Reynoldsburg

OHIO • 1839

CITY COUNCIL

Council Meeting

Angie Jenkins, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Meredith Lawson-Rowe, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, December 19, 2022 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

a. City Council – Regular Meeting – December 12, 2022

5. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

6. COMMUNICATIONS

1. Financial Report Data Comparison October 2022

7. REPORTS

a. **There is no Development, Parks & Recreation Committee meeting.**

b. **There is no Public Safety, Law & Courts Committee meeting.**

c. **<u>There is no Public Service & Transportation Committee meeting.</u>**

d. **<u>Finance & Administration Committee</u>**

1. An Ordinance Authorizing and Directing the Mayor to Accept Payment from Reynoldsburg Mob LLC for the Sale of Real Property, and Declaring an Emergency

8. CONSENT AGENDA FOR EMERGENCY ADOPTION

1. An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; Authorizing the Execution of a Tax Increment Financing and Cooperative Agreement, and Declaring an Emergency (First Reading 12/12/2022). --- Baker. Development, Parks and Recreation Committee.

2. An Ordinance to Transfer Funds Among Various General Fund Accounts, and Declaring an Emergency (Second Reading 12/5/2022). --- Salvati. Finance and Administration Committee.

3. An Ordinance Authorizing and Directing the Mayor to Accept Payment from Reynoldsburg Mob LLC for the Sale of Real Property, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

9. CONSENT AGENDA FOR SECOND READING

1. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Taylor-Summit Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, and Declaring an Emergency (First Reading 12/12/2022). --- Baker. Development, Parks and Recreation Committee.

10. UPCOMING MEETINGS

a. January 5, 2023 Planning & Zoning Board
b. January 9, 2023 Council and Organizational
c. January 16, 2023 Martin Luther King, Jr. Day City Offices Closed
d. January 19, 2023 Planning & Zoning Board
e. January 23, 2023 Council

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ADJOURNMENT

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Council President Leanora Jenkins called the meeting to order at 6:33 PM

Invocation - Pastor Robert Linder from Grace Apostolic Church

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe
ABSENT:

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Special Meeting – December 5, 2022

The regular meeting minutes of December 5, 2022 were approved as submitted.

RESULT:	**ACCEPTED**

Community Comments

Mayor Begeny

Mayor Begeny gave an update on East Main Street stating that residents may have seen that the power lines are down and they are now waiting for the telecommunications companies to come in and take the rest of the power lines down. He explained that this work should be done within the next week to ten days. He stated that they are taking their time with this project to ensure that no services are interrupted during the change.

Presentation of the Mel Clemens Award

Mayor Begeny presented the Mel Clemens Community Service Award which recognizes a Reynoldsburg resident who has had a major impact in promoting the City of Reynoldsburg. Their pride in our community is apparent and demonstrated by their volunteerism and efforts to make a positive difference in our City. Such an award will be recognized not only in the community service and volunteerism, but also compassion, respect, and kindness shown to others and the way they have consistently improved the

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quality of life in Reynoldsburg. Our winner this year is David Risen. David has been a resident of Reynoldsburg since 1991. David has been a member of the Reynoldsburg Chapter of the Lions Club for over 25 years and has held various leadership positions. David has participated in programs sponsored by the Reynoldsburg Lions Club such as the Super Braxton 5k, collecting Legos in honor of Braxton, he has also represented the Lions Club by assisting the Reynoldsburg Community Association with the 4th of July parade as Field Marshal and running a booth at the community Halloween party. He is also a member of the Reynoldsburg VFW, Summit Station Lions Club, Reynoldsburg Elks Club, and Reynoldsburg Eagles Club. One nominator describes David as “an asset to our community and a good friend to Reynoldsburg”. Mayor Begeny then invited David and his wife and any descendants of Mel Clemens to join him in the presentation of this award.

Communications

Motions

A MOTION TO HEREBY AFFIRM THE MAYORAL APPOINTMENT OF SEVEN MEMBERS TO SERVE ON THE NEW PLANNING & ZONING BOARD FOR TERMS AS INDICATED

President Jenkins commented that with the passage of the Charter amendment that combined the Planning Commission and the Board of Zoning and Building Appeals into a new seven member board called the Planning & Zoning Board, Council needs to approve members to the Board. The Charter provides for the Mayor to make appointments to this new board. Council is responsible for affirming the Mayor's appointment selections.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Meredith Lawson Rowe, Councilwoman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A MOTION TO APPROVE THE UPDATED RULES OF COUNCIL

Attorney Shook stated that he has no new comments about the items previously discussed. He also explained a possible new change to Council rules that was not included in this legislation. This new item would change Council rules to include new

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language stating that the majority of committee members present must approve the legislation for it to leave the committee. He stated that this could be passed at a later date and does not need to be included tonight.

Council chose to pass the legislation as is and vote on this item at another time.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A Motion to Reconsider Ordinance No. 142-2022, an Ordinance Authorizing the Mayor to Enter into a Contract with Silco Fire & Security to Purchase Two Cameras, Camera Licenses, and Related Equipment for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee.

President Jenkins explained that the Auditor requested that the Ordinance include transfer language of funds between Parks & Recreation accounts. This Ordinance needs to be reconsidered to add that language.

Councilmember Bryant moved to reconsider Ordinance No. 142-2022. Second by Councilmember Baker. Motion carried.

President Jenkins stated that a motion was needed to amend Ordinance No. 142-2022 to change the account number, an Ordinance Authorizing the Mayor to Enter into a Contract with Silco Fire & Security to Purchase Two Cameras, Camera Licenses, and Related Equipment for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, and Declaring an Emergency

Councilmember Strickland moved to amend Ordinance No. 142-2022. Second by Councilmember Bryant.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes, Lawson-Rowe - yes; Cotner - yes; President Jenkins - yes

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

Reports

Auditor's Report

AUDITOR'S REPORTS OCTOBER, 2022

The Auditor's Office submitted the budget by department and classification for the month of October, 2022.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for December 12, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Baker, and President Jenkins.

An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Taylor-Summit Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, and Declaring an Emergency

Director Meyer explained that this Ordinance is to create a new Community Reinvestment Area (CRA). He stated that CRAs are defined by describing the areas in which they exist, this CRA is described as placed along Taylor Road, adjacent from the current Victoria's Secret and Bath & Body Works facilities, and then adjacent to an area in Pataskala with a concrete plant as well. This Ordinance is to create the Taylor Summit CRA District. He explained that as a City they have the ability to create a CRA and then send it to the State, which has 30 days to approve it, and that would give the City the power to do tax abatements. He stated that there is a 10 year term for remodeling of at least $2500 of work, or up to $5000. On a 15 year term, on a case by case basis, on new commercial or industrial facilities or existing

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commercial or industrial facilities. This CRA does not include tax abatements for new housing. They are requesting a 2 read emergency to allow the state 30 days to approve them to begin work.

Councilmember Pyakurel asked why this couldn't be 3 reads and also asked what they will do to help residents within that area understand what this means. He also explained that on page 303 of the packet, they have the ability to apply for the property tax abatement for up to 50% of the assessed value of the work done to remodel their home. This also allows new development to apply for the abatement for a job creation project. Director Meyer explained that he is requesting the 2 read emergency because of the extra waiting period with the State's approval. He explained that he is willing to do 3 reads if requested.

Councilmember Cotner asked how large the commercial section of this CRA would be. Director Meyer stated he believes it is around 50 acres and that it is currently under contract. He also explained that the Mayor selects a Housing Officer for the CRA.

Director Meyer also stated that he is willing to have a third read in January per Council's request.

Councilmember Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; Authorizing the Execution of a Tax Increment Financing and Cooperative Agreement, and Declaring a

Attorney Shook stated that the first purpose of the Ordinance is for care, caution, and cleanup. He explained in July 2021, Council passed the Eastwood Commercial TIF with a TIF reimbursement agreement with the developer. He stated that as they were finalizing the numbers for reimbursement, he checked with the Development

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Department to ensure that school notices went out back in July 2021. He explained that they were sent out but they were sent out as ordinary mail and they should have been sent out as certified mail and/or personal service; so to be safe he is asking Council to repass the commercial Ordinance now that they have provided personal service to both school districts. He is requesting an emergency approval because there are projects being completed on the site now that will likely show up on the tax bill next year so this needs to be approved before the end of the year. In addition, there is a cooperative agreement that they have been asked to approve, the Columbus Franklin County Finance Authority is providing funding to the developer which requires City approval if we are going to assign TIF reimbursement to the Columbus Franklin County Finance Authority.

Councilmember Cotner asked if people reported not receiving this mail. Attorney Shook stated that they have not been told people did not receive it, he just wanted to be extra cautious.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for December 12, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Bryant and President Jenkins.

An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program --- Bryant. Public Safety, Law and Courts Committee.

Attorney Shook first gave an update on the number of tobacco retailers in Reynoldsburg, he stated that in Franklin County Reynoldsburg there are 30 establishments, there are much less in the Licking and Fairfield County parts of Reynoldsburg. He also stated that there have been some changes to the proposed Ordinance, the three changes are:

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- The tobacco retailer has to be at a fixed location, it cannot be mobile or movable

- The tobacco retailer cannot be within 1000 feet of a youth oriented facility however any retail establishment that already is licensed through the State of Ohio would be grandfathered in, this would also not apply to any youth oriented facility being built near an established tobacco retailer

- The tobacco retailers who comply with the City laws on IDs being scanned through an electronic system, if the ID is scanned and deemed valid then the retailer is not held responsible for the ID being fake or not belonging to the person unless there is clear and obvious reason to believe that that person is not the person on the ID

Councilmember Cotner clarified that if a tobacco retailer were to be located in a strip mall but then a daycare wanted to open next door, the tobacco retailer would not have to move.

Lindsay Rodenhauser is a division manager within health systems and planning which is where tobacco programs reside within Franklin County Public Health. She attended Council to answer any questions Councilmembers may have about the proposed license.

Councilmember Baker asked how Franklin County came up with a fee of $500. Ms. Rodenhauser stated that they came up with this amount based on personnel costs, accounting or what time it would take regarding compliance checks and administrative side of the retail license as well. This also accounts for signage and education material that will be given to the retailers. Councilmember Baker asked if there are any other cities of a similar size adopting this license and what amount are they paying. Ms. Rodenhauser stated Hilliard is adopting this license and their fee is also $500. She stated that the fee is $500 for all licenses in cities they are working with.

Councilmember Strickland asked how they plan to contact businesses about the adoption of this license if it is passed. Ms. Rodenhauser stated that they use the auditors system, so all of the businesses would be contacted ahead of time through the mail to let them know about the license and giving them the application to fill out and

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return to Franklin County Public Health as well as education about the program, this would all be done well ahead of time to the program beginning. She gave an example stating that in Hilliard they have already passed the Ordinance for this license and in order for Franklin County Public Health to be the licensor, they must have a scope of work and sign a contract which is done ahead of time. They give the businesses a reasonable amount of time to apply and be in compliance with the regulations.

Councilmember Lawson-Rowe asked how the compliance checks would be handled. Ms. Rodenhauser stated that there are two different types of compliance checks. The first type of compliance check would be at least twice annually which would be looking at the signage to ensure it is posted appropriately. The other type of compliance check would be at least two underage buys to ensure they are checking IDs. She explained that there is also a pre-compliance check where they bring the license in person, go over some of the education materials, and deciding where signs should be and how they are posted.

Councilmember Cotner asked what kind of feedback they have received from Hilliard. Ms. Rodenhauser stated that they have not received any negative feedback so far but they also have not started yet, they have only just passed the Ordinance around September or October. Attorney Shook also stated that Hilliard's City Attorney also stated that she has not received any negative feedback. Councilmember Cotner also asked if Franklin County Public Health provides a yearend report about the compliance checks. Ms. Rodenhauser stated that that is something they can do. Attorney Shook stated that it is currently in the Ordinance that there will be yearly reports. Councilmember Cotner stated he only asks this so that they can ensure this new license is actually worth it for the City.

Councilmember Baker asked how many retailers are in Hilliard. Ms. Rodenhauser stated she is not sure off the top of her head but is willing to follow up with that information after the meeting.

Councilmember Bryant stated that this item will be returning to committee for further discussion in January.

RESULT:	**REFERRED TO COMMITTEE**	**Next: 1/9/2023 6:30 PM**

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There is no Public Service & Transportation Committee meeting.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 12, 2022

Members in attendance are: Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati, and President Jenkins.

An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2023, Waive Competitive Bidding, and Declaring an Emergency

Director Boller stated that she now has a quote for the cyber insurance and that it is actually about $200 less than what they paid the previous year. She explained that the same restrictions are going to be on the policy, the ransomware is going to be limited to $500,000. She stated that to get that number up there are two issues they must fix but that should be completed within sixty days. She explained that they want the ransomware amount to be higher because that is the biggest threat they face. The overall cost is $33,924 for the year for cyber coverage.

Councilmember Salvati moved to amend this Ordinance to add the cost of cyber insurance. Second by Councilmember Bryant.

Councilmember Salvati moved to forward this Ordinance as amended to Council for a third read and emergency approval. Second by Councilmember Strickland. Motion carried.

Consent Agenda for Emergency Adoption

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

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151-2022

AN ORDINANCE TO AMEND CHAPTER 971 MUNICIPAL PARKS, SECTION 971.03 PARK HOURS IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

152-2022

AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

153-2022

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

154-2022

AN ORDINANCE TO AMEND CHAPTER 949 WATER REGULATIONS, SECTION 949.07 WATER METER SERVICE FEE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

155-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH WILLIS TOWER WATSON, AND RELATED COMPANIES FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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156-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

157-2022

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for First Reading

RESULT:	**REFERRED TO COUNCIL**

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

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Consent Agenda for Third Reading

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

158-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES --- Baker. Development, Parks and Recreation Committee.

159-2022

AN ORDINANCE AUTHORIZING THE 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 --- Strickland. Public Service and Transportation Committee.

160-2022

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Strickland stated that she is really excited to introduce the first annual Dr. Martin Luther King, Jr. memorial breakfast at Reynoldsburg United Methodist Church to honor and celebrate the life and legacy of Dr. Martin Luther King Jr. This event will be held on January 14, 2023 and will begin at 8:30am.

Councilmember Baker wanted to thank police officers, nurses, doctors, teachers, and all those who have worked throughout the pandemic.

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Executive Session

Pursuant to ORC Section 121.22 (G)(3) "to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action."

Councilmember Bryant moved to go into Executive Session "to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action." Second by Councilmember Pyakurel.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes; Lawson-Rowe - yes; Cotner - yes; Jenkins - yes. Motion carried 8 - 0.

President Jenkins invited Mayor Begeny, Attorney Shook, Auditor Cicak, and Clerk Prasher.

President Jenkins invited Mayor Begeny, Attorney Shook, Auditor Cicak, and Clerk Prasher to attend the Executive Session.

Councilmember Bryant moved to leave Executive Session. Second by Councilmember Baker.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes; Lawson-Rowe - yes; Cotner - yes; Jenkins - yes. Motion carried 8 - 0.

Upcoming Meetings

December 19, 2022 Special City Council
December 23, 2022 City Offices Closed
December 26, 2022 City Offices Closed
December 30, 2022 City Office Closed
January 2, 2023 City Office Closed
January 5, 2023 Planning & Zoning Board
January 9, 2023 City Council & Organizational
January 16, 2023 Martin Luther King, Jr. Day City Offices Closed
January 19, 2023 Planning & Zoning Board
January 23, 2023 City Council

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Adjournment

Leanora Jenkins
Leanora Jenkins, President of Council

Mollie Prasher
Mollie Prasher, Clerk of Council

City Auditor's Office
Joni Crawford
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6862 phone

Departmental Report

DATE:	**December 19, 2022**
TO:	**City Council**
CC:	
RE:	Financial Report Data Comparison Report October 2022

CITY OF REYNOLDSBURG
FINANCIAL DATA COMPARISON-OCTOBER 2022

FUND BALANCE	October, 2022 unencumbered Balance	October, 2021 unencumbered Balance	Balance Increase (Decrease)	Percent Change
110 - General Fund	$18,828,101.22	$13,221,783.16	$5,606,318.06	42.40%
310 - General Debt Retirement Fund	$4,042,076.75	$2,858,920.97	$1,183,155.78	41.38%
410 - Capital Improvements Fund	$2,000,278.26	$2,647,706.25	($647,427.99)	-24.45%

MTD REVENUE	October, 2022 MTD REVENUE	October, 2021 MTD REVENUE	Increase (Decrease)	
110 - General Fund	$ 1,995,886.89	$ 2,795,360.20	($799,473.31)	-28.60%
310 - General Debt Retirement Fund	$ 245,187.68	$ 382,538.54	($137,350.86)	-35.91%
410 - Capital Improvements Fund	$ 287,581.16	$ 1,332,094.20	($1,044,513.04)	-78.41%

YTD REVENUE	October, 2022 YTD REVENUE	October, 2021 YTD REVENUE	Increase (Decrease)	
110 - General Fund	$ 23,502,269.17	$ 22,393,222.29	$1,109,046.88	4.95%
310 - General Debt Retirement Fund	$ 3,373,377.67	$ 3,298,633.51	$74,744.16	2.27%
410 - Capital Improvements Fund	$ 5,530,647.57	$ 8,568,536.66 *	($3,037,889.09)	-35.45%

MTD EXPENDITURES	October, 2022 MTD EXPENDITURES	October, 2021 MTD EXPENDITURES	Increase (Decrease)	
110 - General Fund	$ 1,628,867.58	$ 2,420,356.56	($791,488.98)	-32.70%
310 - General Debt Retirement Fund	$ -	$ -	$0.00	
410 - Capital Improvements Fund	$ 118,115.97	$ 2,057,597.16	($1,939,481.19)	-94.26%

YTD EXPENDITURES	October, 2022 YTD EXPENDITURES	October, 2021 YTD EXPENDITURES	Increase (Decrease)	
110 - General Fund	$ 18,083,278.61	$ 21,474,390.58	($3,391,111.97)	-15.79%
310 - General Debt Retirement Fund	$ 646,067.33	$ 669,656.39	($23,589.06)	-3.52%
410 - Capital Improvements Fund	$ 2,832,627.06	$ 6,267,336.27	($3,434,709.21)	-54.80%

* includes $3,820,000 for transfer from General Fund to CIP

ENCUMBRANCES	OCTOBER, 2022 OUTSTANDING ENCUMBRANCES	SEPTEMBER, 2022 OUTSTANDING ENCUMBRANCES		
110 - General Fund	$ 2,735,037.76	$ 3,013,628.85	($278,591.09)	-9.24%
310 - General Debt Retirement Fund	$ 2,239,290.00	$ 2,239,290.00	$0.00	0.00%
410 - Capital Improvements Fund	$ 9,525,795.50	$ 9,110,884.12	$414,911.38	4.55%

Unencumbered General Fund Balance percent to 2022 Budget

General Fund Uncencumbered Balance	18,828,101.22
General Fund 2022 budget	25,580,605.00
Percent of Fund balance/budget	74%

C:\Users\SCicak\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\BQROGDML\comparison (00E).xlsx12/12/2022

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

ORDINANCE REQUEST

DATE:	**December 19, 2022**
TO:	**Development, Parks and Recreation Committee**
RE:	**Eastwood Development TIF**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, Eastwood Development Partners LLC (“Developer”) has acquired certain real property which is located within the jurisdiction of the City of Reynoldsburg (“City”), consisting of 58+/- acres (the “Property”), a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

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WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, this Council has previously determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer by Ord. No. 98-2021; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel

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comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to and in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

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SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely

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for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V. This Council hereby approves the Tax Increment Financing and Cooperative Agreement among the City, the Developer and the Columbus-Franklin County Finance Authority (the "Cooperative Agreement") and authorizes the City to execute, deliver, and perform the Cooperative Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement, substantially in the form now on file with this Council, with such modifications to the form of the Cooperative Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the Cooperative Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments. The Service Payments, and any minimum service payments, received by the City shall be deposited into the Tax Increment Fund, and are hereby appropriated for payment pursuant to the terms of the Cooperative Agreement.

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SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

SECTION IX. This ordinance shall be deemed an emergency ordinance and shall take effect and be in force at the earliest date permitted by law.

ORDINANCE NO.

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres (the "Property"), a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, this Council has previously determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer by Ord. No. 98-2021; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer

("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

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SECTION V. This Council hereby approves the Tax Increment Financing and Cooperative Agreement among the City, the Developer and the Columbus-Franklin County Finance Authority (the "Cooperative Agreement") and authorizes the City to execute, deliver, and perform the Cooperative Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement, substantially in the form now on file with this Council, with such modifications to the form of the Cooperative Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the Cooperative Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments. The Service Payments, and any minimum service payments, received by the City shall be deposited into the Tax Increment Fund, and are hereby appropriated for payment pursuant to the terms of the Cooperative Agreement.

SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

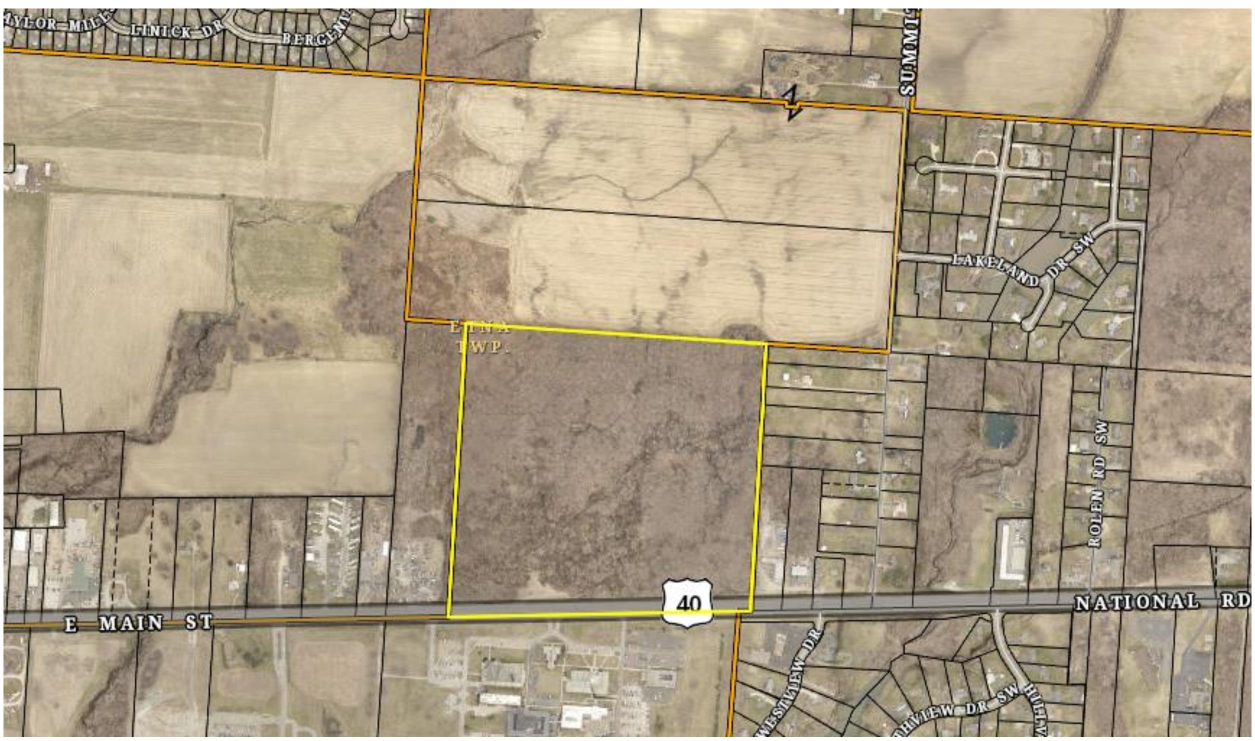
SECTION IX. This ordinance shall be deemed an emergency ordinance and shall take effect and be in force at the earliest date permitted by law.

EXHIBIT B

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
Little Jordan Run St., Reynoldsburg, OH 43068	107-017466-00.005
	107-017466-00.004
Eastwood Dr.	107-017466-00.002
	107-017466-00.001
	107-017466-00.003



DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

DRAFT: 12/05/22

TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT

by and among

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY

and

CITY OF REYNOLDSBURG, OHIO

and

EASTWOOD DEVELOPMENT PARTNERS LLC

Dated as of

__________ 1, 2023

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TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT

THIS TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of __________ 1, 2023, by and among the COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY (the "Issuer"), a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, the CITY OF REYNOLDSBURG, OHIO, a municipal corporation duly organized and validly existing under the laws of the State of Ohio and its Charter (the "City"), and EASTWOOD DEVELOPMENT PARTNERS LLC, an Ohio limited liability company (the "Developer") under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

RECITALS:

WHEREAS, City Council, by its Ordinance No. ___-202__, passed on ____________, 202__ (the "TIF Ordinance"), declared that 75% of the increase in true value of the property subject to the TIF Ordinance and generally known as the Eastwood Development TIF (the "Eastwood Development TIF") to be a public purpose, exempted such increase in true value from real property taxation for a period of ten (10) years commencing with the first year that begins after the effective date of the TIF Ordinance and in which an improvement first appears on the tax list and duplicate of real and public utility property, and required the owners of such property to make service payments to the Licking County Treasurer; and

WHEREAS, certain affiliates of the Developer have acquired or will acquire certain real property identified as Licking County Auditor Tax Parcel Nos. 107-017466-00.000, 107-017466-00.001, 107-017466-00.002, 107-017466-00.003, 107-017466-00.004, and 107-017466-00.005 (collectively, the "Site"), on which there is to be constructed a multi-family residential community with additional sites available for commercial development within which an estimated 423 multi-family units are to be constructed (the "Private Project") on approximately 58 acres in the City that are subject to the TIF Ordinance and that will create jobs in the City; and

WHEREAS, to enable the construction of the Private Project at an expected cost of at least $________ million, certain public infrastructure improvements must be constructed to support the Private Project and additional development in the area, which public infrastructure improvements may include, but are not limited to, those set forth in Exhibit A hereto, as such are more specifically described in the Plans and Specifications (the "Project"); and

WHEREAS, the Developer and the City, pursuant to Ordinance No. 98-2021, passed on July 26, 2021 (the "Prior TIF Ordinance"), entered into a tax increment financing agreement dated ____________, 202_ (the "Prior TIF Agreement") in order for the service payments generated from the Site received by the City in lieu of real property taxes pursuant to the TIF Ordinance (the "TIF Revenue") to be used to reimburse the Developer for the costs of the Project; and

WHEREAS, pursuant to the terms of the Prior TIF Agreement, the Developer has now requested that the Issuer issue bonds (the "Bonds") in order to finance the costs of the Project, and the proceeds of the Bonds will assist the Developer or its affiliates to invest in the Private Project; and

WHEREAS, the Issuer has agreed to provide the requested financing for the Project by issuing Bonds, provided that the City and the Developer enter into this Agreement with the Issuer in order that the TIF Revenue shall first be used annually to pay debt charges on, fund debt charge reserves for, and pay costs incurred in connection with the Bonds as well as reimbursing and refunding minimum service payments, and

WHEREAS, any annual surplus TIF Revenue shall then continue to be disbursed pursuant to the terms of the Prior TIF Agreement or thereafter for City uses under the TIF Ordinance; and

WHEREAS, the Issuer confirms its findings and determinations that upon execution and delivery of this Agreement by the Parties that: (a) the Project is a "project" and a "port authority facility" within the meaning of those terms as defined in Section 4582.21, Ohio Revised Code; (b) the design, construction, and operation of the Project is consistent with the purpose of Sections 13 and 16 of Article VIII, Ohio Constitution, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City and the State of Ohio; and (c) the Project is consistent with the purposes of Section 4582.21(B)(1), Ohio Revised Code, to enhance, foster, aid, provide, or promote economic development and housing opportunities within the City of Reynoldsburg and Licking County; and

WHEREAS, the Parties desire to set forth their cooperative arrangements for the design, construction, and financing of the Project;

NOW, THEREFORE, in consideration of the premises, promises, and the mutual representations and agreements hereinafter contained, the Issuer, the City, and the Developer agree as follows (provided that any obligation of the Issuer hereunder is not a general debt of that Issuer and does not give rise to any pecuniary liability of the Issuer but is payable solely from proceeds received from the sale of the Bonds (with respect to Project Costs) or Service Payments (with respect to items (i)-(vi) of the definition of Permitted Costs) available to the Issuer, and any obligation of the City hereunder to pay the Service Payments to the Issuer is not a general debt of the City and does not give rise to any pecuniary liability of the City but is payable solely from the Service Payments received by the City):

(END OF RECITALS)

ARTICLE I
DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. In addition to the terms defined in the recitals, the following terms shall have the meanings as used herein:

"Agreement" means this Agreement, as amended and supplemented from time to time.

"Available Funds" means amounts on deposit in the Project Fund held by the Trustee pursuant to the Trust Agreement representing proceeds of the Bonds and the deposits made in connection therewith.

"Basic Indenture" means the means the Amended and Restated Trust Indenture between the Issuer and the Trustee, dated as of December 1, 2007, as amended and supplemented.

"Bond Expenses" means all reasonable out-of-pocket expenses of the Issuer in connection with their obligations under the Bonds of the type normally incurred by bond issuers, including fees and expenses of bond trustees, fees and expenses of any bond registrar, paying agent, disbursing agent, authenticating agent, continuing disclosure agent, calculation agent, or TIF administrator, and professional fees such as accounting and legal expenses in connection with any rebate calculations or obligations for tax-exempt Bonds. Bond Expenses also include ongoing annual Issuer fees to the extent based on the amount of their respective outstanding Bonds and any amounts advanced from the Issuer's reserves or other funds of the Issuer for the payment of debt charges on the Bonds.

"Bonds" means Issuer's Development Revenue Bonds (Central Ohio Regional Bond Fund), Series 2023A (Eastwood Development TIF Project) issued to pay a portion of the Project Costs, together with any bonds issued by Issuer to refund those bonds or any such refunding bonds. The annual debt charges on any refunding Bonds shall in each year be less than the annual debt charges of the Bonds refunded, unless otherwise approved by the Developer and the Mayor.

"Calculation Agent" means initially DiPerna and Company, LLC, or a replacement Calculation Agent approved by the City and the Issuer.

"Declaration" means, collectively, the Declarations of Covenants and Imposition of Continuing Priority Lien recorded against the Private Project and the Site (as defined in this Section 1.2) in connection with the issuance of the Bonds to ensure sufficient revenue to pay debt charges on the Bonds and Bond Expenses.

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

"Event of Default" has the meaning designated in Section 6.1.

"Excess Service Payments" means the Service Payments held by the Trustee in the aggregate which are available to be transferred on each December 15 after payment or provision for payment of all amounts due under the Trust Indenture for the next interest payment date as determined by the Calculation Agent, and to be returned (i) in the case of Excess Service Payments consisting of Statutory Service Payments, to the City for deposit in the TIF Fund, or (ii) in the case of Excess Service Payments consisting of Minimum PILOTs, to the respective owner of the Site that previously paid such excess Minimum PILOTs.

"Hazardous Materials" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), RCRA, or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Issuance Costs" mean all fees and expenses of the Issuer and the City incurred in connection with the original issuance of the Bonds, including, without limitation, direct out-of-pocket costs of the Issuer, fees and expenses of the underwriter or placement agent, Trustee fees and expenses, financial advisory fees, costs of analyses of the Service Payments securing the Bonds, appraisals, attorneys' fees and expenses, rating agency fees and expenses, printing costs for offering documents for the Bonds and other usual and customary expenses incurred in connection with the issuance of municipal bonds.

"Issuer" means the Columbus-Franklin County Finance Authority.

"Issuer Act" means Ohio Revised Code Sections 4582.21 *et seq.*, as enacted and amended from time to time.

"Mayor" means the Mayor of the City.

"Minimum PILOTs" mean the Minimum PILOTs payable by the owners of the Site pursuant to the Declaration.

"Parties" means, collectively, the Issuer, the City, and the Developer.

"Party" means any one of the Issuer, the City, or the Developer.

"Payment Date" means each May 31 and November 30.

"Permitted Costs" mean the following uses of Service Payments: (i) debt charges on the Bonds, including optional or mandatory redemption of all or a portion of the Bonds prior to their scheduled redemption date as provided in the Bond proceedings; (ii) required rebate payments to the U.S. Treasury; (iii) funding necessary to replenish the debt charge reserves for the Bonds (or reimburse payments made by the Issuer to avoid draws on debt charge reserves); (iv) Bond Expenses; (v) reimbursements and refunds of the Minimum PILOTs (without interest thereon), to the Developer, its respective successors and assigns, or any other subsequent property owner as defined in and pursuant to Ohio Revised Code Section 5709.91 and to the Declaration, with (a) reimbursements of Minimum PILOTs made as Statutory Service Payments become available for such reimbursements of Minimum PILOTs (as identified in the Calculation Agent reports), and (b) refunds of Minimum PILOTs made only if the Trustee, Issuer, and/or City receive Minimum PILOTs for a parcel included in the Site for a period of time in an amount that does not reflect a credit for the amount of the Statutory Service Payments received with respect to that parcel included in the Site for the same period of time and only in an amount up to the value of such Statutory Service Payments received less any penalties or interest paid for late payment of the Statutory Service Payments, which shall never be included in the calculation of any such credit or refund based thereon, all in accordance with the Declaration, and provided that there are no overdue Service Payments or other payments due hereunder from the applicable property owner; and (vi) such other uses as authorized by the TIF Ordinance and approved in writing by the Developer and the Mayor, who may deny approval for such other uses for any reason or no reason at all.

"Plans and Specifications" means the detailed final working drawings and specifications and addenda thereto for the construction of the Project or portions thereof, as applicable, as amended by any change orders, as those documents have been or will be prepared by the Developer and approved by the City pursuant to its normal practices and procedures.

"Prior TIF Agreement" means the Tax Increment Financing Agreement dated as of _____________, 202_, by and between the City and the Developer, as the same may be amended.

"Prior TIF Ordinance" means City Ordinance No. 98-2021, as enacted by City Council on July 26, 2021.

"Project" means the acquisition, development, design, finance, and construction of a public improvement as generally set forth in Exhibit A hereto and as more specifically described in the Plans and Specifications.

"Project Costs" means only those costs reasonably necessary to accomplish the Project as agreed upon in the Prior TIF Agreement, including the categories of costs shown on the Project budget attached as Exhibit A. The amount of Project Costs for the Project (exclusive of Bond Expenses, capitalized interest, debt service reserve deposits and Issuance Costs) funded by Bond proceeds shall not exceed $_________ without the written approval of the Developer and the Mayor.

"Project Fund" has the meaning given to it in Section 5.01 of the Basic Indenture.

"Service Payments" mean, collectively, the Statutory Service Payments and the Minimum PILOTs.

"Site" means certain real property identified as Licking County Auditor Tax Parcel ID Numbers 107-017466-00.000, 107-017466-00.001, 107-017466-00.002, 107-017466-00.003, 107-017466-00.004, and 107-017466-00.005, owned by the Developer and affiliates of the Developer.

"Statutory Service Payments" means service payments in lieu of taxes generated from the Site due to the City as required by the TIF Ordinance during the original 10-year term, including any penalties and interest at the then current rates for real-property taxes and any "property tax rollback payments" made with respect to service payments in lieu of taxes (i.e., those rollback payments that are paid to the City with respect to an improvement exempted from taxation by the TIF Ordinance). Statutory Service Payments do not include any amounts of payments in lieu of taxes due pursuant to, and as defined in, the TIF Ordinance which are properly payable to any school districts.

"Supplemental Indenture" means the Fifty-First Supplemental Indenture between the Issuer and the Trustee, dated as of ______ 1, 2023.

"TIF Act" means Ohio Revised Code Sections 5709.40, 5709.42, 5709.43, and 5709.91.

"TIF Fund" means the Eastwood Development Tax Increment Equivalent Fund, as established in the TIF Ordinance and created pursuant to provisions of the TIF Act.

"TIF Ordinance" means City Ordinance No. __-___, as enacted by City Council on ________, ____, creating the Eastwood Development TIF, authorizing the execution and delivery of this Agreement and appropriating the Service Payments for payment pursuant to this Agreement.

"Trust Agreement" means the Basic Indenture together with the Supplemental Indenture.

"Trustee" means The Huntington National Bank, or such other successor trustee appointed pursuant to the terms of the trust agreement for the Bonds.

Section 1.3. Interpretation. Any reference herein to a Party or public body or to any member or officer of either includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State of Ohio, or the TIF Act, the Issuer Act, or to any other section, provision, or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America or the City of Reynoldsburg Charter or its City Code, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the City, or the Developer under this Agreement.

This Agreement shall not be construed more strictly against a party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being understood and agreed that the Parties have equally negotiated the provisions hereof and contributed substantially and materially to the preparation of this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

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

(END OF ARTICLE I)

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the City. The City represents to the other Parties as follows:

(a) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(b) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with this Agreement has resulted or to its knowledge will result in any violation of, or a conflict with, or a default under, any judgment, decree, order, or material contract or agreement by which it is bound or any legal requirement applicable to it.

(d) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individuals signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(e) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

(f) The Prior TIF Ordinance and the TIF Ordinance have been duly adopted by City Council, have not been amended or repealed, and are in full force and effect.

Section 2.2. Representations by the Issuer. The Issuer represents to the other Parties as follows:

(a) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(b) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, or material contract or agreement by which it is bound or any legal requirement applicable to it.

(d) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individual signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(e) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

Section 2.3. Representations by the Developer. The Developer represents to each of the other Parties as follows:

(a) It is a limited liability company duly organized and validly existing under the laws of the State of Ohio and has the power and authority to enter into and perform this Agreement.

(b) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(c) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(d) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, material contract or agreement by which it is bound or any legal requirement applicable to it.

(e) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individual signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(f) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

(END OF ARTICLE II)

ARTICLE III
COOPERATIVE ARRANGEMENTS; ISSUANCE OF THE BONDS; CONSTRUCTION OF THE PROJECT

Section 3.1. Cooperative Arrangements. The Developer has heretofore requested the assistance of the Issuer in the financing of the Project. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement among the Parties, the City and the Issuer have determined to cooperate with each other in the financing of the Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Parties, to cooperate in the construction and financing of the Project pursuant to the TIF Act and the Issuer Act, and the agreements contained herein are intended to, and shall be construed as, agreements to further effect cooperative action and safeguard the respective interests of the Parties.

To the extent necessary, desirable, or appropriate to implement the intent of this Agreement, and in accordance with the Issuer Act, the Issuer undertakes to, and is authorized by the City to, exercise any power, perform any function, and render any service, on behalf of the City to design and construct the Project and finance the Project Costs from Bonds payable from Service Payments and the collection of the Service Payments, together with all powers necessary or incidental thereto, to the fullest extent that the City is authorized to exercise, perform, or render such power, function or service. Each power exercised, function performed, or service rendered by the Issuer hereunder, to the extent necessary to the implementation of this Agreement and the design and construction of the Project and financing of Project Costs in the manner set forth herein, and the collection and enforcement of Service Payments, is undertaken by the Issuer pursuant to Ohio Revised Code Sections 4582.25, 4582.31, 4582.43, and 4582.431.

Based upon the foregoing, and upon and subject to the terms and conditions of this Agreement, the Issuer will finance a portion of the Project Costs by issuing the Bonds and assigning the Service Payments to the Trustee as security therefor. Proceeds of the Bonds will fully fund at closing the debt charge reserve for the Bonds, which shall be no more than ten (10) percent of the outstanding principal amount of the Bonds. The City approves of the issuance of the Bonds to the extent required by Ohio Revised Code Section 9.94. The Parties hereto agree that the Bonds will have a 10-year optional call provision to permit redemption or refunding of the Bonds using any funds available and bear interest at a rate not to exceed six percent (6.00%) per year. In consideration of that undertaking by the Issuer, on or before each Payment Date each year so long as any Permitted Costs are outstanding, the City will transfer to the Trustee, on behalf of the Issuer, the Service Payments in the possession of the City as of 15 days prior to each Payment Date. The City has no obligation to transfer to the Trustee any funds or revenues from any other source other than the moneys received by the City from the collection of the Service Payments. Service Payments paid to the Trustee may only be used for Permitted Costs.

The Issuer, on behalf of the City, will use its best efforts to deliver, or cause to be delivered, to each owner of the Site a bill for each installment of the Minimum PILOTs, and the Parties acknowledge and agree that owners of the Site shall pay the Minimum PILOTs directly to the Trustee. The Issuer shall be solely responsible for the calculation and collection of Minimum PILOTs in accordance with the terms of the Declaration and Section 4.2 of this Agreement; provided, however, that the City agrees to reasonably cooperate with all such calculation and collection efforts. All Excess Service Payments consisting of Minimum PILOTs shall be transferred by the Trustee to the respective owner of the Site that previously paid such excess Minimum PILOTs, pursuant to Section 8 of the Supplemental Indenture.

Section 3.2. Payment of Project Costs; Project Completion.

(a) Available Funds shall be applied to pay Project Costs permitted to be paid or reimbursed therefrom as provided in this Agreement. All requests for disbursement of Available Funds shall be made in writing submitted pursuant to this Agreement in the form attached hereto as Exhibit B, which requests may be made from time to time but not more frequently than once per month, and which requests shall be made at least ten (10) days prior to the requested disbursement date. The Developer shall not have any right to request disbursement from the Project Fund unless there is full compliance with all disbursement requirements under this Agreement, unless waived in writing by the Issuer. No disbursements shall be requested by the Developer while an Event of Default is continuing under this Agreement, unless otherwise agreed by the Issuer. The Issuer shall not instruct the Trustee to make any requested disbursement unless and until the disbursement is approved by the City. The Issuer does not assume, and is hereby expressly released and discharged by the Developer from, any and all liability or responsibility whatsoever that might or could arise out of the approval of disbursements from the Project Fund or as to the method, manner, or application of such disbursements, or as to any liens whatsoever that might attach to or be filed against the Project or the Site other than as relate to the willful misconduct by the Issuer under this Agreement.

(b) Upon completion of the Project, the Developer shall provide a certificate to the Issuer (the "Completion Certificate") in the form attached hereto as Exhibit C. Upon receipt of the Completion Certificate, the Issuer shall use any amounts remaining in the Project Fund to redeem Bonds, less any amounts set forth on the Completion Certificate that are held as retainage or subject to dispute and are indicated as such on the Completion Certificate.

Section 3.3. Undertaking the Project. The City, the Issuer, and the Developer agree to undertake the Project with all reasonable dispatch and in accordance with the following:

(a) City Approvals. The City will, pursuant to its normal practices and procedures, use best efforts to provide all approvals and permits necessary for the construction of the Project. The Parties acknowledge and agree that such approvals may be made at different times for separate portions of the Project.

(b) Construction of the Project and Deadlines. The Developer will be responsible for, and will construct or cause the construction of, the Project prior to ___________, 20__ in accordance in all material respects with the Plans and Specifications as approved by the City from time to time, all applicable laws and regulations, this Agreement, and the Prior TIF Agreement.

(c) Prevailing Wages, Wage Theft, and Other Requirements. The City, the Issuer, and the Developer acknowledge and agree that the construction contracts for the Project will be made in the manner, and on the terms and conditions, as required by law, and that the payment of prevailing wages pursuant to Chapter 4115 of the Ohio Revised Code shall be required for all elements of the Project. The Developer shall be responsible for compliance with these requirements for the Project; the Developer will be required to submit the appropriate documentation certifying prevailing wage to a prevailing wage coordinator for all elements of the Project. Upon completion of the Project, the prevailing wage coordinator will provide a copy of the certification to the City that prevailing wage rates were paid. If it is determined that prevailing wage rates were not paid by the Developer or any subcontractor with respect to the Project, it will be required that the Developer remedy all issues in order for the Developer to be eligible for (i) disbursements for Project Costs, (ii) refunds or reimbursements of Minimum PILOTS, or (iii) reimbursement of costs under the Prior TIF Agreement.

(d) Sales and Use Tax Exemption. The City will provide, if legally appropriate, any necessary certificates to the Developer in order to exempt building and construction materials to be incorporated into the Project from sales and use taxes. The Developer will use good faith efforts to maximize the exemption of sales taxes for the Project.

Section 3.4. Dedication. The Developer shall take all necessary action to dedicate, covenant, or provide public easements for the Project to the City and record those instruments in the county property records, as applicable, upon completion of the Project or at such other times as the City requires. The City shall accept such dedication pursuant to the applicable requirements of the Reynoldsburg City Codes and the Prior TIF Agreement.

Section 3.5. Revisions to Plans and Specifications. The Developer may revise the Plans and Specifications for the Project from time to time, provided that the Developer shall not make any revision that would (i) result in a change to the Plans and Specifications that requires the approval of the City without the written approval of the City or (ii) change the Project in a manner that results in the Project being an improvement that does not qualify for financing or construction under the Issuer Act, TIF Act, or Prior TIF Ordinance or TIF Ordinance.

Section 3.6. Qualification for TIF Exemption. The Parties agree that establishing and maintaining the exemptions granted by the TIF Ordinance are critical to the security and payment of the Bonds. The Parties will cooperate in the preparation, execution, and filing of all necessary applications and supporting documents to obtain from time to time the exemptions granted by the TIF Ordinance; provided, however, such execution and filing shall be performed in a manner that will ensure that the exemptions granted by the TIF Ordinance will be subordinate to any exemptions granted pursuant to Ohio Revised Code Sections 3735.65 et seq., 5709.08, and 5709.61 et seq. The City shall file any such applications at the request of either Issuer or the Developer. In the event that the City and Developer agree that the City shall prepare and file any such applications, the Developer as the property owner will be responsible for notifying the City when any such applications must be filed. In the event that the Developer files any such applications, the Developer shall provide the City and the Issuer a copy of the application upon completion and a copy of the state's final determination within 30 days of Developer's receipt thereof.

Section 3.7. TIRC and ODOD Reporting. The Developer agrees to cooperate with and provide the City with such information available to the Developer and requested by the Department of Development in order to complete its annual Tax Incentive Review Council (TIRC) and Ohio Department of Development (ODOD) status reports as required under Ohio Revised Code Sections 5709.85 and 5709.40(I) including but not limited to, for the Private Project, estimates of the quantitative summary of employment and private investment. The Developer shall provide information responsive to any such request within thirty (30) days.

(END OF ARTICLE III)

ARTICLE IV
SERVICE PAYMENTS

Section 4.1. TIF Fund; Assignment of Service Payments.

(a) The City has established and will maintain the TIF Fund pursuant to the TIF Ordinance and the TIF Act on the books and records of the City. The City will deposit into the TIF Fund all Service Payments received by it.

(b) To the full extent permitted by law, the City absolutely and irrevocably assigns to the Issuer all of its right, title, and interest in and to the Service Payments received by the City and due and payable under the terms of this Agreement, agrees to pay and transfer the same to the Issuer, or the Trustee on their behalf as provided herein, and, to the extent permitted by law, grants to the Issuer a security interest in the TIF Fund to the extent of the Service Payments due and payable under the terms of this Agreement and acknowledges that, pursuant to the trust agreement securing the Bonds, the Issuer will assign to the Trustee all right, title, and interest of the Issuer in and to the Service Payments and certain rights in this Agreement; provided, however, that the Issuer's security interest in the TIF Fund applies only to the extent of the Service Payments due and payable under the terms of this Agreement. All Excess Service Payments consisting of Statutory Service Payments shall, upon transfer thereof by the Trustee to the City pursuant to Section 8 of the Supplemental Indenture, become property of the City to use for public infrastructure improvements in accordance with the Prior TIF Agreement or thereafter under the TIF Ordinance at the City's discretion and that the Issuer's security interest in the TIF Fund ceases upon full repayment of all Permitted Costs. The City authorizes the Issuer and the Trustee to file any uniform commercial code financing statements necessary to perfect and maintain the perfection of that security interest. The Issuer and the Developer each acknowledges that it has no right, title, or interest in or to any portion of the TIF Fund that is not Service Payments due and payable under the terms of this Agreement, or to any Service Payments once all Permitted Costs are paid in full, except as may be provided in the Prior TIF Agreement. The Issuer further acknowledges that Minimum PILOTs, to the extent required, shall be paid directly to the Trustee.

(c) So long as this Agreement remains in full force and effect, the City agrees that it will not transfer, encumber, spend, use, commit, or pledge the Service Payments in any way other than pursuant to this Agreement without the written consent of the Issuer and the Developer, subject to the Parties' agreement that all Excess Service Payments consisting of Statutory Service Payments shall become property of the City to use for public infrastructure improvements in accordance with the Prior TIF Agreement or thereafter under the TIF Ordinance, at the City's discretion. The City represents and warrants that it has not previously transferred, spent, used, committed, or pledged the Service Payments except in connection with the Prior TIF Agreement. The Parties agree that once all Permitted Costs are paid in full, the City's obligation to remit Service Payments to the Trustee on behalf of the Issuer ceases, and the Developer and Issuer have no further rights to any Service Payments, except for any rights of the Developer under the Prior TIF Agreement.

(d) So long as this Agreement remains in full force and effect, the City will not amend or repeal the Prior TIF Ordinance or the TIF Ordinance in any way that would reduce the amount of Service Payments deposited into the TIF Fund or affect the appropriation of the Service

Payments for payment pursuant to this Agreement without the written consent of the Issuer and the Developer, except as required by law.

(e) The City agrees, represents, and warrants that the Project constitutes a portion of the Public Infrastructure Improvements described in the TIF Ordinance and that the Project Costs are properly payable from Service Payments deposited in the TIF Fund.

(f) The Issuer agrees, represents, and covenants that the Service Payments remitted to that Issuer (or its Trustee) will only be used for Permitted Costs.

Section 4.2. Collection and Enforcement. The Issuer shall be solely responsible for all actions relating to or necessary for the calculation and collection of Minimum PILOTs; provided, however, the City agrees to reasonably cooperate with all such collection efforts, including by certifying to the County Auditor unpaid Minimum PILOTs. The City authorizes the Issuer (or the Trustee, on the respective Issuer's behalf) to proceed in the City's name and take any actions that the City may be authorized by law to take, to enforce the payment of the Service Payments and the collection and enforcement (including by foreclosure) thereof. The Issuer will use its best efforts to collect the Minimum PILOTs due under the Declaration.

Section 4.3. Appropriation by City. All of the Service Payments received or to be received by the City and paid to the Trustee on behalf of the Issuer hereunder have been appropriated pursuant to the TIF Ordinance to pay the City's obligations under this Agreement. Notwithstanding the foregoing, to the extent necessary, the City agrees to use its best efforts to cause City Council to appropriate those amounts to be received into the TIF Fund constituting Service Payments for payment to the Trustee.

Section 4.4. Obligations Unconditional. The obligation of the City to make the payments from the Service Payments described in this Agreement is absolute and unconditional, and the City shall make such payments without abatement, diminution, or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Issuer, the Developer, or the Trustee, or anyone acting by or on behalf of the Issuer, the Developer, the Trustee, or any other person, or damage to or destruction of the Project. All of the obligations of the City under this Article IV are established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City within the meaning of Ohio Revised Code Section 2731.01 and shall be enforceable by mandamus.

Section 4.5. Obligations Limited. Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are limited special obligations of the City payable solely from Service Payments actually received by the City. Those obligations are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Developer, the Issuer, the Trustee, nor any other person has any right to have taxes levied by the City for the payment of its obligations under this Agreement. Any payment of money deposited into the TIF Fund is subject to the expenditure restrictions and appropriation requirements of the Ohio Revised Code and the City's Charter.

The obligations of the Issuer under this Agreement are special obligations of the Issuer payable solely from Bond proceeds (with respect to Project Costs) and the Service Payments received from the City (and with respect to items (i)-(vi) of the definition of Permitted Costs). Those obligations are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit or taxing power of the Issuer, and neither the City, the Trustee, the Developer, nor any other person have any right to have taxes levied by the Issuer for the payment of its obligations under this Agreement.

(END OF ARTICLE IV)

ARTICLE V
ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Litigation Notice. Any Party must give the other Parties prompt notice of any action, suit, or proceeding brought or threatened by or against the disclosing Party at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the disclosing Party has notice, which, if adversely determined, would materially impair the ability of the disclosing Party to perform its obligations under this Agreement.

Section 5.2. Continuing Disclosure. The Developer agrees to provide the Issuer such information, at the request of such Issuer, as is sufficient to enable the Issuer to comply with any continuing disclosure obligations relating to the Bonds.

The City agrees to provide to the Issuer upon written request of the Issuer for inclusion in its continuing disclosure reports for the Bonds, a certification of the amount of Service Payments received by the City for deposit into the TIF Fund and the amount of Service Payments paid by the City to Issuer, or to the Trustee on behalf of the Issuer, during the period of time designated in the Issuer's request for certification. Further, the City will provide notice to the Issuer of any action or inaction by the City or City Council that would prevent the City from transferring the Service Payments to the Trustee on behalf of the Issuer pursuant to this Agreement within ten business days after taking such action or the City's discovery of such inaction.

Section 5.3. Indemnification by the Developer. Except to the extent that the City or the Issuer is found to be grossly negligent, to have engaged in willful misconduct, or engaged in criminal or unlawful activity, the Developer releases the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, from and agrees that the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, shall not be liable for and indemnifies the Issuer, the City, and the Trustee, and their respective officers, directors, and employees against, all liabilities, claims, damages, fines, penalties, losses, costs, and expenses, including reasonable out-of-pocket and incidental expenses and reasonable legal fees, imposed upon, incurred, or asserted against the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, and equipment, of the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments, whether pursuant to this Agreement, the Prior TIF Agreement, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement; (ii) any breach or default on the part of the Developer in the performance of any covenant, obligation, or agreement of the Developer under this Agreement or the Prior TIF Agreement, any contract for the construction of the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement, or arising from any act or failure to act by the Developer with respect to the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from the Service Payments; (iii) the authorization, issuance, sale, trading, redemption, or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds, by the Developer including, without limitation, any information furnished by the Developer for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer or the City, and any other information or certification obtained from the Developer to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds, if applicable; (iv) the Developer's failure to comply with any requirement of this Agreement or the Prior TIF Agreement or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement; (v) any failure of compliance by the Developer with the provisions of the Ohio Revised Code Chapter 4115, the TIF Act, or any other applicable provision of the Ohio Revised Code; (vi) any action taken or omitted to be taken by the Issuer, the City, or the Trustee pursuant to the terms of this Agreement, the Prior TIF Agreement, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement, or any action taken or omitted to be taken by the Issuer, the City, or the Trustee at the written request of or with the consent of the Developer; and (vii) any claim, action, or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above.

The Developer agrees to indemnify and hold the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, harmless from and against all liabilities, claims, damages, fines, penalties, losses, and all reasonable costs and expenses, including reasonable out-of-pocket and incidental expenses and reasonable attorneys' fees and expenses, arising out of any Environmental Laws, regulations, or ordinances, incurred by the Issuer, the City, or the Trustee as a result of the existence on, or release from, the Project or any public infrastructure improvement financed by the Service Payments or any work performed for the construction of the Project or any public infrastructure improvement financed by the Service Payments by the Developer or the Issuer or any of its agents, employees, independent contractors, invitees, licensees, successors, or assignees on any property adjacent to the Project or in the vicinity of the Project, of Hazardous Materials other than in accordance with applicable federal, state, and local law and regulation, provided, however, that with respect to any land subsequently dedicated to the City, the Developer and City agree that the foregoing indemnification by the Developer will apply only if the existence on, or release from, the parcels of any hazardous materials existed prior to or occurred during the acquisition, construction, installation, equipment, and improvement of any of the public infrastructure improvements, or occurred because of the intentional, willful, or negligent wrongful acts or omissions of Developer, its officers, employees, agents, subcontractors, independent contractors, invitees, or licensees.

The Developer further covenants and agrees for the benefit of the Issuer, the City, and the Trustee that neither the Developer, nor any of its agents, employees, independent contractors (other than the City), invitees, licensees, successors, assignees, or tenants will store, release, or dispose of, or permit the storage, release, or disposal of any Hazardous Materials at the Project or, during the period of the Developer's ownership and control thereof, any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments or any property adjacent thereto or in the vicinity thereof at any time other than in accordance with applicable federal, state, and local law and regulation. In the event that any party to this Agreement receives a notification or clean up requirement under 42 U.S.C. §9601 et seq. or other federal, state, or local statute, ordinance, or regulation, relating to the Project, that party shall promptly notify the other parties to this Agreement of such receipt, together with a written statement of such party setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of such party's knowledge. On receipt by the Developer of any such notification or clean up requirement, the Developer shall either proceed with appropriate diligence to comply with such notification or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Developer with respect to such notification or clean up requirement. The Developer agrees to indemnify and hold the Issuer, the City, and the Trustee and their respective officers, directors, and employees harmless from and against any and all liabilities, claims, damages, fines, penalties, losses, and all reasonable costs and expenses, including out-of-pocket and incidental expenses and attorneys' fees and expenses arising out of any violations of Environmental Laws, regulations, or ordinances, incurred by the Issuer, the City, and the Trustee and their respective officers, directors, and employees as a result of any breach of this covenant.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Issuer, the City, or the Trustee, or any officer, director, or employee of any such entity, in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Developer from any of its obligations under this Section 5.3 unless that failure materially prejudices the defense of the action or proceeding by the Developer and except that the Developer shall have no obligation to indemnify the City, the Issuer, or the Trustee as to any increase in cost that the Developer can reasonably show was due to the failure to promptly notify the Developer. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer in writing, or (ii) the Developer has failed to assume the defense and to employ counsel reasonably acceptable to each indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Developer or more than one indemnified party, and such indemnified party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Developer and other indemnified party, in which case, if the indemnified party notifies the Developer in writing that it elects to employ separate counsel at the Developer's expense, the Developer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Developer shall be responsible for payment of the reasonable fees and expenses of such separate counsel. The party seeking indemnity agrees to fully cooperate with the Developer to the extent such cooperation does not prejudice the position of such indemnified party and lend the Developer such assistance as the Developer shall reasonably request in defense of any claim, demand, action, or proceeding. Neither the Developer nor any indemnified party shall be liable for any settlement made without its consent.

Nothing in this Agreement is meant to release, extinguish, or otherwise alter or interfere with any rights which the Issuer, the City, or the Trustee and their respective officers, directors, and employees may now or hereafter have against the Developer, or any other person for any environmental liabilities as a result of the Developer's former, present or future ownership, occupancy or use of or interest in, any real property included in or in the vicinity of the Project.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, agents, and employees of the Issuer, the City, and the Trustee, respectively, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement for one year.

Section 5.4. No Adverse Effect on Exclusion from Gross Income of Interest on Bonds. Each of the City and the Developer represent that it has taken or caused to be taken, and covenants that it will take or cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer or any other Party, for the interest on the Bonds issued as obligations the interest on which is exempt from federal income taxation to be and remain excluded from gross income for federal income tax purposes, and represent that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, the regulations (whether proposed, temporary, or final) under that Code or the statutory predecessor of the Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures, and judicial determinations regarding any of the foregoing, all as, and to the extent applicable to, the Bonds.

Section 5.5. Bond Closing. The City and the Developer agree to provide any closing certificates and legal opinions that are reasonably requested by the Issuer in connection with closing the Bonds. The Issuer shall include reasonable out-of-pocket costs incurred by the City in providing any such legal opinion as part of the Issuance Costs and shall cause the Trustee for the respective Bonds to pay such amount to the City at Bond closing. Upon the closing of any refunding Bonds, the Developer, the applicable Issuer, or the legal counsel to the applicable Issuer shall promptly notify (which may be by electronic means such as email) the City of such closing(s) and shall promptly certify (which may be by electronic means such as email) the amounts that will be applied annually to the debt charges, the funding of any debt charge reserves, and the Bond Expenses associated with the refunding Bonds or any additional bonds, respectively. The Issuer shall also provide to the City any additional information concerning the Bonds that the City reasonably requests.

Section 5.6. Developer to Maintain Its Existence; Developer Consents. The Developer will do all things necessary to preserve and keep in full force and effect its existence, rights, and franchises so long as any of the Bonds remain outstanding. If the Developer does not preserve and keep in full force and effect its existence, or does not respond to requests to consent to or approve certain matters hereunder (including amendments hereto) within 30 days of delivery of a request for such consent or approval, the Developer shall be deemed to have approved the matter for which the consent or approval was requested.

(END OF ARTICLE V)

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default:

(a) The City shall fail to deposit any Service Payments it receives into the TIF Fund or pay in full to the Trustee, on behalf of the Issuer, any Service Payments in the TIF Fund due and payable under the terms of this Agreement on or prior to the Payment Date on which those payments are due and payable.

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

(b) Any Party: (i) admits in writing its inability to pay its debts generally as they become due; (ii) has an order for relief entered in any case commenced by it under the federal bankruptcy laws, as now or hereafter shall be in effect; (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or has such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) makes an assignment for the benefit of creditors; or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(c) Any representation or warranty made by a Party herein or any statement in any report, certificate, financial statement, or other instrument furnished in connection with this Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any material respect when made or given.

Notwithstanding the foregoing, if, by reason of Force Majeure, a Party is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) hereof, the Party will not be deemed in default during the continuance of such inability. However, the Party must promptly give notice to the Trustee and the other Parties of the existence of an event of Force Majeure and shall use its best efforts to mitigate the effects thereof; provided that the settlement of strikes or other industrial disturbances will be entirely within its discretion.

The term "Force Majeure" shall mean, without limitation, the following:

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Ohio, or otherwise, or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, provided that such action was not proximately caused by the conduct of the Party; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires;

hurricanes; tornados; outbreak of disease; pandemics; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any other cause, circumstance, or event not reasonably within the control of the Party.

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

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) Each Party or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement from the defaulting Party or to enforce the performance and observance of any other obligation or agreement of the defaulting Party under this Agreement.

(b) Each Party or the Trustee may have access to, inspect, examine, and make copies of the books, records, accounts, and financial data of the defaulting Party or the Trustee pertaining to the Project.

Any remedy pursued is subject to the limitations of Section 4.5. Any amounts collected as Service Payments and any other amounts collected pursuant to action taken under this Section must be deposited and applied in accordance with the provisions of the trust agreements for the Bonds.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to a Party or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any default impairs that right or power or may be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a Party or the Trustee to exercise any remedy reserved to it in this Article after an Event of Default shall have occurred, it is not necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. No Waiver. No failure by a Party or the Trustee to insist upon the strict performance by a Party constitutes a waiver of its right to strict performance and no express waiver will be deemed to apply to any other existing or subsequent right to remedy the failure by a Party to observe or comply with any provision hereof.

Section 6.5. Notice of Default. A Party must notify the other Parties and the Trustee immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition, or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(END OF ARTICLE VI)

ARTICLE VII
MISCELLANEOUS

Section 7.1. Subordination of Prior TIF Agreement. The Developer hereby consents to this Agreement and the issuance of the Bonds, and acknowledges and agrees that any claim it may have to the Service Payments under the Prior TIF Agreement are subordinated to the pledge of the Service Payments hereunder.

Section 7.2. Term of Agreement. This Agreement remains in full force and effect until the earlier of the date: (a) Bonds are no longer outstanding and all Permitted Costs due to the Issuer have been paid; or (b) all Service Payments have been collected. This Agreement shall not be terminated as a result of an Event of Default without the written approval of the Issuer.

Section 7.3. Notices. All notices, certificates, requests, directions, consents, or other communications hereunder (each, a "Notice") must be in writing and are deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or nationally recognized overnight delivery service and addressed to the appropriate Notice Address. A duplicate copy of each Notice must also be given to each other Party and the Trustee at the notice address provided by the Trustee in the trust agreements for the Bonds. A Party, by Notice given hereunder, may designate any further or different addresses to which subsequent Notices must be sent. If, because of the suspension of delivery of certified or registered mail and nationally recognized overnight delivery services or for any other reason, Notices are unable to be given by the required delivery methods, Notices may be given in a manner as in the judgment of the sending Party will most effectively approximate mailing or overnight delivery, and the giving of that Notice in that manner for all purposes of this Agreement will be deemed to be in compliance with the requirements of this Agreement. Except as otherwise provided herein, the mailing or sending of any Notice is deemed complete upon deposit of that Notice in the mail or with the overnight delivery service, and the giving of any Notice by any other means of delivery is deemed complete upon receipt of the Notice by the intended recipient.

"Notice Address" means:

(a) As to the Issuer:
Columbus-Franklin County Finance Authority
300 Spruce Street, Suite 220
Columbus, Ohio 43215
Attention: President

With copy to:
Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
Attention: Greg Daniels

(b) As to the City:
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068
Attention: Mayor

(c) As to the Developer: Eastwood Development Partners LLC
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, Ohio 43085
Attention: ____________

With copy to: Bricker & Eckler
100 South Third Street
Columbus, Ohio 43215
Attention: John Caleb Bell

Section 7.4. Extent of Obligations; No Personal Liability. All obligations of the Issuer and the City contained in this Agreement are effective to the extent authorized and permitted by applicable law. No obligation is an obligation of any present or future member, officer, agent, or employee of the Issuer, the City, or their respective legislative authorities in other than in their official capacity, and neither the members of those legislative authorities nor any official executing the Bonds is liable personally on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof or by reason of the obligations of the Issuer or the City contained in this Agreement or any other agreements containing terms and conditions of the Bonds.

Section 7.5. No Agency/Partnership Relationship. The Parties each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer is not acting as an agent of the other Parties. This Agreement does not and may not be construed to create a partnership or joint venture between the Parties.

Section 7.6. Binding Effect. This Agreement inures to the benefit of and is binding in accordance with its terms upon the Issuer, the City, and the Developer, and their respective permitted successors and assigns. The Trustee is an express third party beneficiary of this Agreement.

Section 7.7. Amendments and Supplements. This Agreement may not be amended except as permitted by the terms of the trust agreements for the Bonds. Any amendment, if permitted, must be by written instrument executed by the City, the Issuer, and the Developer.

Section 7.8. Assignment. To secure payment of debt charges on the Bonds and other amounts due under the Trust Agreement, the Issuer will assign certain of its rights under and interest in this Agreement, the Service Payments and the TIF Fund to the Trustee. The other Parties consent to those assignments. The Developer may, without the consent of the City or the Issuer, (i) assign or participate its rights under this Agreement to a lender or investors for the purpose of obtaining financing, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement, or (ii) assign its rights and obligations under this Agreement to an entity that is at least 50% controlled by or under common control with the Developer, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement. The Developer shall provide prompt written notice to the City and the Issuer after any assignment or participation. Notwithstanding the foregoing, any assignment pursuant to (ii) will not be effective until the assignee has provided the City and the Issuer with a copy of an assignment agreement executed by both the Developer and assignee. The

City and the Issuer will cooperate with any reasonable assignment request by a lender, investor, the Developer, or entity controlled by or under common control with the Developer.

Except as otherwise provided in this Section, a party hereto may not assign its rights and obligations hereunder without the written consent of each other Party provided that no Developer consent will be required if the Developer has not maintained its existence, the Developer has not assigned its rights hereunder to another party, and after payment of the Project Costs to the Developer from proceeds from the Bonds.

Section 7.9. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which are regarded as an original and all of which constitute but one and the same instrument. Counterparts or signatures executed, stored, or transmitted by electronic means (such as e-mailed .pdfs) shall be considered original counterparts or signatures for all purposes.

Section 7.10. Severability. If a court determines that any provision of or obligation imposed by this Agreement is invalid or unenforceable, that determination will not affect any other provision or obligation, all of which will be construed and enforced as if the invalid or unenforceable provision or obligation were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each provision or obligation will be deemed to be effective in the manner and to the full extent permitted by law.

Section 7.11. Limitation of Rights. With the exception of rights conferred expressly in this Agreement, this Agreement and all of its covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties and the Trustee.

Section 7.12. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio and the City of Reynoldsburg.

(END OF ARTICLE VII)

IN WITNESS WHEREOF, the Issuer, the City, and the Developer have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

COLUMBUS-FRANKLIN COUNTY
FINANCE AUTHORITY

By:_________________________________
Jean Carter Ryan, President

ISSUER FISCAL OFFICER'S CERTIFICATE

The undersigned, Assistant Secretary-Treasurer of the Columbus-Franklin County Finance Authority under the aforesaid Agreement, hereby certifies that, while the Finance Authority has no obligation to make payments pursuant to the foregoing Agreement, any moneys required to meet the obligations of the Finance Authority during the year 2023 under the aforesaid Agreement have been lawfully appropriated by the Board of Directors of the Finance Authority for such purposes and are in the treasury of the Finance Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____________, 2023

____
Assistant Secretary-Treasurer
Columbus-Franklin County Finance
Authority

CITY OF REYNOLDSBURG, OHIO

By:________________________________

Joseph Begeny, Mayor

Pursuant to Ordinance No. __-202_

Approved as to form:

____

Chris Shook, City Attorney

CITY FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing Agreement except from the Service Payments to be collected for deposit into the Eastwood Development Tax Increment Equivalent Fund pursuant to City Ordinance No. __-202_. Section __ of City Ordinance No. __-202_ appropriated those funds for expenditure in accordance with the foregoing Agreement. Accordingly, as fiscal officer for the City of Reynoldsburg, I certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under the TIF Act, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: ____________, 2022

____
Stephen Clark, City Auditor
City of Reynoldsburg, Ohio

EASTWOOD DEVELOPMENT
PARTNERS LLC, an Ohio limited liability
company

By:_________________________________
Jonathon Wilcox, Managing Member

Exhibit A

Project Description and Current Estimated Budget

Exhibit B

Form of Disbursement Request

Disbursement Request
Payment No. __

Columbus-Franklin County Finance Authority
300 Spruce Street, Suite 220
Columbus, Ohio 43215
Attention: President

Re: Tax Increment Financing and Cooperative Agreement, dated _________ 1, 2023, by and between the Columbus-Franklin County Finance Authority (the "Finance Authority"), the City of Reynoldsburg (the "City") and Eastwood Development Partners LLC (the "Developer") (the "Agreement")

This Disbursement Request is given pursuant to the terms and conditions of the Agreement. Unless otherwise indicated herein, capitalized words and phrase used herein shall have the same meanings as are assigned to such words and phrases in the Agreement.

1. The undersigned, a duly authorized officer of the Developer, hereby requests a disbursement of funds from the Project Fund in the aggregate amount of $______________, for the [payment][reimbursement] of Project Costs to be paid to the payees identified on **Schedule 1** attached hereto.

2. The Developer certifies, represents and warrants to the Finance Authority as follows:

(a) All of the costs submitted for payment or reimbursement hereunder are eligible Project Costs pursuant to the Agreement. All amounts requested hereby shall be applied in accordance with this Disbursement Request. All amounts previously disbursed pursuant to a Disbursement Request have been applied in accordance with the applicable Disbursement Request.

(b) Attached hereto as **Schedule 2** are true and accurate copies of the invoices and pay applications that evidence the Project Costs for which payment or reimbursement is being requested.

(c) The Developer hereby certifies, represents and warrants that to the extent payments are for costs or obligations relating to the design agreements or contractor agreements: (i) the payments requested hereby are for obligations properly incurred under the Contract Documents and for work or materials described in the Contract Documents, have not been previously paid pursuant an approved Disbursement Request, and have not been previously disapproved by the Finance Authority except as noted in this Disbursement Request; (ii) unconditional lien waivers from all materialmen, contractors and subcontractors who have provided services or materials for which payment has previously been provided have been obtained and the Project is free and clear of all liens and encumbrances other than as reflected in title evidence previously provided to and approved by the Finance Authority; (iii) to the extent required, prevailing wage affidavits from all contractors and subcontractors who have provided services or materials for which payment is hereby requested are attached; (iv) conditional lien waivers from all contractors and subcontractors who have provided services or materials for which payment is hereby requested have been obtained; (v) based on the certifications of the Developer's engineer and contractor, on which the Finance Authority may rely, (X) the work and materials for which payment is hereby requested have been installed substantially in accordance with the Contract Documents, and (Y) payment for the materials requested hereby is due pursuant to the terms of the Contract Documents; and (vi) all installed work and materials and for which payment is hereby requested have been inspected and approved by the Developer's engineer or any applicable government entity.

Executed this _____ day of ___________, __________.

EASTWOOD DEVELOPMENT PARTNERS LLC

By: _________________________________
Printed
Name: ______________________________
Title: _______________________________

Approved by **CITY OF REYNOLDSBURG**

By:________________________________

Name:

Title:

Exhibit C

Certificate of Completion

The undersigned, the duly authorized representative of the Developer, certifies the following to the Finance Authority pursuant to and in compliance with Section 3.2 of the Tax Increment Financing and Cooperative Agreement between the Columbus-Franklin County Finance Authority, the City of Reynoldsburg and the Developer, dated as of __________ 1, 2023 (the "Agreement"). Terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

i. All facilities necessary for the proper functioning of the Project have been acquired, constructed, installed, equipped and otherwise improved and developed, as of ________________, _____.

ii. As of ________________ ___, _____, the acquisition, construction, equipping and installation of the Project have been completed in accordance with the Contract Documents in all material respects, and that all costs then due and payable in connection therewith from the Project Fund have been paid, and all obligations, costs and expenses in connection with the Project and then payable out of the Project Fund have been paid or discharged. If there are any costs and expenses which are not yet due or are being contested, or if any amounts must be retained for any other reason, said amounts should be described and attached to this certificate.

iii. An accurate summary of the costs incurred by the Developer in completing the Project is attached to this certificate.

EASTWOOD DEVELOPMENT PARTNERS LLC,
an Ohio limited liability company

By: ____________________________
Name: __________________________
Title: ___________________________

Date___________________________

December 2, 2022

Board of Education of the Career & Technology
Education Centers of Licking County
150 Price Rd.
Newark, OH 43055
Attn: Joyce L. Malainy, Ed.D., Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Malainy:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on December 19, 2022 at 6:30 p.m. located at Reynoldsburg City Hall, 7232 E. Main Street, Reynoldsburg, Ohio 43068.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Eric Meyer, Development Director, prior to December 19, 2022. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO

Joe Begeny, Mayor

Enclosure

Received Via Personal Service:

BOARD OF EDUCATION OF THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY

By: ______________________

Name: Diane E. Scott

Title: AA

Date: 12/2/, 2022

Mollie Prasher
Clerk of Council

December 2, 2022

Board of Education
Southwest Licking Local School District
927-A South Street
Pataskala, OH 43062
Attn: Dr. Kasey Perkins, Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Perkins:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on December 19, 2022 at 6:30 p.m. located at Reynoldsburg City Hall, 7232 E. Main Street, Reynoldsburg, Ohio 43068.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Eric Meyer, Development Director, prior to December 19, 2022. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO

Joe Begeny

Joe Begeny, Mayor

Enclosures

Received Via Personal Service:

BOARD OF EDUCATION

By: Richard D. Jones

Name: Richard D. Jones

Title: Treasurer

Date: 12/2/22, 2022

Mollie Prasher

Mollie Prasher
Clerk of Council

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE:	**December 19, 2022**
TO:	**Finance and Administration Committee**
RE:	Transfer of Funds Among Various Departments for Year End 2022 - Clean Up Ordinance

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Appropriate from the General Fund as follows: Adopt as an Emergency at the Third Reading

Adopt as an Emergency at the Third Reading -Requests hold in Committee on 12/05/2022 meeting for any last minute changes.

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY

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

SECTION 1. That Council unappropriate and appropriate funds to the following accounts:

Unappropriate $111,860.00 from account 110.340.5102 Wages Parks & Recreation and return to the unappropriated General Fund (110)

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

From the unappropriated General Fund (110) appropriate:

110.545.5161 Group Insurance Auditor’s Department	$ 1,000.00
110.571.5102 Part-Time Wages City Council	$ 4,500.00
110.582.5161 Group Insurance Human Resource Department	$ 500.00
110.593.5161 Group Insurance Clerk of Courts	$ 750.00
110.810.5376 County Health Services	$ 110.00
110.534.5336 medical and Physical Exams Civil Service	$ 5,000.00
110.595.5164 Worker's Compensation	$110.000.00

From the unappropriated Income Tax Fund (220) appropriate:

220.564.5161 Group Insurance Income Tax Fund	$ 6,000.00

From the unappropriated Street Fund (260) appropriate:

260.268.5161 Group Insurance Street Fund	$ 1,000.00

From the unappropriated Waste Water Fund (720) appropriate

720.736.5105 Overtime Waste Water Fund	$12,000.00
740.736.5151 OPERS Contribution Waste Water Fund	$ 1,700.00

From the unappropriated Storm Water Fund (740) appropriate:

740.737.5102 Wages Staff Storm Water Fund	$ 1,600.00
740.737.5161 Group Insurance Storm Water Fund	$ 1,200.00
740.737.5151 OPERS Contribution Storm Water Fund	$ 1,100.00

From the unappropriated Visitor’s Bureau Fund (920) appropriate:

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920.000.5527 Agency Distributions Visitors Bureau Fund $75,000.00

Unappropriate the following amounts from and return to the proper fund:

JEDD 1 (941)	941.000.5529 Unappropriate Agency Distributions	$145,000.00
JEDD 2 (942)	942.000.5529 Unappropriate Agency Distributions	$163,000.00
JEDD 3 (943)	943.000.5529 Unappropriate Agency Distributions	$105,000.00
JEDD 4 (944)	944.000.5529 Unappropriate Agency Distributions	$ 18,000.00
JEDD 7 (947)	947.000.5529 Unappropriate Agency Distributions	$133,000.00

From the unappropriated Debt Fund (310) appropriate:

310.991.5424 G.O. Bond Interest $ 400.00

Unappropriate from account 971.000.5527 Brice Road TIF and return to the unappropriated Brice Road TIF Fund (971) ($55,350.00)

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further in order to be in compliance with ORC year end requirements; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

<u>City Auditor's Office</u>
Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE:	**December 19, 2022**
TO:	**Finance and Administration Committee**
RE:	Deposit Sale of Reynoldsburg MOB LLC Fund to CIP Fund

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak

Emergency/Suspension: Emergency

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

The City of Reynoldsburg closed on 12/16/2022 on the lot split in Ordinance 112-2022

The proceeds of $966,504.54 to be booked in the City of Reynoldsburg Unappropriated CIP Fund.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT PAYMENT FROM REYNOLDSBURG MOB LLC FOR THE SALE OF REAL PROPERTY, AND DECLARING AN EMERGENCY

WHEREAS, City Council, pursuant to Reynoldsburg City Code Chapter 175 (h), which permits the sale of real estate owned by the city; and

WHEREAS, the City Council finds the sale of real property, Parcel Number 060-003828-00, to Reynoldsburg MOB LLC is in its discretion, and deems it necessary and in the best interest of the city.

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

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. That the City Auditor be and is hereby authorized to accept payment from Reynoldsburg MOB LLC for the sale of Franklin County Parcel Number 060-003828-00, containing approximately 5.5 to 6 acres, located on the northside of East Main Street at the county line between Franklin and Licking Counties, Reynoldsburg, Ohio.

Section 2. That the proceeds of this sale ($966,504.54) be directly deposited into the unappropriated CIP Fund (410) upon receipt of payment.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to deposit these funds prior to the end of 2022, wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

ESQUIRE TITLE SERVICES INC.
6648 Walnut Street
New Albany, Ohio 43054
Phone: (614) 855-9600 / Fax: (614) 855-6870

SELLER'S CLOSING STATEMENT

File No.: 22-16484
Officer/Escrow Officer: Karen Lash

Printed Date/Time: 12/15/2022 - 1:46:03PM
Page 1 of 1
Closing Date: 12/16/2022
Disbursement Date:

Buyer/Borrower: REYNOLDSBURG MOB LLC

Seller: CITY OF REYNOLDSBURG

Property: 5.257 Acre Tract - East Main Street, Reynoldsburg, OH 43068

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		998,830.(
TITLE CHARGES		
Title Binder: Esquire Title Services, Inc.	50.00	
Handling/Wire Fees: Esquire Title Services, Inc.	30.00	
Owner's Premium for 18,985,980.00: Esquire Title Services, Inc. Title - Owner's Premium	2,419.83	
Title Exam Fee: Esquire Title Services, Inc.	250.00	
Deed Recording Fee: County Recorder	66.00	
SUBTOTALS	2,815.83	998,830.(
DUE TO SELLER	996,014.17	
TOTALS	998,830.00	998,830.(

CITY OF REYNOLDSBURG

Joe Begeny, Mayor

Karen Lash, Escrow Officer

Attachment: JOB_CWDEFAULT (Deposit Sale of Reynoldsburg MOB LLC Fund to CIP Fund)

Development Department
Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**December 19, 2022**
TO:	**Development, Parks and Recreation Committee**
RE:	**Taylor-Summit Community Reinvestment Area**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

Two read emergency

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the proposed Community Reinvestment Area, attached hereto as Exhibit A, as required by Ohio Revised Code ("Revised Code") Section 3735.66 has been prepared for the area to be included in the proposed Taylor-Summit Community Reinvestment Area, which area is identified on <u>Exhibit B</u> attached hereto; and

Development Department

Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

WHEREAS, the maintenance of existing structures and construction of new structures in the proposed Taylor-Summit Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the proposed Taylor-Summit Community Reinvestment Area and the City of Reynoldsburg as a whole; and

WHEREAS, the remodeling of existing structures and construction of new structures in the proposed Taylor-Summit Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FAIRFIELD, FRANKLIN, AND LICKING COUNTIES, OHIO, THAT:

SECTION 1. This Council hereby adopts the findings of the Housing Survey, including the finding that area designated as the proposed Taylor-Summit Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and/or repair of existing facilities is, and has been, discouraged.

SECTION 2. Pursuant to Revised Code Section 3735.66, the Taylor-Summit Community Reinvestment Area is hereby established in the area of the City of Reynoldsburg, as further depicted on Exhibit B attached hereto and incorporated herein by this reference. Wherein only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the Reynoldsburg Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 3. All properties identified in Exhibit B as being within the Taylor-Summit Community Reinvestment Area are eligible for this incentive (the City may determine all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Development Department

Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

SECTION 4. Within the Taylor-Summit Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from the remodeling and new construction of commercial and industrial real property and the term of that exemption shall be negotiated on a case-by-case basis in advance of such remodeling or construction occurring in accordance with Revised Code Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as required by Revised Code Section 3735.671. For residential-property, a tax exemption, in the fixed percentage of 50%, on the increase in the assessed valuation resulting from improvements as described in the Revised Code Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the periods set forth below. Residential applications must be filed with the Housing Officer (defined below) no later than six months after construction completion. The exemptions shall not exceed the following limits:

A. Ten (10) years, (term the same for all) for the remodeling of dwellings and upon which the cost of remodeling is at least $2,500, in the case of a dwelling containing not more than two (2) family units, or at least $5,000, in the case of all other dwellings as described in Revised Code Section 3735.67.

B. Fifteen (15) years, (negotiated - up to 15 years) for the remodeling of existing commercial and industrial facilities, and upon which the cost of any remodeling is at least $5,000, shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.

C. Fifteen (15) years, (negotiated - up to 15 years) for the construction of new commercial or industrial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.

If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the remodeled structures shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Development Department

Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of Revised Code Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement, currently a minimum of $500 up to a maximum of $2,500 annually (the montitoring fee is a local option and may be waived by the City).

SECTION 6. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in Revised Code Sections 3735.65 through 3735.70. The Mayor may delegate said duties to his designee as necessary.

SECTION 7. The Community Reinvestment Area Housing Council established by Ordinance No. 59-2022 shall serve as the Community Reinvestment Area Housing Council for the Taylor-Summit Community Reinvestment Area. The Housing Council shall make an annual inspection of the properties within the Taylor-Summit Community Reinvestment Area for which an exemption has been granted under Revised Code Section 3735.67. The Housing Council shall also hear appeals under Revised Code Section 3735.70.

The previously established Tax Incentive Review Council for the City of Reynoldsburg shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the Revised Code and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 8. This Council reserves the right to re-evaluate the designation of the Taylor-Summit Community Reinvestment Area after December 31, 2030, at which time this Council may direct the Housing Officer not to accept any new applications for exemptions as described in Revised Code Section 3735.67.

SECTION 9. The Mayor is hereby directed and authorized to petition the Director of the Ohio Department of Development to confirm the findings contained within this Ordinance. On or before March 31 of each year, the Mayor shall submit to the State Director of Development, and

Development Department
Eric Meyer
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

the School District as may be applicable, any status reports for the Taylor-Summit Community Reinvestment Area, as may be required by Revised Code Sections 3735.672 and 3735.69.

SECTION 10. The Clerk of Council is hereby directed to publish this ordinance, immediately following its passage, in a newspaper of general circulation in the City once a week for two consecutive weeks or as provided in Revised Code Section 7.16.

SECTION 11. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 12. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and the public peace, and for the further reason that it is necessary to immediately designate the Taylor-Summit Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor, and upon confirmation by the Director of the Department of Development of the findings of this Ordinance.

Exhibit A

TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA HOUSING SURVEY

[ATTACHED]

Community Reinvestment Area
Housing Survey

City of Reynoldsburg
Taylor-Summit CRA District

Prepared for: Ohio Department of Development
Office of Strategic Business Investments, Tax Incentive Section

Prepared by: City of Reynoldsburg Department of Economic Development

December 5, 2022

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Purpose and Scope

The City of Reynoldsburg is proposing to create a Community Reinvestment Area (CRA). Section 3735.65 of the ORC defines a CRA as the following: "an area within a municipal corporation or unincorporated area of a county for which the legislative authority of the municipal corporation or, for the unincorporated area, of the county, has adopted a resolution under section 3735.66 of the Revised Code describing the boundaries of the area and containing a statement of finding that the area included in the description is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged."

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The proposed CRA is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed CRA. A complete listing of the parcels within the proposed Taylor-Summit CRA is shown in **Table 2** below. A written description of the proposed CRA boundary is as followed:

> An area bounded in the north and northeast by the property located immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision, which is located at the southeast quadrant of the intersection at Broad Street and Taylor Road; an area bounded in the northeast by properties located along the west side of Marinette Place and Jackies Bend, and the north side of Jackies Bend, Alli's Place and Huggins Lane; an area bounded in the east by properties located on the west side of Summit Road between Huggins Lane and Firstgate Drive; an area bounded in the south by properties located on the north side of Firstgate Drive between Summit Road and Mueller Drive, the properties located on the west side of Mueller Drive that are adjacent to properties along the east side of Petigrew Court, the properties along the south side of Petigrew Court, the properties located on the south side Coral Canyon Circle, the properties along the south side of Turos Court, and the properties along the south side of Firstgate Drive between Turos Court and Taylor Road; an area bounded in the center west by the properties located on the north side of Firstgate Drive between Taylor Road and Ormiston Circle, the properties located on the west and northside of Ormiston Circle, and the properties along the north side of Ormiston Court; and an area bounded in the west by western edge of the public right of way along Taylor Road from Firstgate Drive, excluding parcels 012-028668-00.000, 012-028668-00.001, 012-028668-00.002, 012-028668-00.003, 012-028356-00.000, 063-151992-02.000, 063-141258-00.000, 063-142068-00.000, 063-140412-00.000, 063-140412-01.000 and 063-146604-00.000, until the northern end of the property located on the east side of Taylor Road immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision.

City of Reynoldsburg

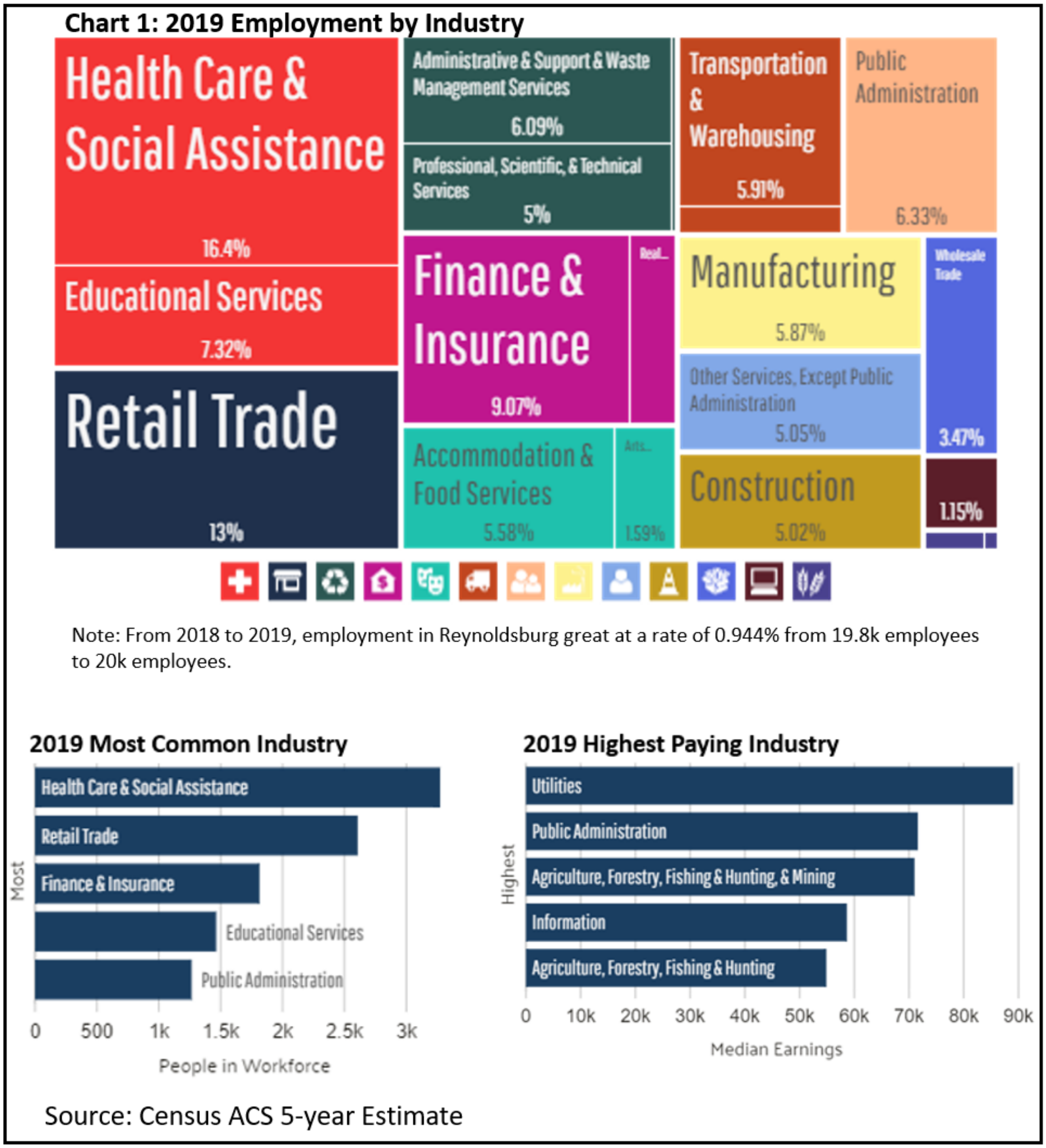
The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City of Pataskala, on the east by Etna Township, on the south by Violet Township, the City of Pickerington and the City of Columbus, and on the east by the City of Columbus. The City of Reynoldsburg is bisected by U.S. Route 40 (East Main Street) with Interstate 70 as its southern boundary and State Route 16 (East Broad Street) as its northern boundary.

Demographic Analysis

Reynoldsburg's 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city's population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor's degree.

Economic Analysis

The median household income is $67,120 with a 2019 per capita income of $31,094. Approximately 9.1% or persons in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.



City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under $150,000.

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in Table 1 below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

Source: 2019 American Community Survey

Proposed Taylor-Summit CRA District

The proposed Taylor-Summit CRA District is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed Taylor-Summit CRA District, which encompasses approximately 205.24 acres. Specific characteristics of the housing stock within the aforementioned Census Tracts and the proposed Taylor-Summit CRA District are below.

<u>CRA Housing Stock</u>

According to the American Community Survey (ACS), there are 3,029 housing units within Census Tracts 7562.03 and 7562.04. Approximately 6% of those housing units are vacant. There are 70.7% of housing units that were built prior to 2000 and 3.7% were built prior to 1950. The ACS estimates that 23 homes within the Census Tracts 7562.03 and 7562.04 lack complete plumbing and kitchen facilities. Approximately 12% of the residential units are renter-occupied. The average monthly rent is approximately $986 per month, which is 9% below the average monthly rent for the Columbus Metropolitan Statistical Area. In addition, based upon a municipal code enforcement assessment, at least one residential facility is vacant and abandoned within the proposed Taylor-Summit CRA District.

<u>Condition of Housing</u>

The City of Reynoldsburg conducted a windshield study of the residential structures within the proposed East Main CRA. In addition, using a visual survey and information from the Licking County Auditor's Offices, the city has ranked the condition of selected properties as "Average", "Below Average", or "Poor" based on the age of the structure, the exterior upkeep and any noted property maintenance needs or deterioration issues.

> "Average" condition is a structure with one or more of the following characteristics: under 20 years old; has been remodeled or updated in the past 20 years; no visible zoning code violations; no property maintenance issues; and the property appears maintained with no need for structural or cosmetic improvements.

> "Below Average" condition is a structure with one or more of the following characteristics: over 20 years old; no remodeling or improvements in the past 20 years; visible code violations; one or more property maintenance issues; or the property needs minor structural or cosmetic improvements.
>
> "Poor" condition is a structure with one or more of the following characteristics: over 50 years old; no record of remodeling or improvements; multiple visible code violations; multiple property maintenance issues; appears vacant or abandoned; has been deemed uninhabitable; or may need minor and major structural and cosmetic improvements.

A survey of the general conditions of the specific residential locations is provided below.

Property Address: 8935 Coral Canyon Circle
Parcel No: 013-027294-00.114
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
$170,800 ($41,200 land, $129,600 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint on siding; discolored and fading on exterior building trim; and damaged siding.
Condition Ranking: Below Average

Property Address: 8961 Coral Canyon Circle
Parcel No: 013-027294-00.155
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
$214,600 ($47,100 land, $167,500 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discoloration of roof; damaged siding; and cracked asphalt driveway.
Condition: Below Average

Property Address: 8797 Firstgate Drive
Parcel No: 013-027294-00.024
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
$197,400 ($47,100 land, $150,300 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; and damaged siding.

Condition Ranking: Below Average

Property Address: 8808 Firstgate Drive
Parcel No: 013-027294-00.012
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
$167,500 ($41,200 land, $126,300 improvements)

Condition Analysis: Missing window shudder; cracked asphalt driveway; and discoloration of roof and building foundation.

Condition Ranking: Below Average

Property Address: 9001 Firstgate Drive
Parcel No: 013-027294-00.169
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
$197,500 ($46,400 land, $151,100 improvements)

Condition Analysis: Over 20 years old; damaged front porch hand rail; damaged exterior siding; discoloration of window shudder; visible code enforcement violations; and roof discoloration.

Condition Ranking: Below Average

Property Address: 8808 Ormiston Circle
Parcel No: 013-027294-00.080
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
$169,200 ($47,100 land, $122,100 improvements)

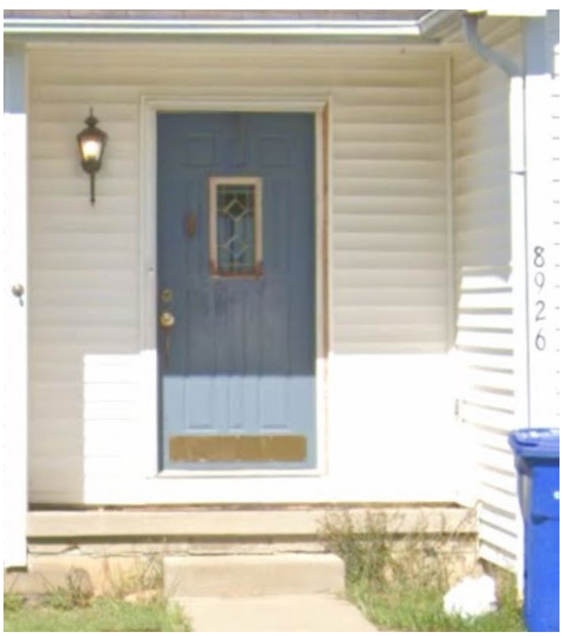
Condition Analysis: Over 20 years old; cracked concrete foundation of the front porch; uneven front steps; and deteriorated wood trim around front door.

Condition Ranking: Below Average

Property Address: 8926 Trinity Circle
Parcel No: 013-027294-00.127
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
$175,100 ($47,100 land, $128,000 improvements)

Condition Analysis: Over 20 years old; discolored exterior paint; cracked concrete foundation of the front porch; and cracked asphalt driveway.

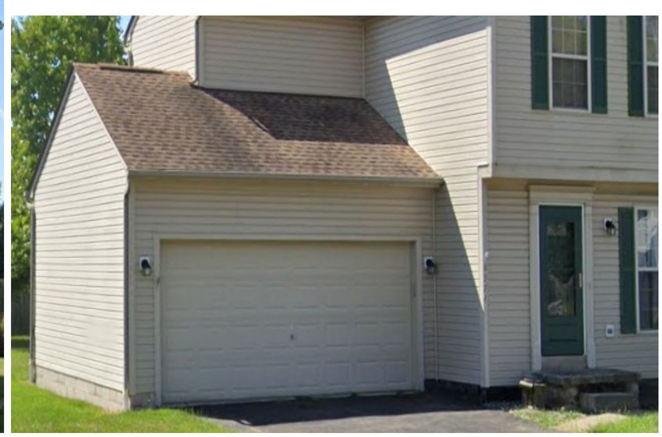
Condition Ranking: Below Average



Property Address: 8971 Trinity Circle
Parcel No: 013-027294-00.183
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
$184,200 ($47,100 land, $137,100 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discolored roof shingles; uneven front steps; and discoloration of concrete along foundation and on front porch.

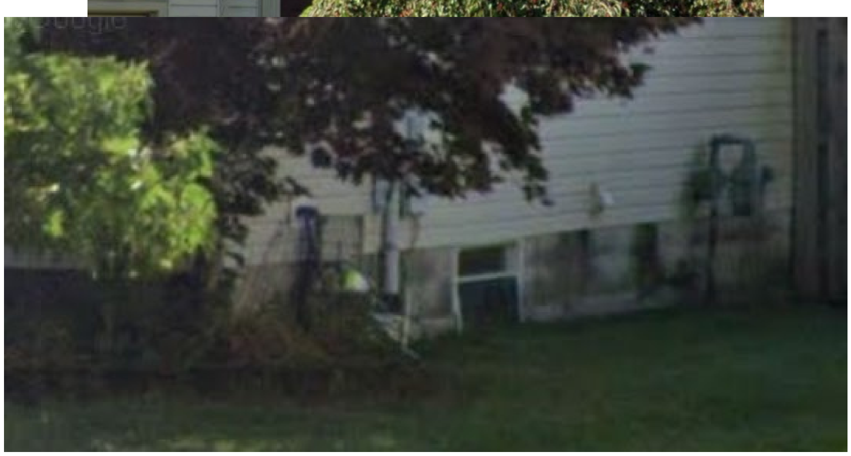
Condition Ranking: Below Average



Property Address: 769 Turos Court
Parcel No: 013-027294-00.034
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
$168,900 ($47,100 land, $121,800 improvements)

Condition Analysis: Over 20 years old; damaged fence; discoloration of roof shingles; severe discoloration and fading of exterior paint; and broken basement window.

Condition Ranking: Below Average



Property Address: 778 Petigrew Court
Parcel No: 013-026628-00.120
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
$170,800 ($54,000 land, $116,800 improvements)

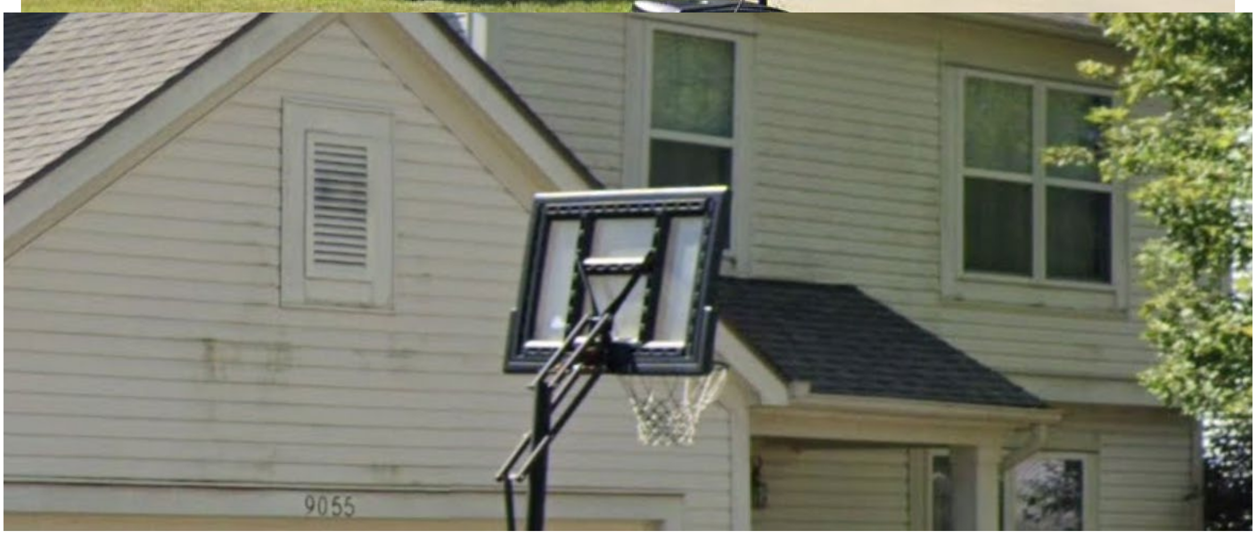
Condition Analysis: Over 20 years old; broken garage door; discoloration of roof shingles; discoloration and fading of exterior paint; uneven front porch steps; and cracked asphalt driveway.

Condition Ranking: Poor

Property Address: 9055 Rosem Court
Parcel No: 090-141180-00.102
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
$220,900 ($50,000 land, $170,900 improvements)

Condition Analysis: Over 20 years old; discoloration and fading of exterior paint; and mild damage to window exterior trim.

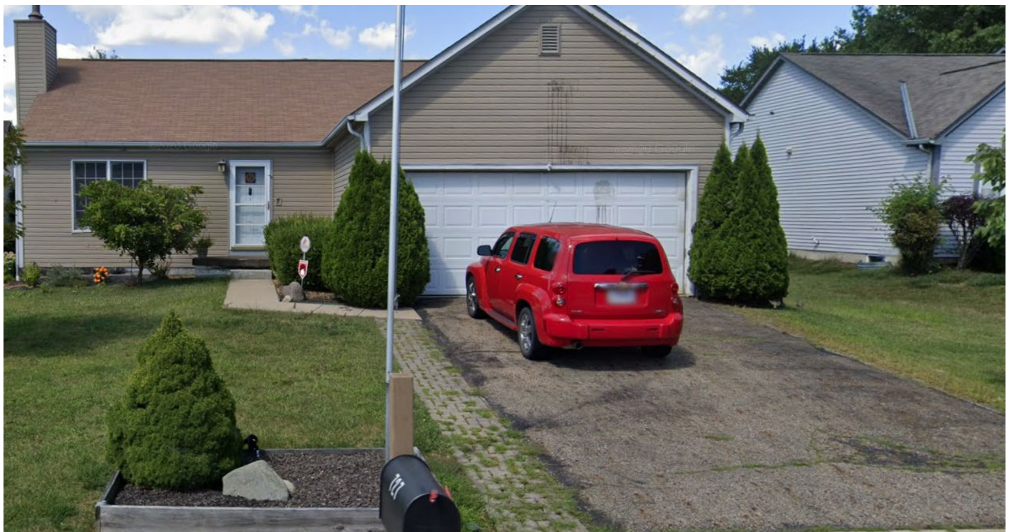
Condition Ranking: Average



Property Address: 727 Petigrew Drive
Parcel No: 013-026628-00.284
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
$189,400 ($56,700 land, $132,700 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint; severe cracking of front porch foundation; and cracked asphalt driveway.

Condition Ranking: Average



Property Address: 730 Petigrew Drive
Parcel No: 013-026628-00.301
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
$167,500 ($53,300 land, $114,200 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration and fading on window shudder; and severe cracking of front porch foundation.

Condition Ranking: Below Average

Property Address: 691 Hunnicut Drive
Parcel No: 090-141180-00.005
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
$208,800 ($58,100 land, $150,000 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration of roof shingles' paint fading on window shudders; appears vacant; and overgrown grass on driveway.

Condition Ranking: Below Average

Property Address: 690 Smithers Drive

Parcel No: 090-141180-00.077
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
$200,300 ($50,700 land, $149,600 improvements)

Condition Analysis: Over 20 years old; siding deterioration with portions missing; storm window damaged; wood trim damaged and deteriorated; discoloration of roof shingles; and rusted metal flashing below windows.

Condition Ranking: Below Average

Property Address: 715 Kelton Crest Drive
Parcel No: 090-141180-00.080
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
$195,300 ($53,400 land, $141,900 improvements)

Condition Analysis: Over 20 years old; siding discoloration; siding damaged; and garage door dented and damaged.

Condition Ranking: Below Average

Property Address: 9329 Ruston Lane
Parcel No: 090-141180-00.052
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
$216,500 ($57,800 land, $158,700 improvements)

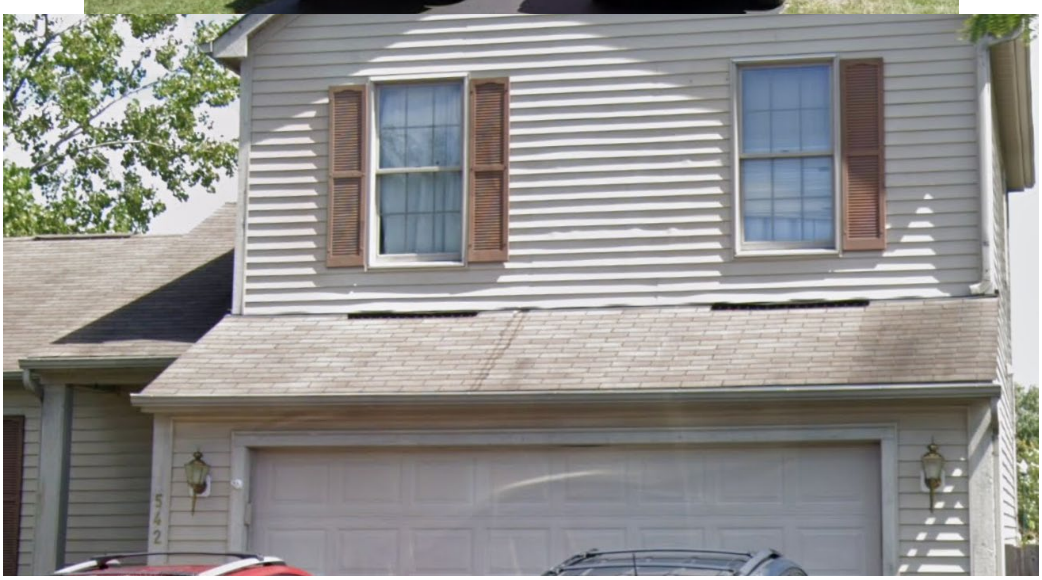
Condition Analysis: Over 20 years old; siding discoloration; siding damaged; paint on window shudders faded; roofing shingles discolored; garage door trim damaged; and overgrown grass on pavement.

Condition Ranking: Below Average

Property Address: 542 Alli's Place
Parcel No: 090-141180-00.139
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
$194,000 ($54,800 land, $139,200 improvements)

Condition Analysis: Over 20 years old; missing window shudder; roofing shingles discolored; and paint on building trim faded and chipping.

Condition Ranking: Below Average



Conclusion

Based upon the general conditions of the proposed Taylor-Summit CRA District as well as the conditions of the specific residential properties provided within this Housing Survey supports the following "Statement of Finding":

The proposed CRA shown in Map 1 is an area within the City of Reynoldsburg in which residential structures are located and new housing construction and repair of existing facilities or structures is discouraged.

Map 1: Proposed Taylor-Summit CRA District

Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Table 2: Taylor-Summit CRA District Parcel List

090-141180-00.124	013-027294-00.123	013-027294-00.021	090-141180-00.202
090-141180-00.125	013-027294-00.124	013-027294-00.022	013-141180-00.001
090-141180-00.126	013-027294-00.145	013-027294-00.023	090-141180-00.002
090-141180-00.127	013-027294-00.146	013-027294-00.024	090-141180-00.003
090-141180-00.128	013-027294-00.147	013-027294-00.041	090-141180-00.004
090-141180-00.129	013-027294-00.148	013-027294-00.042	090-141180-00.005
090-141180-00.130	013-027294-00.149	013-027294-00.043	090-141180-00.006
090-141180-00.131	013-027294-00.150	013-027294-00.044	090-141180-00.007
090-141180-00.132	013-027294-00.151	013-027294-00.045	090-141180-00.008
090-141180-00.133	013-027294-00.152	013-027294-00.046	090-141180-00.009
090-141180-00.134	013-027294-00.153	013-027294-00.047	090-141180-00.010
090-141180-00.135	013-027294-00.154	013-027294-00.048	090-141180-00.011
090-141180-00.136	013-027294-00.155	013-027294-00.091	090-141180-00.012
090-141180-00.137	013-027294-00.156	013-027294-00.093	090-141180-00.013
090-141180-00.138	013-027294-00.157	013-027294-00.094	090-141180-00.014
090-141180-00.139	013-027294-00.158	013-027294-00.095	090-141180-00.015
090-141180-00.140	013-027294-00.159	013-027294-00.096	090-141180-00.016
090-141180-00.141	013-027294-00.160	013-027294-00.104	090-141180-00.017
090-141180-00.142	013-027294-00.161	013-027294-00.105	090-141180-00.038
090-141180-00.143	013-027294-00.162	013-027294-00.106	090-141180-00.039
090-141180-00.154	013-027294-00.163	013-027294-00.125	090-141180-00.040
090-141180-00.155	013-027294-00.164	013-027294-00.169	090-141180-00.041
090-141180-00.156	013-027294-00.165	013-027294-00.170	090-141180-00.042
090-141180-00.157	013-027294-00.166	013-027294-00.171	090-141180-00.043
090-141180-00.158	013-027294-00.167	013-027294-00.172	090-141180-00.044
090-141180-00.159	013-027294-00.168	013-027294-00.173	090-141180-00.123
090-141180-00.160	013-026628-00.096	013-027294-00.174	090-141180-00.203
090-141180-00.161	013-026628-00.097	013-027294-00.175	090-141180-00.204
090-141180-00.162	013-026628-00.098	013-027294-00.176	090-141180-00.205
090-141180-00.163	013-026628-00.099	090-141180-00.045	090-141180-00.206
090-141180-00.164	013-026628-00.100	090-141180-00.046	090-141180-00.207
090-141180-00.165	013-026628-00.101	090-141180-00.047	090-141180-00.208
090-141180-00.166	013-026628-00.102	090-141180-00.048	090-141180-00.209
013-027294-00.072	013-026628-00.103	090-141180-00.049	090-141180-00.210
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013-027294-00.109	013-027294-00.004	090-141180-00.120	090-141180-00.215
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013-027294-00.111	013-027294-00.006	090-141180-00.168	090-141180-00.217
013-027294-00.112	013-027294-00.007	090-141180-00.169	090-141180-00.218
013-027294-00.113	013-027294-00.008	090-141180-00.170	090-141180-00.219
013-027294-00.114	013-027294-00.011	090-141180-00.193	090-141180-00.220
013-027294-00.115	013-027294-00.012	090-141180-00.194	090-141180-00.221
013-027294-00.116	013-027294-00.013	090-141180-00.195	090-141180-00.222
013-027294-00.117	013-027294-00.014	090-141180-00.196	090-141180-00.223
013-027294-00.118	013-027294-00.015	090-141180-00.197	090-141180-00.000
013-027294-00.119	013-027294-00.017	090-141180-00.198	090-141180-00.211
013-027294-00.120	013-027294-00.018	090-141180-00.199	090-141180-00.212
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013-027294-00.037
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013-027294-00.039
013-027294-00.040

Exhibit B

TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA

The area shaded in yellow on the following map identifies the Taylor-Summit Community Reinvestment Area

Attachment: Attachment B (Taylor-Summit Community Reinvestment Area)