenues of the District income tax as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from those revenues of the District ~~prior to the~~ distributions, as set forth in Article IV hereof.

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Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues derived from this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.78(A)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on

a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.78.

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Article IV hereof.

The Board may enter into such ~~p~~Private or ~~p~~Public ~~r~~Reimbursement ~~a~~Agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State ~~of Ohio, Etna the~~ Township, the City ~~of~~

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Reynoldsburg, and the area. All payments due under any Reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable Reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one and one-half percent (1½%) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In any event, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

4.2.1.1 Repay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not to exceed two percent (2%) of the Gross Revenue.

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.2. From the Net Revenue:

- 4.2.2.1. Twenty percent (20%) to the City of Reynoldsburg;
- 4.2.2.2. Seventy percent (70%) to Etna Township;
- 4.2.2.3. Ten percent (10%) to the Board Improvement Account.

However, in the event that the Township, and all other necessary entities, have entered into such tax abatement, tax incentive, and/or development and compensation agreements, including the approval of all necessary legislation, as required by the Township, including such agreements and approvals as are applicable to the Southwest Licking Local School District, then, and in that event, distribution by the Administrator shall not be in accordance with Sections 4.2.1. and 4.2.2., but instead shall be in accordance with the following:

4.2.3. From the Gross Revenue:

4.2.3.1. Re-pay the Contracting Parties the costs they incurred to establish the District, if any, until paid in full;

4.2.3.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.3.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency).

4.2.4. From the Net Revenue:

4.2.4.1. Pay the City an amount equal to, if any, the SWLSD Payment for distribution to the SWLSD (see Section 4.3 below);

4.2.4.2. To the City of Reynoldsburg an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.4.3. To Etna Township an amount equal to the Net Revenue minus the sum of the amount determined under Section 4.2.4.1. and Section 4.2.4.2. fifty percent (50%) of the Net Revenue;

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4.2.4.4. To the Board Improvement Account, an amount equal to ten percent (10%) ~~multiplied by the sum of the Net Revenue and the SWLSD Payment, if any.~~

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Net Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals the sum agreed to between the Township and the SWLSD (hereafter the "Total Sum"), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District ~~that is larger than 100,000 square feet is first occupied by a tenant or end user.~~ Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township, which shall thereafter receive an amount equal to seventy percent (70%) of the Net Revenue.

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Section 4.43 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges

related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated

upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the day of _____, 20____, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the _____ day of _____, 20____. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JEDD District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

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Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 of the Revised Code. In the event that Sections 715.72 through

715.81 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 as amended or supplemented, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

Etna-Reynoldsburg Joint Economic Development District - 2

Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 2 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to promote economic development in and around the JEDD, to facilitate economic development, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The schedule for the collection of an income tax shall be as follows: the JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board, that the rate of such tax will be one and one-half (1½%), and that the tax will be effective immediately after the JEDD Board's enactment of the tax. The rate of such tax may, at the discretion of the Etna Township Board of Trustees, increase to equal the highest rate of income tax levied by the City, but shall never be decreased below one and one-half percent (1½%). The City shall, by contract with the JEDD, administer the collection and distribution of the tax, pursuant to the Tax Agreement with the JEDD.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township and the City. The tax proceeds received by the JEDD Board, Township and City will be used and scheduled, in part, to provide the following new, expanded, or additional services, facilities, or improvements:

- (i) The facilitation of new economic development in the JEDD and the surrounding areas by providing financial incentives to the private sector to create new jobs and construct new facilities through grants and low interest and/or forgivable loans.
- (ii) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, in the JEDD and the surrounding areas to foster economic development.
- (iii) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, to foster economic development. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities

which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

(iv) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.

The timing of the provision of such services, facilities and improvements is dependent on the revenue generated by the tax imposed by the JEDD Board.

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: December 21, 2015**TO: Finance Committee****RE: An Ordinance Approving and Authorizing the Execution and
Delivery of a Joint Economic Development District Contract by and
Between Etna Township and the City of Reynoldsburg, Ohio and
Declaring an Emergency.**

Emergency/Suspension: Emergency

Statement of necessity: Agreement is part of the JEDD with Etna Township.

See Attached Document

Development and Compensation Agreement

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2015, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and Prologis, a Maryland real estate investment trust (“Prologis”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has proposed to enter into a Community Reinvestment Area Agreement with Prologis (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (the “JEDD Contract,” substantially in the form attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the boundaries of the JEDD and the Project Site are coterminous; and

WHEREAS, the Township has proposed to pass a tax increment financing (“TIF”) resolution (the “TIF Resolution”, substantially in the form attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the “School District”) has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, the Board of Education of the Licking County Joint Vocational School District (the “Joint Vocational School District”) has waived all applicable notice

requirements in connection with the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District's waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. 5709.82, the County, the Township and Prologis are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Prologis in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

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

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the "JEDD Board") at its first meeting to adopt a resolution to levy an income tax at a rate of one

and one-half percent (1.5%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain one and one-half percent (1.5%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1.5%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. The City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking School District Payment (“SWLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish the JEDD, if any, until paid in full, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount totaling no less than one percent (1%) of the Gross Revenue and not to exceed two percent (2%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax.

The SWLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 20% of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals two million, two hundred fifty thousand dollars (\$2,250,000), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any; and (3) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City and the Board Improvement Account pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. Prologis agrees to expend up to \$4,000,000 to construct or cause to be constructed, or to contribute toward the construction of, public infrastructure improvements (as defined in R.C. 5709.40(A)(7)) that are within the JEDD, that are contiguous to the JEDD, or that benefit the JEDD. The City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with Prologis and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – Prologis for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by Prologis or its designees in accordance with this subsection 2.E, including interest costs. Prologis hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. 5709.40(A)(7)) in the current or future publicly-owned rights of way, in public easements or in utility easements. The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account, JEDD revenues received by the Township, and TIF service payments, and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/Prologis Account (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund to be created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to make public infrastructure improvements (as defined in R.C. 5709.40(A)(7)) that directly benefit the parcels comprising the JEDD, including but not limited to public infrastructure improvements to be constructed by Prologis in accordance with this subsection 2.E.

b. The parties hereto agree that with respect to the amounts paid to Prologis by the JEDD Board from amounts deposited into the Board Improvement Account and by the Township from amounts received from the JEDD and from amounts deposited into the TIF Account, (i) the reimbursement paid to Prologis by the JEDD Board shall be equal to 100% of the amount deposited into the Board Improvement Account through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user, 75% of the amount deposited into the Board Improvement Account for the next five calendar years, and 50% of the amount deposited into the Board Improvement Account in all years thereafter until Prologis is fully reimbursed under the agreement or agreements entered into under this Section, (ii) the reimbursement paid to Prologis by the Township from its JEDD revenues shall be equal to 50% of the amount received by the Township from the JEDD through the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user and shall cease thereafter, (iii) the reimbursement paid to Prologis by the Township from the TIF Account shall be equal to 50% of the amount deposited into the TIF Account each year until Prologis is fully reimbursed under the

agreement or agreements entered into under this Section, and (iv) from the remainder of the funds in the TIF Account each year beginning with the sixteenth year in which the Township receives revenues in the TIF Account (after making the payment required under subparagraph (iii)), the Township may reimburse itself for the amounts paid to Prologis under subparagraph (ii) in amounts annually equal to two times the amount paid to Prologis in accordance with that subparagraph for the corresponding year during the first fifteen years after a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user. For example, if the Township reimbursed Prologis \$1,000 in year 1, the Township may reimburse itself up to \$2,000 in year 16. If the remainder of the funds in the TIF Account are insufficient to reimburse the Township twice the amount of the corresponding year, amounts owed to the Township shall be paid in subsequent years when available, after first making the payment required under subparagraph (iii) (i.e. if the Township is owed \$2,000 in year 16 but TIF revenues only equal \$3,000, \$1,500 shall be reimbursed to Prologis, \$1,500 shall be reimbursed to the Township, and the remaining \$500 owed to the Township shall be reimbursed in subsequent years when such funds are available after paying Prologis in the subsequent years). To the extent the amount reimbursed to the Township exceeds the amount paid by the Township under subparagraph (ii), such amount must be used for costs of public infrastructure improvements that directly benefit the Property, in accordance with the TIF Resolution and applicable Ohio law.

c. Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by Prologis, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the JEDD Improvements Account, provided that all such improvements must be made within the Township.

F. The City and the Township agree that the JEDD Contract shall continue in existence for be for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other members to serve as chairperson of the Board.

3. Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or Prologis in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the

JEDD Contract; provided, however, this section shall not prohibit Prologis from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. For each building exempted from taxation under the CRA Agreement, beginning in the tax payment year for the first tax year of the CRA exemption for that building and continuing through the tax payment year for the last tax year of the CRA exemption for that building, the owner of the building as of March 31 of the tax payment year (the “Supplemental Payment Date”) shall make a payment to the School District in an amount equal to one and one-half cents (\$.015) per leasable square foot as reasonably determined by the project architect in accordance with standards established by Building Owners and Managers Association International (a “Supplemental Payment”). Each Supplemental Payment shall be made on or before the Supplemental Payment Date. This obligation shall be a covenant running with the land and shall be memorialized in a declaration of covenants recorded by the owner before the owner files the applicable CRA exemption application described in R.C. 3735.67 with the CRA housing officer.

4. Cooperation by Property Owner

A. Prologis agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. Prologis agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. Prologis agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that Prologis cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by Prologis to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without

the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and Prologis, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Director
Licking County Planning Commission
20 S. Second Street
Newark, OH 43055

If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to Prologis, to:

Brian N. Marsh
Senior Vice President
Prologis
383 North Front Street, Suite 1A
Columbus, OH 43215

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

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

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the ____ day of _____, 2015.

LICKING COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Its: _____

Date: _____

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Its: _____

Date: _____

CITY OF REYNOLDSBURG

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

PROLOGIS

By: _____

Its: Senior Vice President

Date: _____

STATE OF _____,

COUNTY OF _____, SS:

Attachment: (22967225) (15) Prologis - Etna Phase III DC Agreement (#2) (1284 : DCA Agreement)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of the Etna Township Board of Trustees, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by Brian N. Marsh, the Senior Vice President of Prologis, a Maryland real estate investment trust, on behalf of the trust.

Notary Public

Exhibit A to DC Agreement

Form of CRA Agreeemenet

Attachment: (22967225)_(15)_Prologis - Etna Phase III DC Agreement (#2) (1284 : DCA Agreement)

Exhibit B to DC Agreement
Form of JEDD Contract

Attachment: (22967225)_(15)_Prologis - Etna Phase III DC Agreement (#2) (1284 : DCA Agreement)

Exhibit C to DC Agreement

Form of TIF Resolution

Attachment: (22967225)_(15)_Prologis - Etna Phase III DC Agreement (#2) (1284 : DCA Agreement)

Computer Services

Scott Teeters

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6883 Phone

ORDINANCE REQUEST

DATE: **December 21, 2015**

TO: **Finance Committee**

RE: **To Enter into an Agreement with Broadband Resources, LLC to
Provide Disaster Recovery Hotsite Hosting Services.**

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity:

These agreements need to be declared an Emergency to ensure the Disaster Recovery Plan can be launched in 2015 and have the hotsite set up as soon as possible per the requirements of the State Auditor's office.

These are the agreements for the vendor chosen to host the City's Disaster Recovery hotsite. The Support Agreement establishes what services will be available at the hotsite and the second document entitled "Reynoldsburg 20MB.pdf" simply allows Broadband Resources, LLC to have Time Warner create a high speed connection between the Reynoldsburg municipal building and the hotsite. The hotsite will house our own equipment and provide redundant power and Internet access. With these signed, we can move forward with the Disaster Recovery Plan as required by the State Auditor's office.

Service Agreement and Service Order

This Business Class Service Agreement and Service Order, including all attached Work Orders and additional Terms and Conditions that are incorporated herein by this reference ("Service Agreement"), is between customer identified below ("Customer") and Broadband Resources ("BR" or "Operator") and is effective as of the date last signed below.

Broadband Resources Information	
Broadband Resources 1624 Brice Road, Reynoldsburg, Ohio 43068	Website: http://www.keytelsystems.com Customer Support: 1-614-328-0555

Customer Information					
Customer Name (Exact Legal Name): City of Reynoldsburg				Federal Tax ID No (9 digits):	
Business Street Address (Service Address):* 7232 E Main Street		Suite:	City: Reynoldsburg	State: Ohio	Zip Code: 43068
Customer's Phone # 614-322-6800	Extension:	Fax #:			
Customer Contact Name: Scott Teeters		Telephone #: 614-322-6883		E-mail: steeters@ci.reynoldsburg.oh.us	
Billing Address: 7232 E Main Street		Suite:	City: Reynoldsburg	State: Ohio	Zip Code: 43068
Billing Contact Name:		Telephone #:		E-mail:	

Existing Customer Account #: _____

New Customer _____

Services						
Products Ordered	Term (Months)	Quantity	Install Fee/ Setup Fee	Monthly Fee	Order Type	Total Monthly Recurring
20Mbps Fiber Eline	60	1	\$1000.00	\$700.00	N	\$700.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

Total Install Fees* \$1000.00**

Total Monthly* \$700.00**

** Order Type: N—New | A—Add | C—Change | M—Move

**** Prices do not include taxes and may include additional fees.

AGREEMENT

The services, products, prices and terms identified on this Service Order constitute Broadband Resources offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Broadband Resources reserves the right to rescind this offer at any time, at its sole discretion. The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then- current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Broadband Resources uses third party network for physical access to customer sites. We adhere to their SLA (Service Level Agreement) and have attached any applicable SLA to this document. This SLA should be treated as if our customer and the carrier were contracted directly. Any early termination by the customer of any service under this agreement will result in an early termination fee of 100% of the monthly recurring charges for the remainder of the term. Customer agrees to the terms and conditions of any third party carrier. Applicable third parties to this agreement are Time Warner Cable – Terms and Conditions – <http://www.twcbc.com/legal> The terms and conditions of the third party are incorporated herein by reference.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Customer Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Authorized Broadband Resources Signature: _____

Kristopher Haley

Printed Name: _____

President

Title: _____

Date Signed: _____

Attachment: Reynoldsburg 20MB (1285 : Disaster Recovery Hotsite Hosting Agreement)

Support Agreement

This Support Agreement ("Agreement") is entered into on January 1, 2016 between Broadband Resources LLC, 1624 Brice Road, Reynoldsburg, Ohio, 43068, hereinafter referred to as "Provider" and City of Reynoldsburg, 7232 E Main Street, Reynoldsburg, 43068, hereinafter referred to as "City". The Provider and the City shall be collectively referred to as the "Parties". Under this Agreement, the Provider will provide Computer Support and related services to City.

Whereas, the City wishes to engage the Provider to provide Computer Support and related services to the City from time to time, and

Whereas, the Provider wishes to provide said Computer Support and related services to the City from time to time.

Now Therefor, for and in consideration of the mutual covenants herein contained and other valuable consideration the Parties to this contract do mutually and severally agree to perform their respective covenants and to guarantee terms, conditions, and payments of this agreement.

1. Acceptance

By accepting this Agreement and using Provider's Computer Support ("Services"), City agrees to be bound by all the terms and conditions of this Agreement.

2. Provision of Services

Provider agrees to provide City with Computer Support and such additional services, as may be provided by Provider from time to time. Provider reserves the right to change or modify the features of City's service plan from time to time on 30 days written or e-mailed notice to City. City's continued use of Provider's services after receipt of such a notice of modification shall constitute City's acceptance of and agreement to be bound by the Provider's modification of the terms and conditions of this Agreement.

3. Agreement Term

The term of this Agreement shall commence on the date of equipment installation for 60 months and shall auto renew for 12 months at the current rates.

4. Termination without Cause

(a) City may terminate this Agreement at any time, for any reason, by contacting Provider and requesting that City's account be canceled.

(b) Provider may terminate this Agreement at any time.

5. Termination for Cause

City agrees to abide by the terms of this Agreement and by Provider's general use policies as set forth in this Agreement, as those policies may exist from time to time. Provider may change its use policies on 30 day written notice to Customer by e-mail message, mail, or facsimile transmission. Any violation by City of the terms of this Agreement or of Provider's general use policies shall be grounds for immediate termination of City's account for cause. If Provider terminates City's account for a violation of this Agreement, Provider shall not be required to refund any amounts billed for the billing period in which Provider terminates City's services.

6. Payment Terms

City agrees to pay Provider for the following services.

\$65 per Rack Unit for Customer Equipment. A/B Power Included

\$37.50 Per Mbps of Internet

Initial Configuration of 8 RU and 6Mbps of Internet = \$745 per month.

A one time startup fee of \$1200.00 will be charged for provisioning of services.

Charges to be billed annually.

7. Violations of Network Security

City is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of City's agreement. Provider will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:

- (a) Accessing data not intended for the City or logging into a server or account that the City is not authorized to access.
- (b) Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.
- (c) Attempting to interfere with service to any Client, Provider or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".
- (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- (e) Taking any action in order to obtain services to which the City is not entitled.
- (f) The Provider does not permit 3rd parties access to Provider servers and services. City agrees not to allow or support any access of 3rd parties into the Provider servers.

8. Warranty against Unlawful Use

City warrants and represents that City shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of City's account for cause.

9. Liability; No Warranty; Limitation of Damages

- (a) City expressly agrees that use of Services provided by Provider is at City's sole risk.
- (b) Provider shall have no liability of any kind for any damages or loss arising as a consequence of downtime or unavailability due to acts of god, terrorism, or third party responsibility.
- (c) Provider, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.
- (d) Provider, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Provider's records, programs, or services.

(e) Provider will exercise no control over the content of the information passing through Provider's network except those controls expressly provided herein.

(f) Provider will not be responsible for any damages that may be suffered by City, including loss of data resulting from delays or non-deliveries by third parties.

10. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to City. City agrees that all right, title, and interest in any product or service provided to City belongs to Provider. These products and services are only for City's use in connection with Services provided to City as outlined in this Agreement.

(b) City expressly warrants to the Provider that City has the right to use any patented, copyrighted, or trademarked material which City uses, posts, or otherwise transfers to Provider servers.

11. Hardware, Equipment, and Software

City is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Provider servers. Provider makes no representations, warranties, or assurances that City's equipment will be compatible with Provider Services.

12. Age

City expressly represents and warrants that City and any person to whom City grants access to City's Provider account are at least 18 years of age.

13. Indemnification

City acknowledges and agrees that, due to the nature of the agreement, the provider shall not be liable for any damages or losses of any kind resulting from any unintentional error or omission by provider in performing the services under this agreement.

Notwithstanding the foregoing, Provider shall be liable for any damages or losses arising out of Providers own negligence or willful misconduct in performing the services in accordance with or deviation by provider from, the terms and conditions of this agreement or any exhibits, schedules or addenda attached to this agreement. Further, City acknowledges and agrees that if provider has failed to perform under this agreement in accordance with the standards set forth therein, Providers liability for damages, losses or other compensation to city shall be limited to the total payments made under this agreement.

14. Attorneys' Fees

If any legal action is necessary to enforce the terms of this Agreement, the each party shall bare their own attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

15. Notice

City agrees to keep Provider informed of all current contact information for City's account. Changes in City's account information may be reported to Provider by e-mail at helpdesk@keytelsystems.com. Failure to maintain or keep current all contact information shall be a ground for Provider to terminate City's account for cause.

16. Amendment

This agreement may be amended from time to time upon written notice to both parties. Any such amendments shall be effective immediately after such notice is agreed to by both parties in writing.

17. Assignment

Provider shall not assign this agreement for any rights and duties here under to any third party without written consent by City.

18. Governing Law

This Agreement has been entered into in the State of Ohio, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state.

19. Severability

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

20. Waiver

No waiver by Provider of any breach by City of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

21. Entire Agreement

This Agreement shall constitute the entire agreement between City and Provider, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Broadband Resources LLC.,
By Kristopher Haley, its President

CITY:

City of Reynoldsburg
By Brad McCloud, its Mayor

Approved as to form
James E. Hood, its City Manager

Fiscal Officer's Certification

In testimony whereof, the said parties here unto set their hand the day and year written above it is hereby certified that both at the same time of the making of this contract or order and at the date of the execution of this certification, the amount of \$_____ Required to pay this contract or order has been appropriated for the purposes of this contract or order and is in the treasury or in the process of collection to the credit of the _____ fund free from any other previous encumbrances.

City of Reynoldsburg

Richard Harris, Auditor