



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, September 24, 2018

07:30 PM

Council Chambers

OPENING 7:30 PM

INVOCATION – DENNIS KING, PASTOR, REYNAZ CHURCH

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

DEVELOPMENT, PARKS AND RECREATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Development, Parks and Recreation Committee – Committee Meeting – September 10, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT FOR THE SALE OF REAL PROPERTY; AND DECLARING AN EMERGENCY.

- b. AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.
- c. AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.
- d. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. (JEDD 4)

5. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. (Tomato Festival Donations -First Reading 9/10/2018).
- b. ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. (Tomato Festival Start-up funds - First Reading 9/10/2018)
- c. ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. (First Reading 9/10/2018).

- d. ORDINANCE TO AMEND ORDINANCE 114-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. (First Reading 9/10/2018).

6. LEGISLATION FOR SECOND READING

- a. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT. (First Reading 9/10/2018).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 10, 2018

Chairman Mel Clemens called the meeting to order at 7:33 PM

Call to Order - Roll Call

PRESENT: Clemens, Baker, Skinner, Joseph

ABSENT: Bryant

Approval of Agenda

Agenda stands approved

Approval of Minutes

a. Development, Parks and Recreation Committee – Committee Meeting – July 9, 2018

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT. --- Clemens. Development, Parks and Recreation Committee.

Mrs. Bauman: Thank you chairmen Clemens, members of the committee, members of council. We have received, the parks and recreation department has received \$6046.00 in either sponsorship or donations and I am asking that it be appropriated from the general fund and transferred into the accounts as listed.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Clemens, Baker, Skinner	
ABSENT:	Bryant	

ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

Mrs. Bauman : Once again thank you Chairmen Clemens. This is the Parks and recreations Department received a donation from Reynoldsburg Festivals Inc. They previously put on the Tomato Festival and the City has taken it over. They have given us \$13,432.74 to be used for the 2019 Tomato festival. And I am asking that that be placed into the community events line item in the Parks and Recreation Department budget. I am asking for this also to pass as an emergency at the second reading so that we can move forward with securing contracts for 2019. We need to secure a stage, look into the right company, entertainment so that we can start putting down deposits.

Minutes Acceptance: Minutes of Sep 10, 2018 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 10, 2018

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Clemens, Baker, Skinner	
ABSENT:	Bryant	

ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

Mrs. Bauman: This also I am asking for \$15,000.00 from the unappropriated general fund to go into the community line items. This will give us close to \$28,000.00. This money will be used in conjunction with the donation from RFI to help secure those contracts that we need for 2019.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Clemens, Baker, Skinner	
ABSENT:	Bryant	

ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Clemens. Development Department.

Mr. Bowsher: Thank you Chairmen Clemens, council members. This is a little bit of a clean up. When JEDD 1 and JEDD 2 was created our tax was not at the current 2.5%. The board has already started to levy the tax at 1.5% as of two weeks ago. This is to raise JEDD's 1 and 2 to the JEDD 3 level at a full 2% which the township has voted on and approved. This is our way of making sure that the City supports that as well.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Clemens, Baker, Skinner	
ABSENT:	Bryant	

ORDINANCE TO AMEND ORDINANCE 114-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Clemens. Development Department.

Minutes Acceptance: Minutes of Sep 10, 2018 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 10, 2018

Mr. Bowsher: This is just the continuation, (inaudible) was JEDD 1 this is JEDD 2.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Mel Clemens, Chairman	
AYES:	Clemens, Baker, Skinner	
ABSENT:	Bryant	

Minutes Acceptance: Minutes of Sep 10, 2018 7:30 PM (Approval of Minutes)

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

DATE: September 24, 2018

TO: Development, Parks and Recreation Committee

RE: Ordinance Authorizing and Directing the Mayor to Enter into
Contract for the Sale of Real Property; and Declaring an Emergency.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

EMERGENCY: Due to construction timeline, and federal/state permit application of purchaser.

Contract will be finished prior to final reading.

Ordinance to Enter into a Contract for the Sale of 1421 Davidson Dr. Reynoldsburg, Ohio / Pacel
060-009291-00 with Brewing Properties LLC

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: September 24, 2018****TO: Development Department**

RE: AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
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DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “*Parcels*”, with each individual parcel a “*Parcel*”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (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 by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 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. The exemption provided by this

ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Main Street TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of _____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The following map specifically identifies and depicts the Parcels (outlined in red) and constitutes part of this Exhibit A.

[attached]

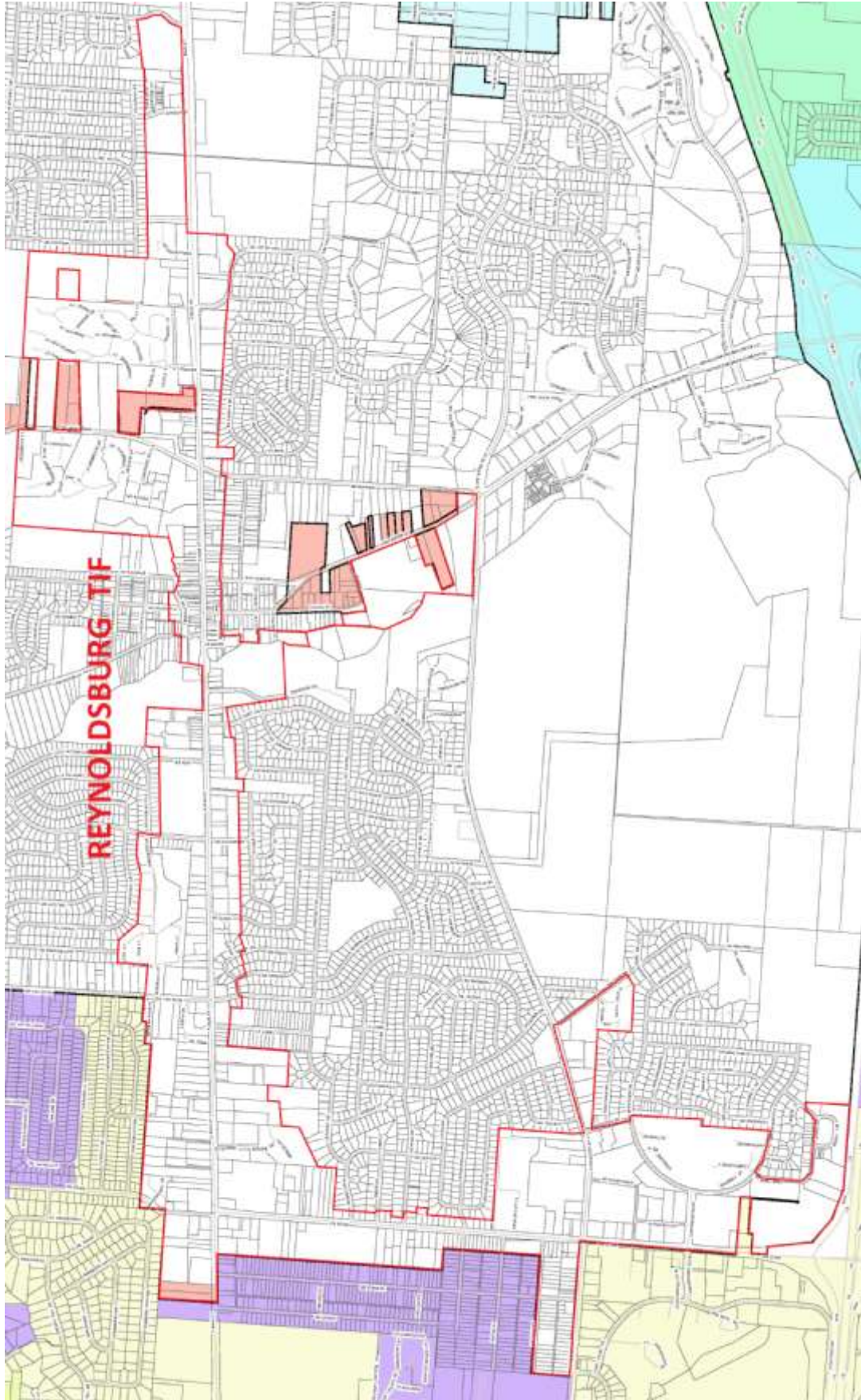


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, 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, including, without limitation, construction of traffic control signals at serving the new Kroger grocery store under construction on Main Street.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** 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 in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Licking Heights Local School District and the Licking County Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “*Parcels*”, with each individual parcel a “*Parcel*”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (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 by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 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. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Broad Street TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Licking Heights Local School District and the Licking County Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____ as passed by Council of said City on the ____ day of _____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The following map specifically identifies and depicts the Parcels (outlined in green) and constitutes part of this Exhibit A.



EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, 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, including, without limitation, improvements to Waggoner Road and Broad Street intersection.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, multi-use trails along Waggoner Road to facilitate access to the Parcels.
- **Streetscape/Landscape.** 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 in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: September 24, 2018****TO: Development Department**

RE: AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
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DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “*Parcels*”, with each individual parcel a “*Parcel*”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (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 by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 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. The exemption provided by this

ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Main Street TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of _____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The following map specifically identifies and depicts the Parcels (outlined in red) and constitutes part of this Exhibit A.

[attached]

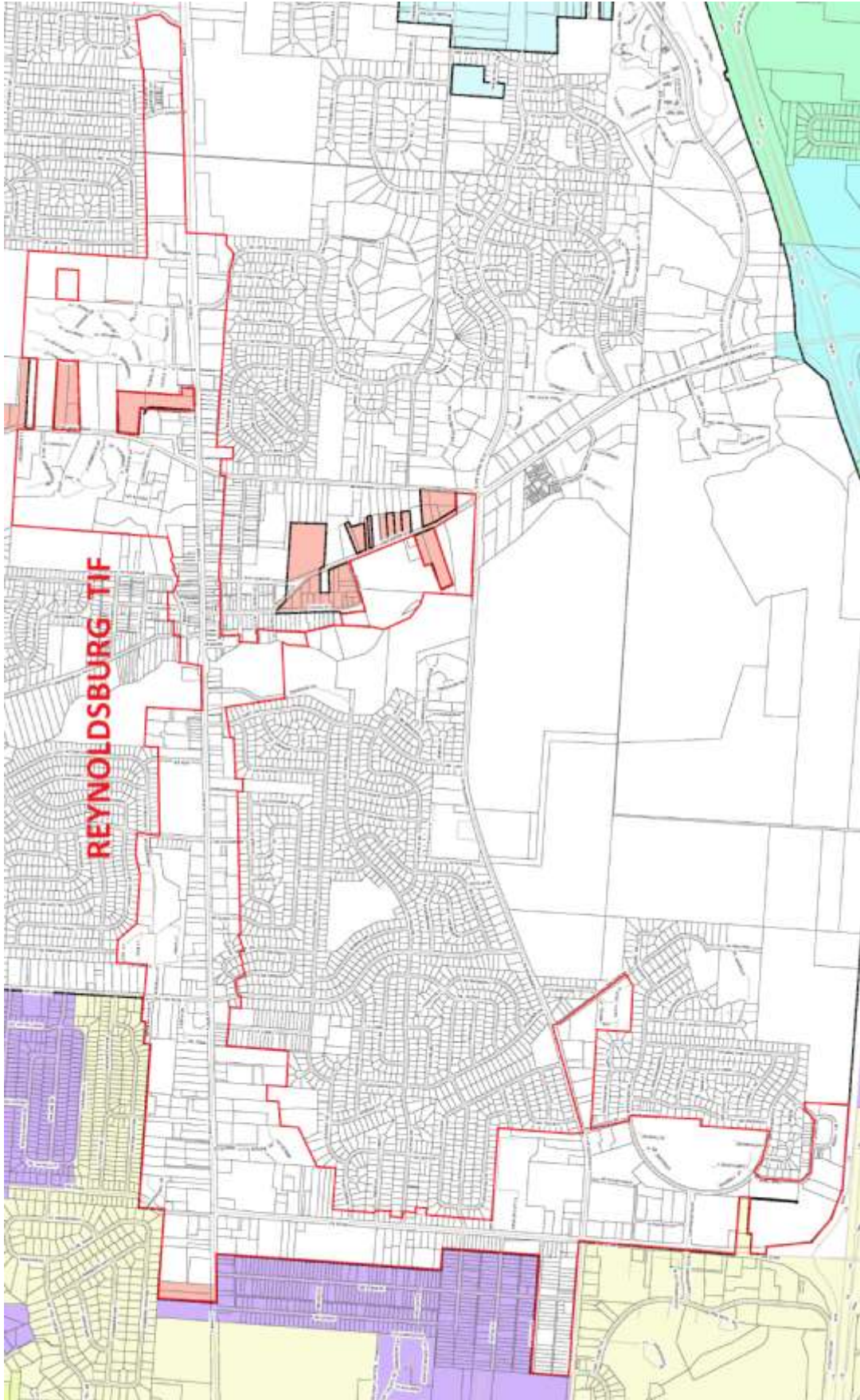


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, 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, including, without limitation, construction of traffic control signals at serving the new Kroger grocery store under construction on Main Street.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** 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 in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Licking Heights Local School District and the Licking County Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “*Parcels*”, with each individual parcel a “*Parcel*”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (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 by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of

Attachment: TIF Ordinance (Broad Street .40(B)) (2) (Broad Street TIF District)

taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Broad Street TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Licking Heights Local School District and the Licking County Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____ as passed by Council of said City on the ____ day of _____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The following map specifically identifies and depicts the Parcels (outlined in green) and constitutes part of this Exhibit A.



EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, 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, including, without limitation, improvements to Waggoner Road and Broad Street intersection.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, multi-use trails along Waggoner Road to facilitate access to the Parcels.
- **Streetscape/Landscape.** 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 in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: September 24, 2018****TO: Development, Parks and Recreation Committee**

**RE: AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A JOINT ECONOMIC
DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN
ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY**

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Attached for your review and comment are initial drafts of the various documents for Phase II of the CRG Etna project, including:

- CRA Agreement
- DC Agreement
- TIF Resolution
- County Compensation Agreement
- SWL Board Resolution
- County Resolution
- City Ordinance

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

- Notice letters

Ordinance to Enter into a Contract for a Joint Economic Development District (JEDD) #4 with Etna Township.

Exhibit “C”

BYLAWS GOVERNING

ETNA – REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT – 4

Attachment: Bylaws 07-16-2018 (JEDD 4 Contract)

TABLE OF SECTIONS

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**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4**

- A. Sections 715.72 to 715.83 of the Revised Code (“R.C.”) authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg (“City”) and the Township of Etna (“Township”), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the “Contract”) as of _____, 2018, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the “District”), Licking County (the “County”) and the State of Ohio (the “State”).
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

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

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

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.72(P), the Board of Directors (the “Board”) shall be the governing body of the District.

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

Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that the same Board member may serve as Secretary and Treasurer. The Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a one-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. Duties of Officers.

1. Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time and place of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by the Secretary and distributed to each member of the Board and to City

and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

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

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

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before **January 31, 2019**, at which time the Board shall determine the initial location for its meetings and its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

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

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

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

F. Powers and Duties.

1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.
2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next one-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to

certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and

- e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.
7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 - 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular

meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

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

has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

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

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

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the

Secretary.

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

Section 4. Advisory Committees.

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

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

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

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

chairperson with respect to matters of parliamentary procedure shall be final.

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

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

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

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

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

ADOPTED on the _____ day of _____, 20__.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4

Secretary

Attachment: Bylaws 07-16-2018 (JEDD 4 Contract)

Etna-Reynoldsburg Joint Economic Development District - 4 Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 4 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

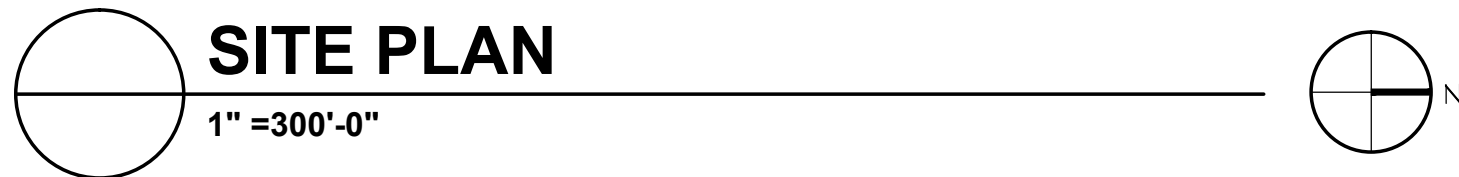
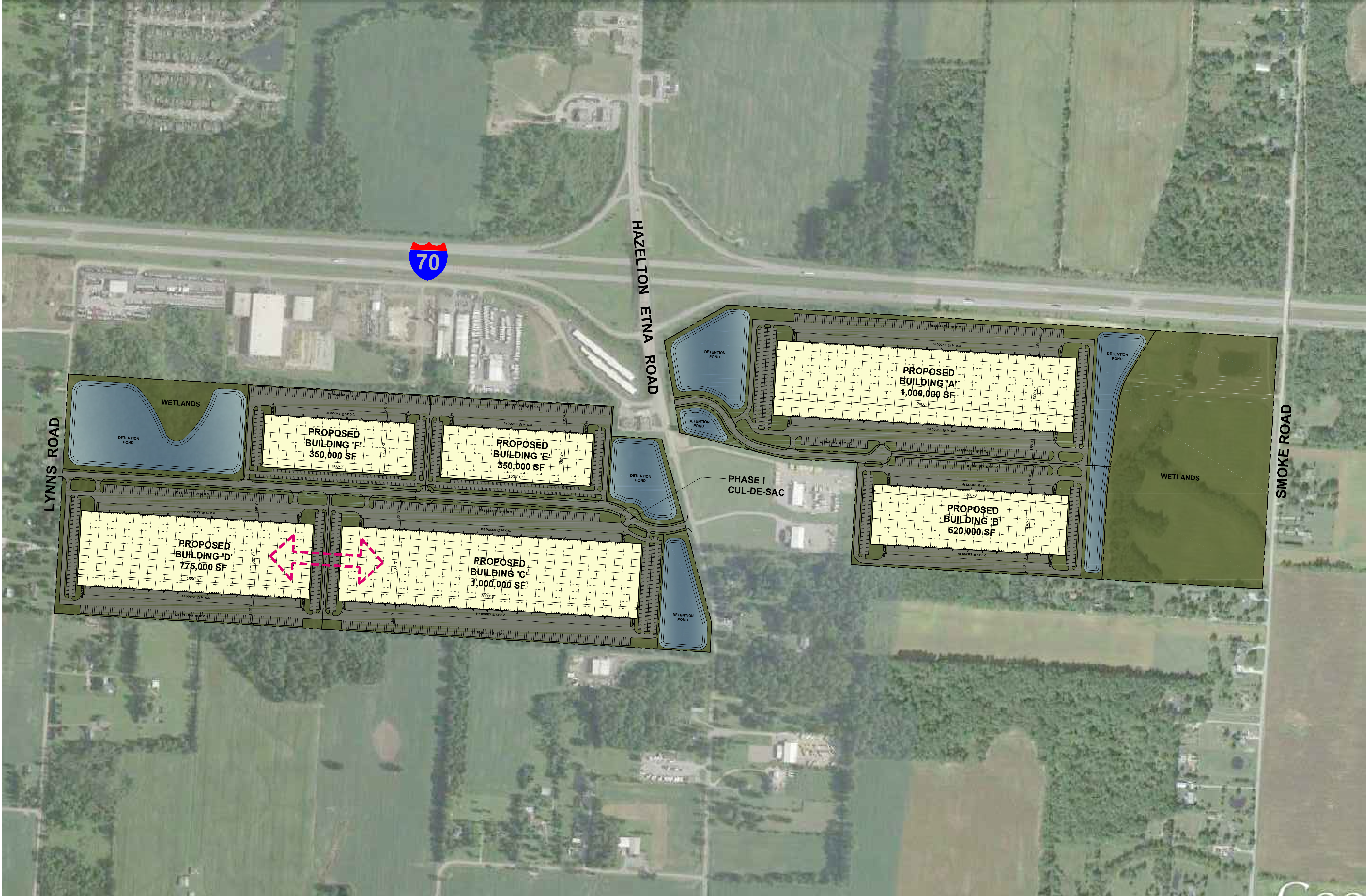
The Joint Economic Development District Contract – 4 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township and the City. The Township and City, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Community Improvements Corporation, as well as grants, low interest loans, forgivable loans.
- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements listed in the Township TIF Resolution.

- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and the West Licking Fire District (the "Fire District"). The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

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



PRELIMINARY

SEAL	
CLAYCO THE ART & SCIENCE OF BUILDING 35 E. WACKER DRIVE CHICAGO, ILLINOIS 60601 PH 312.658.0717 FX 314.429.1890	
Architect	FORUM
Civil Engineer	CONSULTANT NAME
Structural Engineer	CONSULTANT NAME
Landscape Architect	CONSULTANT NAME
Interior Architect	CONSULTANT NAME
MEP Engineer	CONSULTANT NAME
PROJECT:	
ETNA MASTER PLAN	
LICKING COUNTY, OHIO	
Developer	
DRAWING ISSUE 04/21/2016	
Description	Date
Drawing Title	
SITE PLAN	
Drawing No.	
SK-1	
Clayco Job No.	###-###-###
Consult Job No.	###-###-###
XXX	

Exhibit B
Etna-Reynoldsburg Joint Economic Development District #4
JEDD 4 Area

Property Owner	Property Address	Parcel #	Acreage	Current Zoning	Current Use	Vacant
Warner Farms Development Ltd.	Hazelton-Etna Rd., Etna, Ohio 43062	010-018132-00.000	133.99			
Etna Park 70 LLC	Hazelton-Etna Rd., Etna, Ohio 43062	010-018264.00-001	149.69			

Attachment: Exhibit B (JEDD 4 Contract)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2018

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

JEDD 4

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

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

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

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 4 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 283.68 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

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

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

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

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE I DEFINITIONS

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

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

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

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

“City” means the City of Reynoldsburg, Ohio.

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

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

“Fire District” means the West Licking Joint Fire District.

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

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

"JEDD 4 Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

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

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

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

this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

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

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

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

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.1.1. and 4.3 hereof,

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

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

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

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

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

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

(End of Article I)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 4.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

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

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

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

Parties also acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, and 3, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

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

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

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

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

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

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

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

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

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

2.5.2.3.2. Clearing snow and ice from streets and roads;

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

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

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

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

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

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

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

2.5.3. Other Services.

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

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

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

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

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

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the Township and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

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

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District

legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

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

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

(End of Article II)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE III THE BOARD

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

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

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

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

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office by resolution of the Board. These

officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

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

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

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

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

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

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

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

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

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

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

The Board, on behalf of the District, may:

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

compensation thereof which shall be payable from any available funds of the District.

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

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

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

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating

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

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

(End of Article III)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

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

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

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

4.2.1. From the Gross Revenue, paid in the following order of priority:

4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3.

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

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated

with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost.

4.2.2. From the Net Revenue:

4.2.2.1. Fifteen percent (15%) to the City of Reynoldsburg;

4.2.2.2. Twenty percent (20%) to the Board Improvement Account;

4.2.2.3. Five percent (5%) to the Licking County Transportation Improvement District (“TID”) , provided, however, that should the TID cease to exist during the term of this Contract, the payment otherwise to be made to the TID shall be made directly to the Licking County Engineer;

4.2.2.4. Five percent (5%) to the Career and Technology Centers of Licking county (“C-Tech”);

4.2.2.5. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, ten percent (10%) to the Licking County Commissioners;

4.2.2.6. To the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.5.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 4 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the

duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals (\$_____) (hereafter the “Total Sum”), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township under Section 4.2.2.7.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney’s fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

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

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under

this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

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

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

(End of Article V)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

ARTICLE VI MISCELLANEOUS

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

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

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon,

for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

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

Section 6.6 Annexation, Property Taxes. During the term of this Contract, the City shall not permit or accept the annexation of any properties located within the territory of the JED District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of

anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

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

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

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

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

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract

unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

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

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

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

Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

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

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

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

(End of Article VI)

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

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

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD 4 Contract - Clean Version- 8-31-18 (JEDD 4 Contract)

PUBLIC NOTICE AD FOR JEDD

FAX TRANSMISSION

TO: The Advocate
22 N 1st St
Newark OH 43055
Phone Number: (740) 345-4053

FROM: Walter Rogers, Fiscal Officer
ETNA TOWNSHIP

DATE: _____

RE: NOTICE OF PUBLIC HEARING

Please publish the following notice in the Legal Notice section of your publication on _____, the _____ day of _____, 2018.

Notice of Public Hearing Etna – Reynoldsburg Joint Economic Development District

The Board of Trustees of Etna Township proposes to enter into a Contract to create a Joint Economic Development District with the City of Reynoldsburg to facilitate economic development, create and preserve jobs and employment opportunities, and improve the economic welfare of the people in the Township, the Joint District, and the State.

A public hearing on the proposed Etna – Reynoldsburg Joint Economic Development District Contract will be held at _____ a.m./p.m. on the _____ day of _____, 2018, in the meeting room of the Etna Township Administration Building, 81 Liberty Street, Etna, Ohio, at which time township residents and interested persons may make comments and recommendations, ask questions and be heard.

A copy of the proposed Contract, with related district maps and plans, is on file at the office of the Township Fiscal Officer, at the Etna Township Administration Building, address as provided above, for public examination during normal business hours.

By Order Of
Walter Rogers, Fiscal Officer

cc: *Board of Trustees*
Clerk
City Attorney
Meeting Notice File
JEDD File
Minutes

Attachment: PUBLIC NOTICE AD FOR JEDD (JEDD 4 Contract)

BOARD OF TRUSTEES**ETNA TOWNSHIP, LICKING COUNTY, OHIO****RESOLUTION No. _____****RESOLUTION PROVIDING FOR ACCEPTANCE OF THE ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT – 4 CONTRACT IN ITS PRESENT FORM AND FOR A PUBLIC HEARING ON THE CONTRACT**

The Board of Trustees of Etna Township, Licking County, Ohio met in a _____ meeting on _____, 2018 at 81 Liberty Street with the following members present:

John Carlisle, President

Randy Foor, Vice-President

John Johnson, Trustee

Trustee _____ moved the following:

WHEREAS, the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”) have negotiated and intend to enter into the Etna-Reynoldsburg Joint Economic Development District Contract (the “Contract”) to create and provide for the operation of the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD-4”) in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP, LICKING COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. The Board hereby approves the form of the Contract now on file with the Fiscal Officer subject to any revisions thereto following the public hearing provided for herein and to final approval by this Board.

Section 2. The Township shall hold a public hearing concerning the Contract commencing at _____ a.m./p.m. on the _____ day of _____, 2018, at 81 Liberty Street, Etna, Ohio. The public hearing shall allow for public comment and recommendations on the proposed Contract. The Township may include in the Contract any of those recommendations prior to final approval of the Contract. The Fiscal Officer is authorized and requested to cause notice of the time and place of the public hearing to be published in the Pataskala Standard, which is a newspaper of general circulation in the Township, 30 days prior to the public hearing.

Resolution # _____

Attachment: Resolution Accepting JEDD 4 Contract and Setting Public Hearing (JEDD 4 Contract)

BOARD OF TRUSTEES

ETNA TOWNSHIP, LICKING COUNTY, OHIO

Section 3. The Board further directs that a copy of the Contract, together with a description of the area or areas to be included in the District, including a map, and the economic development plan for the district that include a schedule for the provision of any new, expanded, or additional services, facilities, improvements, and a schedule for the collection of any income tax to be levied, shall be available for public inspection, in the office of the Township Fiscal Officer.

Section 4. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 5. This Resolution shall take effect at the earliest time provided by law.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follow:

YEAS: _____ * _____ *

NAYS _____ * _____ *

The motion carried and the Resolution was adopted.

Attest: _____
Walter Rogers, Fiscal Officer

CERTIFICATE

State of Ohio, Licking County

I, the undersigned Fiscal office of Etna Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number _____ is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Etna Township at its _____ meeting held on _____, 2018 as was recorded in the official proceedings of the Board.

Walter Rogers, Fiscal Officer

Resolution # _____

Attachment: Resolution Accepting JEDD 4 Contract and Setting Public Hearing (JEDD 4 Contract)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2018

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

JEDD 4

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

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

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

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 4 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 283.68 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

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

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

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

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

ARTICLE I DEFINITIONS

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

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

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

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

“City” means the City of Reynoldsburg, Ohio.

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

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

“Fire District” means the West Licking Joint Fire District.

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

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

"JEDD 4 Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

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

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

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

this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

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

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

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

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.1.1. and 4.3 hereof,

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

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

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

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

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

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

(End of Article I)

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 4.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

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

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

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

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

Parties also acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, and 3, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

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

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

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

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

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

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

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

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

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

2.5.2.3.2. Clearing snow and ice from streets and roads;

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

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

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

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

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

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

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

2.5.3. Other Services.

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

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

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

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

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

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the Township and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

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

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District

legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

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

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

(End of Article II)

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

ARTICLE III THE BOARD

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

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

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

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

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office by resolution of the Board. These

officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

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

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

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

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

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

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

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

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

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

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

The Board, on behalf of the District, may:

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

compensation thereof which shall be payable from any available funds of the District.

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

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

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

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating

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

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

(End of Article III)

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

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

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

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

4.2.1. From the Gross Revenue, paid in the following order of priority:

4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3.

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

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated

with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost.

4.2.2. From the Net Revenue:

4.2.2.1. Fifteen percent (15%) to the City of Reynoldsburg;

4.2.2.2. Twenty percent (20%) to the Board Improvement Account;

4.2.2.3. Five percent (5%) to the Licking County Transportation Improvement District (“TID”) , provided, however, that should the TID cease to exist during the term of this Contract, the payment otherwise to be made to the TID shall be made directly to the Licking County Engineer;

4.2.2.4. Five percent (5%) to the Career and Technology Centers of Licking county (“C-Tech”);

4.2.2.5. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, ten percent (10%) to the Licking County Commissioners;

4.2.2.6. To the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.5.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 4 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the

duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals (\$_____) (hereafter the “Total Sum”), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township under Section 4.2.2.7.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney’s fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

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

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under

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this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

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

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

(End of Article V)

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ARTICLE VI MISCELLANEOUS

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

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

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon,

for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

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

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

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

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and the Developer, CRG Acquisitions, LLC, its affiliates, successors, nominees and/or assigns (collectively, “CRG”), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by CRG to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or

action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

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

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

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

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

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

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed

sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

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

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

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

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

(End of Article VI)

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

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

ETNA TOWNSHIP BOARD OF TRUSTEES

 By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

 John B. Albers II, Esq.
 Attorney for Township

CITY OF REYNOLDSBURG

 By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

 James E. Hood, Esq.
 City Attorney

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD 4 Contract - 9-11-18 (JEDD 4 Contract)

Notice of Public Hearing
Etna-Reynoldsburg Joint Economic Development District

The City of Reynoldsburg (the “City”) proposes to enter into Contract to create Joint Economic Development District (the “District”) with the Township of Etna (the “Township”) to facilitate economic development, create and preserve jobs and employment opportunities, and improve the economic welfare of the people of the State, the County of Licking, the Township, the City and the District.

A public hearing on the proposed District Contracts will be held at 7:30 p.m. on the day of November 13, 2018 in the Council Chambers of the City of Reynoldsburg Municipal Building, 7232 East Main Street, Reynoldsburg, Ohio, at which time City residents and interested persons may make comments and recommendations, ask questions and be heard.

A copy of the proposed Contract, with related Zone maps and the economic development plan, is on file at the office of the Clerk of Council office, at the City of Reynoldsburg Municipal Building, address as provided above, for public examination during normal business hours.

April Beggerow
Clerk of Council

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: September 24, 2018

TO: Development, Parks and Recreation Committee

RE: Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Parks & Recreation Department; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Requesting emergency passage to enable the Parks and Recreation Department to begin securing talent, stage, etc. for the 2019 Tomato Festival. Many organizations require a deposit to save your date.

The City of Reynoldsburg has received a donation from Reynoldsburg Festivals Inc., in the amount of \$13,432.74 for the 2019 Tomato Festival.

Requesting Council appropriate the monies from the unappropriated general fund and appropriate to account number 110.340.5303, Community Events.

CITY OF REYNOLDSBURG
PARKS AND RECREATION DEPARTMENT

DONNA BAUMAN
DIRECTOR OF PARKS AND RECREATION
(614) 322-6879 voice
(614) 322-6880 fax
dbauman@ci.reynoldsburg.oh.us

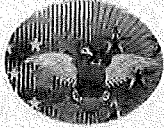
MEMORANDUM

DATE: August 13, 2018
TO: Stephen Cicak
CC: Mayor Brad McCloud
RE: Reynoldsburg Festivals Inc

Reynoldsburg Parks and Recreation received the Reynoldsburg Festivals Inc. Tomato Festival Sponsorship for \$13,432.74.00 (8/13/18 #195408).

The Parks and Recreation Director will appropriate these monies through the legislative process. Date to be determined.

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES. **SECURE** PAPER CONTAINS TONER ADHESION PROTECTION AND A METALLIC HOLOGRAM.

HEARTLAND BANK  **CASHIER'S CHECK** **195408**

CITY OF REYNOLDSBURG **56-933/441**
GAHANNA, OH

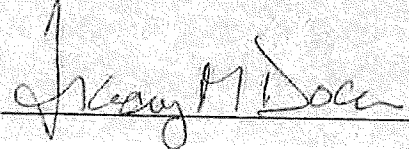
DATE August 13, 2018

PAY TO THE ORDER OF **\$ 13,432.74**

AMOUNT **** Thirteen Thousand Four Hundred Thirty Two and 74/100****

MEMO REYNOLDSBURG FESTIVALS INC.

Remitter TOMATO FESTIVAL



195408 044109336 5000000

Attachment: 20180824135639849 (Tomato Festival Donation)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: September 24, 2018****TO: Development, Parks and Recreation Committee****RE: Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Parks and Recreation Department; AND DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Requesting emergency passage to enable the Parks and Recreation Department to begin securing talent, stage, etc. for the 2019 Tomato Festival. Many organizations require a deposit to save your date.

Requesting Council appropriate \$15,000 from the unappropriated General Fund into account number 110.340.5303. These monies along with the donation from Reynoldsburg Festivals Inc. will be used for the 2019 Tomato Festival.

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

DATE: September 24, 2018

TO: Development Department

RE: ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Ordinance to Amend Ordinances 113-15.

These amendments are to raise the levied income tax from 1.5% to 2% within JEDD's 1 & 2. The JEDD boards and township trustees have passed this legislation

**Joint Economic Development District No. 1
Board Meeting Minutes
August 21, 2018**

The First Regular Meeting of the Board of Trustees of Joint Economic Development District No. 1, Etna Township, Licking County, Ohio was held pursuant to notice on August 21, 2018 at 3:00 p.m. at the Etna Township Hall, 81 Liberty Street, Etna, Ohio 43018.

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

At 3:00 p.m. the meeting was called to order and the pledge of allegiance and roll call were dispensed with. Trustees present having been duly appointed pursuant to the JEDD Contract and Ohio Law were John Carlisle and Andrew Bowsher. Also present was John Albers and Catina Taylor of the law firm of Albers and Albers.

B. PUBLIC FORUM

There were no members of the general public present.

C. NEW BUSINESS

John Albers addressed the Board and explained the contents of the JEDD #1 Board Organizational Outline provided. The Board briefly reviewed the Outline. The Board discussed that it will be governed by a three person board since there are no businesses currently located in the JED District. John Albers explained the appointment of officers and their duties and the resolutions which the Board would be asked to consider at the first meeting.

- **Resolution to Adopt Bylaws**

Motion was made by John Carlisle, seconded by Andrew Bowsher to approve the proposed Bylaws. Vote: All Aye. No third member yet appointed. Resolution No. 18-01 approved.

- **Resolution Appointing Board Member No. 3 (Chairman) to JEDD Board**

Motion was made by John Carlisle, seconded by Andrew Bowsher to appoint Mark Schaff as Board Member No. 3, Chairman of the JEDD 1 Board of Trustees. Vote: All Aye. Third Board Member present but did not vote. Resolution No. 18-02 approved.

- **Resolution to Elect a Vice-Chair, a Secretary, and a Treasurer**

Nominations were taken to appoint John Carlisle as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Thereupon nominations were closed there being no other nominations offered. John Carlisle moved to appoint himself as Vice-Chair and Andrew Bowsher as Secretary and Treasurer, after Trustee Carlisle briefly enumerated the responsibilities of Secretary and Treasurer for Andrew Boshier. Seconded by Andrew Bowsher. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-03 approved.

- **Resolution Levying Income Tax Pursuant to the JEDD 1 Contract**

Thereafter, Andrew Bowsher moved the adoption of a resolution to impose an income tax rate of 1 ½% in the District, said rate increasing to 2% without further action of the Board effective immediately upon amendment of the JEDD 1 contract by and between Etna Township and the City of Reynoldsburg. Seconded by John Carlisle. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-04 approved.

- **Resolution Authorizing Designated Signator**

Andrew Bowsher moved to appoint John Carlisle as the person authorized to execute all documents in behalf of the JEDD 1 Board. Seconded by Mark Schaff. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-05 approved.

- **Resolution Retaining Legal Counsel**

John Carlisle moved to retain John Albers, Albers and Albers Attorneys at Law as legal counsel for the JEDD 1 Board at a rate of \$250.00 per hour. Seconded by Andrew Bowsher. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-06 approved.

- **Resolution Appointing a Prevailing Wage Coordinator**

John Carlisle moved to appoint Karla Somar to be the Prevailing Wage Coordinator pursuant to Ohio Revised Code Section 4115.071 in connection with the construction of public improvements and making related authorizations. Said coordinator to be paid \$30.00 per hour plus standard mileage. Seconded by Mark Schaff. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-07 approved.

D. FUTURE MEETING ITEMS

John Albers briefly addressed the need for District Board to reconvene for purposes of, among other things, adopting a budget and appropriations resolution, approving a tax agreement with the City of Reynoldsburg and adopting a resolution setting public records policy and records retention policies. John Albers also indicated that he had researched the matter and that the Township's current insurance carrier, OTARMA, has indicated that additional coverage can be purchased from them for coverage of the JEDD 1 Board. John Albers was asked to pursue and bind, if possible, such coverage.

E. COMMENTS FROM BOARD MEMBERS

There were no further comments or questions by Board Members.

F. MOTION TO ADJOURN

Motion by John Carlisle, Seconded by Andrew Bowsher to adjourn. Vote:
All Aye. Meeting adjourned at 3:30 p.m.

**Joint Economic Development District No. 2
Board Meeting Minutes
August 21, 2018**

The First Regular Meeting of the Board of Trustees of Joint Economic Development District No. 2, Etna Township, Licking County, Ohio was held pursuant to notice on August 21, 2018 at 3:30 p.m. at the Etna Township Hall, 81 Liberty Street, Etna, Ohio 43018.

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

At 3:30 p.m. the meeting was called to order and the pledge of allegiance and roll call were dispensed with. Trustees present having been duly appointed pursuant to the JEDD Contract and Ohio Law were John Carlisle, Andrew Bowsher, and Charles Hagy. Steve Angle was absent. The fifth Board Member was present but did not participate until appointed pursuant to resolution. Also present was John Albers and Catina Taylor of the law firm of Albers and Albers.

B. PUBLIC FORUM

There were no members of the general public present.

C. NEW BUSINESS

John Albers addressed the Board and explained the contents of the JEDD #2 Board Organizational Outline provided. The Board briefly reviewed the Outline. The Board discussed that it will be governed by a five person board. John Albers explained the appointment of officers and their duties and the resolutions which the Board would be asked to consider at the first meeting.

- **Resolution to Adopt Bylaws**

Motion was made by John Carlisle, seconded by Andrew Bowsher to approve the proposed Bylaws. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Angle Absent. No fifth member yet appointed. Resolution No. 18-01 approved.

- **Resolution Appointing Board Member No. 5 (Chairman) to JEDD Board**

Motion was made by John Carlisle, seconded by Andrew Bowsher to appoint Mark Schaff as Board Member No. 5, Chairman of the JEDD 2 Board of Trustees. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Angle Absent. Fifth Board Member present but did not vote. Resolution No. 18-02 approved.

- **Resolution to Elect a Vice-Chair, a Secretary, and a Treasurer**

Nominations were taken to appoint John Carlisle as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Thereupon nominations were closed there being no other nominations offered. John Carlisle moved to appoint himself as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Seconded by Andrew Bowsher. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-03 approved.

- **Resolution Levying Income Tax Pursuant to the JEDD 2 Contract**

Thereafter, John Carlisle moved the adoption of a resolution to impose an income tax rate of 1 ½% in the District, said rate increasing to 2% without further action of the Board effective immediately upon amendment of the JEDD 2 contract by and between Etna Township and the City of Reynoldsburg. Seconded by Andrew Bowsher. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-04 approved.

- **Resolution Authorizing Designated Signator**

John Carlisle moved to appoint John Carlisle as the person authorized to execute all documents in behalf of the JEDD 2 Board. Seconded by Mark Schaff. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-05 approved.

- **Resolution Retaining Legal Counsel**

Mark Schaff moved to retain John Albers, Albers and Albers Attorneys at Law as legal counsel for the JEDD 2 Board at a rate of \$250.00 per hour. Seconded by Charles Hagy. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-06 approved.

- **Resolution Appointing a Prevailing Wage Coordinator**

Charles Hagy moved to appoint Karla Somar to be the Prevailing Wage Coordinator pursuant to Ohio Revised Code Section 4115.071 in connection with the construction of public improvements and making related authorizations. Said coordinator to be paid \$30.00 per hour plus standard mileage. Seconded by Mark Schaff. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-07 approved.

D. FUTURE MEETING ITEMS

John Albers briefly addressed the need for District Board to reconvene for purposes of, among other things, adopting a budget and appropriations resolution, approving a tax agreement with the City of Reynoldsburg and adopting a resolution setting public records policy and records retention policies. John Albers also indicated that he had researched the matter and that the Township's current insurance carrier, OTARMA, has indicated that additional coverage can be purchased from them for coverage of the JEDD 2 Board. John Albers was asked to pursue and bind, if possible, such coverage.

E. COMMENTS FROM BOARD MEMBERS

There were no further comments or questions by Board Members.

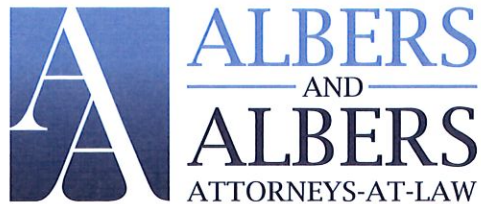
F. MOTION TO ADJOURN

Motion by John Carlisle, Seconded by Andrew Bowsher to adjourn. Vote: All Aye. Meeting adjourned at 4:00 p.m.

JAMES B. ALBERS (Ret.)

JOHN B. ALBERS II

ASHLEY B. HETZEL

HERBERT F. ALBERS
(1896-1960)Of Counsel:
SEAN A. McCARTER
JAMES S. ALBERS

August 22, 2018

HAND DELIVERED

Andrew Bowsher
Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Amendment No. 1 to Joint Economic Development District Contracts 1 & 2

Dear Andrew:

I just wanted to summarize again for you the reasons for the above. As I indicated, at the time that the JEDD 1 and JEDD 2 contracts were finalized, the City's income tax rate was 1 ½%. When the City's rate was elevated to 2 ½%, the Township decided to implement a 2% rate for the JEDD 3 District, and decided to revisit JEDDs 1 and 2 to increase the rate to 2%. As John Carlisle indicated, the Township has not wanted to elevate the rate beyond 2% so as to remain commensurate with the rate in the JEDZ areas and to remain competitive with other local development areas. Please understand that if the Township and City agree, the rate could be elevated to the City's highest rate in the future, if the parties so desire.

Enclosed please find three original JEDD 1 Amendment No. 1 Contracts. Please have all three originals signed where indicated (3 signatures), retain an original for the City and return two originals to my office. Also enclosed, please find three original JEDD 2 Amendment No. 1 Contracts. Again, please have all three originals signed where indicated (3 signatures), retain an original for the City and return two originals to my office.

Page 2 of 2
August 22, 2018

You have asked that we provide proposed language for the City to review related to the above. We have included a copy of the Township Resolution approving the same. Of course, revise it as you see fit. Please note that the Township approved the Amendment at its meeting last night, so the Amendment will go into effect immediately upon approval of the same by the City of Reynoldsburg.

Thank you for your assistance with this matter.

Sincerely,



John Albers

Enclosures

Attachment: 20180822124527838 (Amend 113-15 JEDD 1)

ORIGINAL

**BOARD OF TOWNSHIP TRUSTEES
ETNA TOWNSHIP**

RESOLUTION No. 1808-2103

**RESOLUTION APPROVING AMENDMENT NO. 1 TO JEDD CONTRACT
NO. 1 AND AMENDMENT NO. 1 TO JEDD CONTRACT NO. 2, BOTH
CONTRACTS WITH THE CITY OF REYNOLDSBURG, INCREASING
THE INCOME TAX RATE TO TWO PERCENT (2%) WITHIN BOTH
JOINT ECONOMIC DEVELOPMENT DISTRICTS**

The Board of Trustees of Etna Township, Licking County, Ohio met in a regular meeting pursuant to notice on the 21st day of August, 2018 at the Etna Township Hall, Etna, Ohio with the following members present: John Carlisle, Randy Foor, and Jeff Johnson.

John Carlisle moved the following:

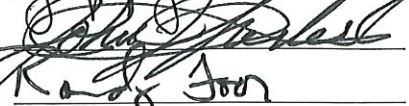
BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP THAT THE FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:

Section 1. That Amendment No. 1 to JEDD Contract No. 1, and Amendment No. 1 to JEDD Contract No. 2, both with the City of Reynoldsburg, be approved increasing the income tax rate levied within both Districts from one and one-half percent (1 ½%) to two percent (2%), and authorize John Carlisle and Walter Rogers to execute the same in behalf of the Township.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 3. This Resolution shall become effective immediately on the date of approval.

Jeff Johnson seconded the Resolution and the roll being called, the vote resulted as follows:

	(Yea/Nay)
	(Yea/Nay)
	(Yea/Nay)

The motion carried and the Resolution was adopted.

Attest: Walter Rogers
Secretary, Board of Trustees

Attachment: 20180822124527838 (Amend 113-15 JEDD 1)

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

DATE: September 24, 2018

TO: Development Department

RE: ORDINANCE TO AMEND ORDINANCE 114-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Ordinance to Amend Ordinances 114-15.

These amendments are to raise the levied income tax from 1.5% to 2% within JEDD's 1 & 2. The JEDD boards and township trustees have passed this legislation

**Joint Economic Development District No. 1
Board Meeting Minutes
August 21, 2018**

The First Regular Meeting of the Board of Trustees of Joint Economic Development District No. 1, Etna Township, Licking County, Ohio was held pursuant to notice on August 21, 2018 at 3:00 p.m. at the Etna Township Hall, 81 Liberty Street, Etna, Ohio 43018.

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

At 3:00 p.m. the meeting was called to order and the pledge of allegiance and roll call were dispensed with. Trustees present having been duly appointed pursuant to the JEDD Contract and Ohio Law were John Carlisle and Andrew Bowsher. Also present was John Albers and Catina Taylor of the law firm of Albers and Albers.

B. PUBLIC FORUM

There were no members of the general public present.

C. NEW BUSINESS

John Albers addressed the Board and explained the contents of the JEDD #1 Board Organizational Outline provided. The Board briefly reviewed the Outline. The Board discussed that it will be governed by a three person board since there are no businesses currently located in the JED District. John Albers explained the appointment of officers and their duties and the resolutions which the Board would be asked to consider at the first meeting.

- **Resolution to Adopt Bylaws**

Motion was made by John Carlisle, seconded by Andrew Bowsher to approve the proposed Bylaws. Vote: All Aye. No third member yet appointed. Resolution No. 18-01 approved.

- **Resolution Appointing Board Member No. 3 (Chairman) to JEDD Board**

Motion was made by John Carlisle, seconded by Andrew Bowsher to appoint Mark Schaff as Board Member No. 3, Chairman of the JEDD 1 Board of Trustees. Vote: All Aye. Third Board Member present but did not vote. Resolution No. 18-02 approved.

- **Resolution to Elect a Vice-Chair, a Secretary, and a Treasurer**

Nominations were taken to appoint John Carlisle as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Thereupon nominations were closed there being no other nominations offered. John Carlisle moved to appoint himself as Vice-Chair and Andrew Bowsher as Secretary and Treasurer, after Trustee Carlisle briefly enumerated the responsibilities of Secretary and Treasurer for Andrew Boshier. Seconded by Andrew Bowsher. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-03 approved.

- **Resolution Levying Income Tax Pursuant to the JEDD 1 Contract**

Thereafter, Andrew Bowsher moved the adoption of a resolution to impose an income tax rate of 1 ½% in the District, said rate increasing to 2% without further action of the Board effective immediately upon amendment of the JEDD 1 contract by and between Etna Township and the City of Reynoldsburg. Seconded by John Carlisle. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-04 approved.

- **Resolution Authorizing Designated Signator**

Andrew Bowsher moved to appoint John Carlisle as the person authorized to execute all documents in behalf of the JEDD 1 Board. Seconded by Mark Schaff. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-05 approved.

- **Resolution Retaining Legal Counsel**

John Carlisle moved to retain John Albers, Albers and Albers Attorneys at Law as legal counsel for the JEDD 1 Board at a rate of \$250.00 per hour. Seconded by Andrew Bowsher. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-06 approved.

- **Resolution Appointing a Prevailing Wage Coordinator**

John Carlisle moved to appoint Karla Somar to be the Prevailing Wage Coordinator pursuant to Ohio Revised Code Section 4115.071 in connection with the construction of public improvements and making related authorizations. Said coordinator to be paid \$30.00 per hour plus standard mileage. Seconded by Mark Schaff. Vote: Bowsher Yes; Carlisle Yes; Schaff Yes. Resolution No. 18-07 approved.

D. FUTURE MEETING ITEMS

John Albers briefly addressed the need for District Board to reconvene for purposes of, among other things, adopting a budget and appropriations resolution, approving a tax agreement with the City of Reynoldsburg and adopting a resolution setting public records policy and records retention policies. John Albers also indicated that he had researched the matter and that the Township's current insurance carrier, OTARMA, has indicated that additional coverage can be purchased from them for coverage of the JEDD 1 Board. John Albers was asked to pursue and bind, if possible, such coverage.

E. COMMENTS FROM BOARD MEMBERS

There were no further comments or questions by Board Members.

F. MOTION TO ADJOURN

Motion by John Carlisle, Seconded by Andrew Bowsher to adjourn. Vote:
All Aye. Meeting adjourned at 3:30 p.m.

**Joint Economic Development District No. 2
Board Meeting Minutes
August 21, 2018**

The First Regular Meeting of the Board of Trustees of Joint Economic Development District No. 2, Etna Township, Licking County, Ohio was held pursuant to notice on August 21, 2018 at 3:30 p.m. at the Etna Township Hall, 81 Liberty Street, Etna, Ohio 43018.

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

At 3:30 p.m. the meeting was called to order and the pledge of allegiance and roll call were dispensed with. Trustees present having been duly appointed pursuant to the JEDD Contract and Ohio Law were John Carlisle, Andrew Bowsher, and Charles Hagy. Steve Angle was absent. The fifth Board Member was present but did not participate until appointed pursuant to resolution. Also present was John Albers and Catina Taylor of the law firm of Albers and Albers.

B. PUBLIC FORUM

There were no members of the general public present.

C. NEW BUSINESS

John Albers addressed the Board and explained the contents of the JEDD #2 Board Organizational Outline provided. The Board briefly reviewed the Outline. The Board discussed that it will be governed by a five person board. John Albers explained the appointment of officers and their duties and the resolutions which the Board would be asked to consider at the first meeting.

- **Resolution to Adopt Bylaws**

Motion was made by John Carlisle, seconded by Andrew Bowsher to approve the proposed Bylaws. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Angle Absent. No fifth member yet appointed. Resolution No. 18-01 approved.

- **Resolution Appointing Board Member No. 5 (Chairman) to JEDD Board**

Motion was made by John Carlisle, seconded by Andrew Bowsher to appoint Mark Schaff as Board Member No. 5, Chairman of the JEDD 2 Board of Trustees. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Angle Absent. Fifth Board Member present but did not vote. Resolution No. 18-02 approved.

- **Resolution to Elect a Vice-Chair, a Secretary, and a Treasurer**

Nominations were taken to appoint John Carlisle as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Thereupon nominations were closed there being no other nominations offered. John Carlisle moved to appoint himself as Vice-Chair and Andrew Bowsher as Secretary and Treasurer. Seconded by Andrew Bowsher. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-03 approved.

- **Resolution Levying Income Tax Pursuant to the JEDD 2 Contract**

Thereafter, John Carlisle moved the adoption of a resolution to impose an income tax rate of 1 ½% in the District, said rate increasing to 2% without further action of the Board effective immediately upon amendment of the JEDD 2 contract by and between Etna Township and the City of Reynoldsburg. Seconded by Andrew Bowsher. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-04 approved.

- **Resolution Authorizing Designated Signator**

John Carlisle moved to appoint John Carlisle as the person authorized to execute all documents in behalf of the JEDD 2 Board. Seconded by Mark Schaff. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-05 approved.

- **Resolution Retaining Legal Counsel**

Mark Schaff moved to retain John Albers, Albers and Albers Attorneys at Law as legal counsel for the JEDD 2 Board at a rate of \$250.00 per hour. Seconded by Charles Hagy. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-06 approved.

- **Resolution Appointing a Prevailing Wage Coordinator**

Charles Hagy moved to appoint Karla Somar to be the Prevailing Wage Coordinator pursuant to Ohio Revised Code Section 4115.071 in connection with the construction of public improvements and making related authorizations. Said coordinator to be paid \$30.00 per hour plus standard mileage. Seconded by Mark Schaff. Vote: Carlisle Yes; Bowsher Yes; Hagy Yes; Schaff Yes; Angle Absent. Resolution No. 18-07 approved.

D. FUTURE MEETING ITEMS

John Albers briefly addressed the need for District Board to reconvene for purposes of, among other things, adopting a budget and appropriations resolution, approving a tax agreement with the City of Reynoldsburg and adopting a resolution setting public records policy and records retention policies. John Albers also indicated that he had researched the matter and that the Township's current insurance carrier, OTARMA, has indicated that additional coverage can be purchased from them for coverage of the JEDD 2 Board. John Albers was asked to pursue and bind, if possible, such coverage.

E. COMMENTS FROM BOARD MEMBERS

There were no further comments or questions by Board Members.

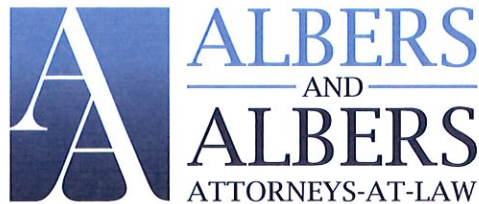
F. MOTION TO ADJOURN

Motion by John Carlisle, Seconded by Andrew Bowsher to adjourn. Vote: All Aye. Meeting adjourned at 4:00 p.m.

JAMES B. ALBERS (Ret.)

JOHN B. ALBERS II

ASHLEY B. HETZEL

HERBERT F. ALBERS
(1896-1960)Of Counsel:
SEAN A. McCARTER
JAMES S. ALBERS

August 22, 2018

HAND DELIVERED

Andrew Bowsher
Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Amendment No. 1 to Joint Economic Development District Contracts 1 & 2

Dear Andrew:

I just wanted to summarize again for you the reasons for the above. As I indicated, at the time that the JEDD 1 and JEDD 2 contracts were finalized, the City's income tax rate was 1 ½%. When the City's rate was elevated to 2 ½%, the Township decided to implement a 2% rate for the JEDD 3 District, and decided to revisit JEDDs 1 and 2 to increase the rate to 2%. As John Carlisle indicated, the Township has not wanted to elevate the rate beyond 2% so as to remain commensurate with the rate in the JEDZ areas and to remain competitive with other local development areas. Please understand that if the Township and City agree, the rate could be elevated to the City's highest rate in the future, if the parties so desire.

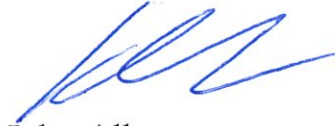
Enclosed please find three original JEDD 1 Amendment No. 1 Contracts. Please have all three originals signed where indicated (3 signatures), retain an original for the City and return two originals to my office. Also enclosed, please find three original JEDD 2 Amendment No. 1 Contracts. Again, please have all three originals signed where indicated (3 signatures), retain an original for the City and return two originals to my office.

Page 2 of 2
August 22, 2018

You have asked that we provide proposed language for the City to review related to the above. We have included a copy of the Township Resolution approving the same. Of course, revise it as you see fit. Please note that the Township approved the Amendment at its meeting last night, so the Amendment will go into effect immediately upon approval of the same by the City of Reynoldsburg.

Thank you for your assistance with this matter.

Sincerely,



John Albers

Enclosures

Attachment: 20180822124527838 (Amend 114-15 JEDD 2)

ORIGINAL

**BOARD OF TOWNSHIP TRUSTEES
ETNA TOWNSHIP**

RESOLUTION No. 1808-2103

**RESOLUTION APPROVING AMENDMENT NO. 1 TO JEDD CONTRACT
NO. 1 AND AMENDMENT NO. 1 TO JEDD CONTRACT NO. 2, BOTH
CONTRACTS WITH THE CITY OF REYNOLDSBURG, INCREASING
THE INCOME TAX RATE TO TWO PERCENT (2%) WITHIN BOTH
JOINT ECONOMIC DEVELOPMENT DISTRICTS**

The Board of Trustees of Etna Township, Licking County, Ohio met in a regular meeting pursuant to notice on the 21st day of August, 2018 at the Etna Township Hall, Etna, Ohio with the following members present: John Carlisle, Randy Foor, and Jeff Johnson.

John Carlisle moved the following:

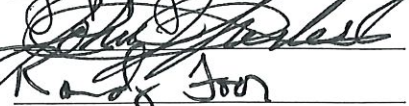
BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF ETNA TOWNSHIP THAT THE FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:

Section 1. That Amendment No. 1 to JEDD Contract No. 1, and Amendment No. 1 to JEDD Contract No. 2, both with the City of Reynoldsburg, be approved increasing the income tax rate levied within both Districts from one and one-half percent (1 ½%) to two percent (2%), and authorize John Carlisle and Walter Rogers to execute the same in behalf of the Township.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

Section 3. This Resolution shall become effective immediately on the date of approval.

Jeff Johnson seconded the Resolution and the roll being called, the vote resulted as follows:

	(Yea/Nay)
	(Yea/Nay)
	(Yea/Nay)

The motion carried and the Resolution was adopted.

Attest: Walter Rogers
Secretary, Board of Trustees

Attachment: 20180822124527838 (Amend 114-15 JEDD 2)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: September 24, 2018****TO: Development, Parks and Recreation Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND TO AN ACCOUNT IN THE PARKS &
RECREATION DEPARTMENT.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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A total of \$6,046 has been raised in sponsorship monies for the Parks and Recreation Department.

Requesting Council make the following appropriations from the unappropriated General Fund:

Appropriate \$2,500 into Account 110.340.5213 Maintenance Supplies

Appropriate \$ 546 into Account 110.340.5215 Recreational Supplies

Appropriate \$3,000 into Account 110.340.5303 Special Events

Four Seasons Garden Club \$ 500

Gold Fish Swim 200

Cotner Funeral Home 2,500

TS Tech 2,000

Heartland Bank 500

Kona Ice 346

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone**

Total \$ 6,046