



City Council
Monday July 31, 2017

Special Meeting: Following Public Hearing/Special Service Committee Meeting

Place: Council Chambers
7232 E. Main St, Reynoldsburg, OH 43068

President: DOUG JOSEPH

Ward Members: Ward I - Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

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

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Clemens
Safety: Chmn Long, Cicak, Clemens, Spalding
Service: Chmn Luzader, Clemens, Spalding, Cicak
Finance: Chmn Cotner, Long, Luzader, Skinner

* * * * *

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Special Meeting
Council Chambers, 7323 East Main Street
July 31, 2017

1. Call to Order
2. Roll Call
3. Minutes Approval
 - a. City Council – Regular Meeting – July 24, 2017
4. Approval of Agenda
5. LEGISLATION FOR ADOPTION
 - a. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 Taylor Road SW, Reynoldsburg, Ohio, from CC Community Commerce District to R-4 Single and Two-Family Residence District, Applicant, Charles W. Warner, Jr. --- Luzader. Service Committee.
 - b. A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF REYNOLDSBURG AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF REYNOLDSBURG IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN. --- Long. Finance Committee.
 - c. 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. (Second Reading 7/10/2017, Public Hearing 7/31/2017). --- Cotner. Finance Committee.
6. EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF REAL PROPERTY.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 24, 2017

President Doug Joseph called the meeting to order at 8:00 PM

PRESENT: Clemens, Long, Skinner, Cicak, Luzader, Spalding, Joseph

ABSENT: Cotner

Invocation - Councilman Chris Long

Approval of Minutes

Minutes stand approved.

- a. City Council – Public Hearing – July 10, 2017
- b. City Council – Public Hearing – July 10, 2017
- c. City Council – Regular Meeting – July 10, 2017

Approval of Agenda

Mr. Joseph: Two changes to the agenda. Remove 11a from the agenda and also on 11f we need to alter some of the information. The ordinance shows that we are replacing and repealing ordinance 77-17 passed July 10, 2017 declaring an emergency. Some of the other documents show it at a different date and ordinance number. This is to reflect the correct ordinance number and date.

Community Comments and Requests

Communications

CLERK OF COURT REPORT

Clerk read the clerk of court report into the minutes.

Reports

STORMWATER ISSUES AND EROSION IN THE CITY- KURT KELJO, FRANKLIN COUNTY SOIL AND WATER

Kurt Keljo with Franklin Soil and Water Conservation District: I'm talking about \$30,000 supporting a \$30,000 match commitment the mayor made for a grant that we have received from the Ohio EPA. The grant has been received, it's on my desk, and all I need is a signed match form to move forward with the grant. The grant will do a water quality improvement project on Columbus park land, north of Reynoldsburg. The Ohio EPA funds will essentially pay for it. It's about a \$48,000 project. What Reynoldsburg's funds will pay for is a hydrologic and a hydrolic study of Dysart Run Creek. The city will be paying for is a traffic study of Dysert Run. We've got too much traffic in Dysert Run. If we're going to address that traffic we need to know where it's coming from, where the biggest sources are, and where we can make the most difference in that traffic. Without a hydrologic and hydrolic study we don't know how to fix the traffic problem at Dysert Run. What Reynoldsburg is being asked to pay for is that study. I put together a video for you to illustrate the issues. What this is intended to do is to improve water

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quality in the creek. (Viewing Video) The water in Dysert Run is being impaired by storm water both because the quality of the water coming in and the amount of it. (Viewing Powerpoint Slide Show Presentation)

Mr. Long: I was here in 2012 the last time the project that was done in the homeowners association. Is that the one that's north of Broad and east of Waggoner back in behind the Meijer's area?

Kurt Keljo: Yes, it's right north of Dysert, north of Meijer. Between the railroad track and Meijer.

Mr. Long: Have they done enough there. Do you feel they've adequately taken care of it?

Kurt Keljo: I can't tell you because I don't have a study.

Mr. Long: So the study will also determine how effective the efforts that are being done by these upstream entities. How quickly can Bill get us the legislation to get it done?

Mr. Sampson: That's part of the challenge. Kurt and I just began discussions a couple of weeks ago on this. He approached us earlier in the year and we approached the mayor. We were interested in teaming on this and he submitted the application for the grant. He was approved and now it comes back to you for approval. It's in your court to decide, whether it's worth pursuing. I would encourage you to talk to Kurt and get the details.

Mr. Joseph: Where are the later dollars going to come from?

Kurt Keljo: It's not going to come from Reynoldsburg just because it's not in Reynoldsburg. It will be a challenge because it's all on private property. All the basins are on private property. Without that data I can't even begin to try to get the money.

Mr. Clemens: If we go through and do the research on this that you're talking about. How do we know that it's going to be handled? How do we know the people are going to do it?

Kurt Keljo: The study will tell you what Reynoldsburg could do to address that.

Mr. Sampson: One of the biggest engineering challenges that any city faces is storm water. We met with the representatives of UDF located at Waggoner and Broad and they were very receptive to coming up with a plan that would divert that water from going into Dysert ditch tributary. We can be proactive starting today. We have a problem that's been evolving.

Kurt Keljo: Without this you don't get the \$48,000 improvement and also not providing the match has negative implications in terms of our ability to get future grants. The Ohio EPA is our primary partner for storm water projects, sanitary sewer projects, creek projects and I'd rather not compromise the ability to get the grants from them in the future.

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KEY 2018 CAPITAL IMPROVEMENT PROJECTS- BILL SAMPSON & RYAN ANDREWS

Mr. Sampson: Our second report deals with the CIP. I passed out hard copies of our Capital Improvement Plan for 2018. Ryan Andrews with EMH&T is with us tonight. We started several months ago on our Capital Improvement Plan. We met with Mayor McCloud, Paul Hellman the Water Dept Manager, and Keith Kundtz the Steet Dept Manager. We evaluate what streets need to be done by the severity of the pavement surface and the traffice volume. The two projects at the top of our list are Baldwin Rd and Jackson St. Baldwin is at the top of all of our lists in terms of a street that needs to be completely redone. Baldwin includes both residential and school bus traffic. The road experiences frequent flooding, so there's storm water issues. Our proposal includes replacing the water main. This funding would come from a water CIP. One of the things that came up in our discussion, in Ryan's office, we want to be able to combine our storm water projects with our street projects. Tearing up the roads twice doesn't make sense. Jackson St also includes both residential and school bus traffic. Our proposal includes reconstructing the road and updating the design to include on street parking. Earlier this year, the Franklin County Engineers office met with Mayor McCloud and myself regarding concerns on Rodebaugh Rd. There are two aggressive curves on that road that they want to have addressed. We share this road with Truro Twp. The Mayor and I met with Jason Nicodemus the Truro Twp Administrator and Pat Mahaffey the Trustee a couple of weeks ago and they are willing to cost share this project with us. We have \$330,000 dedicated to neighborhood street resurfacing. I spoke with Donna Bauman in the Parks and Rec Dept about our parks. Part of what the levy provides us with is doing work on our streets and work in our parks. We have two parking lots that have severe pavement and storm water issues. This is the parking lot off of Livingston and the parking lot at Civic. They are consistently holding water and in very poor condition. By combining these parking lots with our street program Ryan assures me that we will get very good contractor pricing. This is close to \$4 million in street and parking lot repairs.

Ryan Andrews: I don't know if all these projects would be bid under one contract, but we would certainly bid them all at the same time. We will attract a lot of contractors and a lot of bidders, particularly if we can put these construction documents together and get things out to bid in the early part of next year. Looking to perform survey and engineering work in the next couple months, hopefully starting in September and extending through January of 2018, at which point we'll get the projects ready to go out to bid.

Mr. Sampson: We will come back in September with a proposal with legislation for each of these projects for your approval. This is our recommendation for this years application. Waggoner Road is a major thorofare in this city and it has significant pedestrian safety issues. The project is large and would be done in two phases. The first phase is E Main St to Priestly Dr, approximately 4400 linear feet. The scope of work includes reconstructing and widening the roadway, replacing the curb, gutter, and storm water system, constructing an asphalt leisure path and sidewalk with ADA ramps, installing uniform street lighting, incorporating pedestrian crossings, and replacing the existing water main. Again, tying our water main projects into our street program. I met with Kersten Carr with MORPC. She was very excited about this project. MORPC is involved in the selection process for the OPWC applications.

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Ryan Andrews: What you're seeing on the screen is a concept right now. It's a concept showing a pedestrian path, a sidewalk being added, 3 lanes of pavement instead of the narrow 2 lanes, we would incorporate a storm sewer system, so you wouldn't have steep drop offs into the roadside ditch. For OPWC we have to submit the application on September 11. We will have community involvement meeting at some point to specifically discuss this project and receive feedback. From there OPWC through MORPC, MORPC manages our district of OPWC and they'll do scoring on the project. One of the reason we like this project is because it is a high traffic volume roadway. Waggoner Rd gets about 17,000 travelers a day. That's one of the major scoring components.

Mr. Sampson: If it's approved we'll come back and seek your permission to move forward with the project. Design would occur next year and construction would begin in 2019.

Mr. Joseph: One number jumped out at me, it was 17,000 cars daily. Was any consideration given to partner with Franklin County for the balance of Waggoner Road?

Ryan Andrews: We do have to coordinate with them on the submittal of the application because a portion of Waggoner Road is currently unincorporated. When we do that that gives us an opportunity to coordinate with them on cost sharing and its a discussion we haven't had yet, but we probably will.

Mr. Joseph: Because now would be the time for both parties to do the entire road.

Mr. Sampson: You're absolutely right. We have a very good relationship with Franklin County. We've had a dialogue all year with the Franklin County Engineers office, but the first step is the application.

Mr. Joseph: I thought all parties had to be part of that application?

Ryan Andrews: They would, but as part as the process of putting together the application over the next month we will have to coordinate with them and through those discussions we'll have those conversations. We would sort out any cost sharing opportunities with them prior to submitting the application in September.

Mr.Clemens: Going back to 2018. Baldwin Road, that's a good project. Where I have a problem is we're talking about over \$600,000 to do parks and so forth and we're talking about \$330,000 to replace our streets. I think there's more money that we could get a hold of to put some asphalt down. The streets in my district are falling apart. We need some blacktop on them. I would think there's more money that we could talk to the auditor about. Maybe come up with another \$700,000. We promised the people we're going to do their streets. I understand by doing those big projects, that's nice, but we've got a lot of blacktop to lay in the city of Reynoldsburg. I would think that if we could put \$600,000 over that in our parks we could put more that \$330,000 in our blacktop in our streets.

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Mr. Harris: I have provided Mr. Sampson with projections on the amount of money that's coming in between now and the end of 2018. I think there's some additional money that can be had. There are other projects I know that people are looking at. Roofs on this building, roofs out at the street department, what are they going to do across the street at the Briarwood, the bridges in Quarry Park. It depends on how many other projects they want to do. What they've proposed tonight will certainly fit in to what we're going to have in the next 18 months. The question going forward is, what else other than what you're seeing here, are they going to want to do.

Mr. Clemens: The problem is, you drive through my section and you see half blacktop streets.

Mr. Sampson: I understand.

Mr. Luzader: I asked for a projection of \$3 to \$3 1/2 million for the next 5 years. I'm not saying that both of these parking lots in the parks don't need work, but maybe we could do one this year and one next year, transfer that money to streets.

Mr. Long: In the past, 7 to 8 years ago, I can remember we used to hold CIP meetings. Is it possible for us to do a hybrid of that for construction projects?

Mr. Hood: Anytime there's a quorum we can do that.

Mr. Long: There is a lot of discussion Bill that does need to happen and for you to carry on lengthy discussions eight times is ridiculous. I think Mr. Luzader's suggestion is a great one. Huber Park is used all of the time, it's a major thing for the Tomato Festival and Farmer's Market. Spangler is utilized, but nowhere near as often.

Mr. Sampson: I think that's a great suggestion. Thank you Mr. Long.

Mr. Long: We could do our CIP meetings at 7:00 and our regular council meetings at 7:30.

Mr. Joseph: It would be nice to have public input once they know about these meetings. At least give the public an opportunity for suggestions. Let's try to schedule some of those types of meetings when we return.

CAFR COVER ARTIST CALEB EVANS

Joni Crawford: I'm the finance manager in the auditor's office. Mr. Harris is retiring at the end of 2017 and we the auditor's staff decided to honor Mr. Harris' years of service and commitment to the City of Reynoldsburg by having the cover of our annual financial report commemorate Mr. Harris' public service career. To assist us with designing the cover we reached out to the art department at the Reynoldsburg E-STEM Early College Academy. We had 3 submissions from students and we chose the one designed by Caleb Evans. He will be an incoming junior this year at the school. Caleb was given a handful of pictures and the freedom to design the cover as he wished. To acknowledge his talent and hard work designing the cover we would like Caleb to come forward and receive a small token of our appreciation and a copy of the cover for his

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portfolio. We also included a thank you letter. We would like to present Mr. Harris with a plaque commemorating the cover. Your staff is going to miss you greatly and we hope this cover conveys how much we respect your hard work, leadership, and dedication you have given the City of Reynoldsburg. We would also like to submit a copy of the 2016 comprehensive annual report for the council for the records.

Mr. Harris: Thank you. We had the final meeting on this document with the state auditors a couple weeks ago and everything is finished. The state auditor put it on their website today. We have updated our checkbook with the state treasurer's office.

MOTIONS

MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES. --- Luzader. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Mel Clemens, Ward IV
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

MOTION TO RECESS THE MONTH OF AUGUST.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

THAT WHILE COUNCIL IS IN RECESS FOR THE MONTH OF AUGUST, 2016, THE CLERK OF COUNCIL BE AND IS HEREBY AUTHORIZED AND DIRECTED TO RETURN ANY LIQUOR PERMIT REQUESTS RECEIVED, MARKING THEM 'WITHOUT A REQUEST FOR HEARING', AS LONG AS THE REYNOLDSBURG POLICE DEPARTMENT FINDS NO REASON FOR A HEARING. IF A HEARING IS REQUIRED, A SPECIAL MEETING OF COUNCIL WILL BE CALLED.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Marshall Spalding, Ward III
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

LEGISLATION FOR EMERGENCY ADOPTION

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT/AGREEMENT BETWEEN THE CITY OF REYNOLDSBURG AND ALCOHOL, DRUG AND MENTAL HEALTH BOARD (ADAMH) OF FRANKLIN COUNTY AND ALTERNATIVE TO CREATE, DESIGN AND IMPLEMENT A MURAL FOR THE CITY OF REYNOLDSBURG AND DECLARING AN EMERGENCY. --- Skinner. Community Development Committee.

RESULT:	WITHDRAWN
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82-17

ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.008 ACRE STORM WATER EASEMENT) FROM JENNIFER R. PAUGH AND CHAD W. DAVIDSON AND DECLARING AN EMERGENCY --- Luzader. Service Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

83-17

ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.010 ACRE STORM WATER EASEMENT) FROM WILLIAM WILLIS AND MAGDALENA KUSAKOVA AND DECLARING AN EMERGENCY --- Luzader. Service Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

84-17

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RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (WAGGONER ROAD IMPROVEMENTS) AND DECLARING AN EMERGENCY. (FIRST READING 7/24/2017~ REQUESTING EMERGENCY ADOPTION AT SECOND READ). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

85-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Marshall Spalding, Ward III
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

86-17

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 77-17 PASSED JULY 10, 2017 AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

Amend legislation to correct erroneous information: Motion to amend by Councilman Long, Second by Councilman Skinner.

The Clerk Called the roll: Luzader "Aye", Spalding "Aye", Clemens "Aye", Long "Aye", Skinner "Aye", Cicak "Aye". Motion to amend carries.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

87-17

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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING IT AN EMERGENCY. (FIRST READING 7/10/2017). --
- Cotner. Service Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Brett Luzader, Ward II
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

88-17

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY. (FIRST READING 7/10/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Marshall Spalding, Ward III
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

89-17

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY. (FIRST READING 7/10/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Long, Skinner, Cicak, Luzader, Spalding
ABSENT:	Cotner

LEGISLATION FOR FIRST READING

ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR DEBT SERVICE PAYMENTS --- Cotner. Finance Committee.

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RESULT: REFERRED TO COMMITTEE

Next: 9/11/2017 7:33 PM

LEGISLATION FOR SECOND READING

90-17

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 TAYLOR ROAD SW, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO R-4 SINGLE AND TWO-FAMILY RESIDENCE DISTRICT, APPLICANT, CHARLES W. WARNER, JR. --- Luzader. Service Committee.

Mr. Snowden: This was reviewed by the Planning Commission at the July 6 meeting of the Planning Commission where we received a recommendation for approval. I'm not aware of any other concerns being raised by members of the commission or the council. Mr. David Hodge is here representing the applicant. Given councils recess and the nature of the one lot zoning Mr. Hodge would like to request the council either approve the item as an emergency or waive the third reading and subsequently approve the item tonight, in which case the 30 day waiting period if someone wanted to carry out a referendum against this ordinance that would be possible.

Mr. Hodge: I'm an attorney with law firm Hill and Hodge and I represent the owner of the property Charles Warner. My address is 8000 Walton Parkway, New Albany, OH 43054. I would like to request the council adopt this legislation either by emergency or by an amendment to the rules to allow the property to be zoned immediately.

Mr. Luzader: Seeing that there are no objections from the Planning Commission and there hasn't been any objections in the Service Committee and based on the recommendations of our Planning Administrator I would like to make a motion that we suspend the rules for the mandatory committee referral.

Motion to suspend the reading rules and recommend adoption made by Councilman Luzader, Second by Councilman Cicak.

The Clerk Called the roll: Luzader "Aye", Spalding "Aye", Clemens "Abstain", Long "Aye", Skinner "Aye", Cicak "Aye". Motion to amend carries.

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RESULT:	ADOPTED [5 TO 0]
MOVER:	Brett Luzader, Ward II
SECONDER:	Stephen Cicak, Ward I
AYES:	Long, Skinner, Cicak, Luzader, Spalding
ABSTAIN:	Clemens
ABSENT:	Cotner

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jul 24, 2017 8:00 PM (Minutes Approval)

Planning Commission**Eric Snowden****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: July 31, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE
NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY
AMENDED - 0 Taylor Road SW, Reynoldsburg, Ohio, from CC
Community Commerce District to R-4 Single and Two-Family
Residence District, Applicant, Charles W. Warner,**

Request for zoning district change. Please see attached application.



Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application #: 177611
Permit #:
Date Submitted: 4/19/17
Fee Amount: \$ 250.00
☒ Paid: 2234

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION

Property Address: Taylor Road SW, Pataskala, Ohio 43062			FOR DISTRICT CHANGE ONLY
Description of Location: Intersection of Taylor Rd. and E. Broad Street			
Parcel ID(s): 087-151182-00.000			
Number of Lots: 1	Present Zoning: CC	Present Use: Undeveloped vacant ground	
Complete Where Applicable: Engineer/Surveyor: Builder:			
			Proposed Zoning: R-4
			Size of Area to be Rezoned: .35 +/- acres
			Existing Structures: Vacant ground
			Proposed Use: Residential

III. PROPERTY OWNER OF RECORD

Property Owner Name(s): Charles W. Warner, Jr.	Property Owner Address(s): 5900 Sawmill Rd., Ste 110, Dublin, OH 43017
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IV. APPLICANT INFORMATION

Applicant Name: Charles W. Warner, Jr.	
Applicant Address: 5900 Sawmill Road, Suite 110, Dublin, Ohio 43017	
Applicant Phone Number: 614.761.2050	Applicant Email: chuck1@chuckwarner.com

I. PROJECT TYPE

☒ District Change (Rezoning)
 (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)
 ☐ Amendment of Development Plan or Text
 (\$500)
 ☐ Major Site Plan
 (\$500)

Applicant Signature: By: [Signature] Date: 4/19/17
 By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

- ☐ Historic District
☐ CC Overlay

Add'l Approvals Req'd

- ☐ DRB
☐ BZBA

Planning Com. Meeting

- Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

- Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

OnTrac Summary Information For The 2016 Tax Year



Parcel Number: 087-151182-00.000

Owner: WARNER CHARLES W JR

Address: TAYLOR RD SW PATASKALA 43062

Tax District: 087 REYNOLDSB.C-LK HGHTS LSD-WLJFD

2016 Rates: 84.41000 (Full) / 73.59670 (Effective)

Land Use: 400 Commercial vacant land

Class: Commercial

Legal Description: SUMMIT RIDGE HT LOT B

Mailing Address: WARNER CHARLES W JR

5900 SAWMILL RD STE 110

DUBLIN OH 43017

Market Land Value: \$72,000

Market Improvement Value: \$

Total Market Value: \$72,000

Sale Date: 6/21/2013

Sale Amount: \$0.00

Deed Type: EX - EXEMPT CONVEYANCE

Conveyance Number: 99999

Valid Sale: No

Foreclosure: No

Homestead/Disability: No

Owner Occupied Reduction: No

On Contract: No

Tax Lien Sold: No

Legal Description

Situated in the State of Ohio, County of Licking, City of Reynoldsburg: Being all of Lot B pursuant to the Resubdivision of a Portion of Lots 1, 2, and Reserve A, and all of Lots 14 and 15 of Summit Ridge Heights as referenced in Instrument No. 200403310010975 as recorded in the Office of the Recorder, Licking County, Ohio.

Warner.lgl

PROPERTY OWNER:

Charles Warner, Jr.
5900 Sawmill Road, Suite 110
Dublin, Ohio 43017

APPLICANT:

Charles Warner, Jr.
5900 Sawmill Road, Suite 110
Dublin, Ohio 43017

ATTORNEY:

David Hodge
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

SURROUNDING PROPERTY OWNERS:

Ruby Ferguson
66 Annette Drive
Reynoldsburg, Ohio 43068

Distribution Land Corp
2 Limited Parkway
Columbus, Ohio 43230

Danny Travis
12977 Havens Corner Road
Pataskala, Ohio 43062

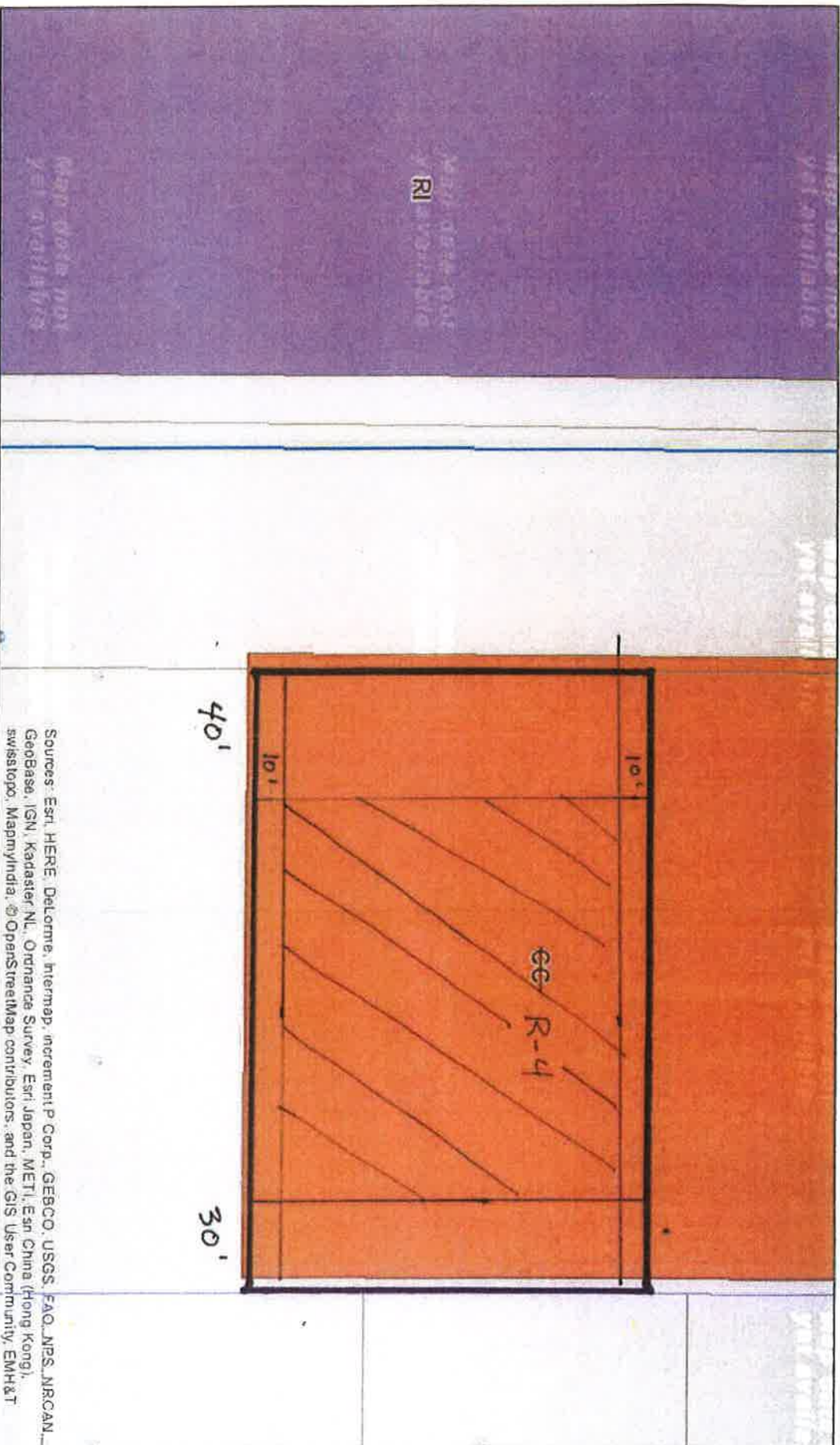
Tina Bailey
100 Annette Drive
Reynoldsburg, Ohio 43068

Steven and Kimberly Mulholand
84 Annette Drive
Reynoldsburg, Ohio 43068

Lawrence and Kathryn Cramer
48 Annette Drive
Reynoldsburg, Ohio 43068

Gary and Carla Shroyer
13457 Morse Road
Pataskala, Ohio 43062

Ronald Edwards
5368 Central College Road
Westerville, Ohio 43081



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, EMH&T

Printed Date: 3/27/2017

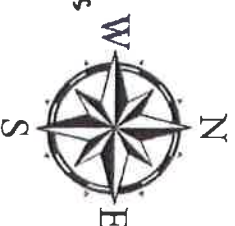
The City of Reynoldsburg Utility GIS

Map Title

1 inch = 47 feet - Proposed Zoning Setbacks



R-4



AND ALL OF LOTS 14 AND 15 OF SUMMIT RIDGE HEIGHTS

PLAT BOOK PAGE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plot are based on the easterly right-of-way line of Taylor Maxwell Road, having the record bearing of N 00 degrees 55 minutes 20 seconds E, as shown on the plot entitled "Summit Ridge Heights" of record in Plat Book 6, Page 89, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data are the records of the Licking County, Ohio Recorder, referenced in the text of this plot.

IRON PINS: Where indicated, unless otherwise noted, are to be set, and are three quarter (3/4) inch inside diameter, 30 inches long, iron pipes with plastic caps placed in the tops, inscribed "P & L SYST. P.S. 6841".

PERMANENT MARKERS: Where indicated, unless otherwise noted, are to be set, and are three quarter (3/4) inch inside diameter, 30 inches long, iron pipes with plastic caps placed in the tops, inscribed "P & L SYST. P.S. 6841".

Situated in the State of Ohio, County of Licking, Township of Lima, City of Reynoldsburg, and in Section 3, Township 1 North, Range 15 West, United States Military Lands, containing 1.675 acres of land, more or less, being land conveyed to Charles and Marjorie Warner by deed of record in Deed Book 565, Page 383, Licking County Recorder's Office, being all of Lots 1, 2, 14, 15, and Reserve "A", as the same are designated and delineated on the subdivision plat entitled "Summit Ridge Heights" of record in Plat Book 6, Page 89, Recorder's Office, Licking County, Ohio, excepting therefrom 0.154 acres of land appropriated by the State of Ohio in Case Number 90-S-89138 in the Common Pleas Court of Licking County, Ohio.

The undersigned, Charles W. Warner Jr. and Marjorie L. Warner, owners of the lands platted herein, duly authorized in the premises, do hereby certify that the attached plat correctly represents their "RESUBDIVISION OF A PORTION OF LOTS 1, 2, AND RESERVE "A", AND ALL OF LOTS 14 AND 15 OF SUMMIT RIDGE HEIGHTS", a subdivision containing three lots delineated as "A", "B", and "C", and do hereby accept this plat of same.

In Witness Whereof, Charles W. Warner Jr., has hereunto set his hand this 25 day of March 1998.

In Witness Whereof, Marjorie L. Warner, has hereunto set her hand this 25 day of March 1998.

Signed and acknowledged
in the presence of:

By: Charles W. Warner Jr.
Charles W. Warner, Jr.
By: Marjorie L. Warner
Marjorie L. Warner

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared Charles W. Warner, Jr. who acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for the uses and purposes expressed therein.

In Witness Whereof, I have thereunto set my hand and affixed my official seal this 25 day of

March 1998.

WILLIAM G. WEBER
Notary Public, State of Ohio
My Commission Expires 4-22-01

William G. Weber
Notary Public
State of Ohio

STATE OF OHIO
COUNTY OF FRANKLIN ss:

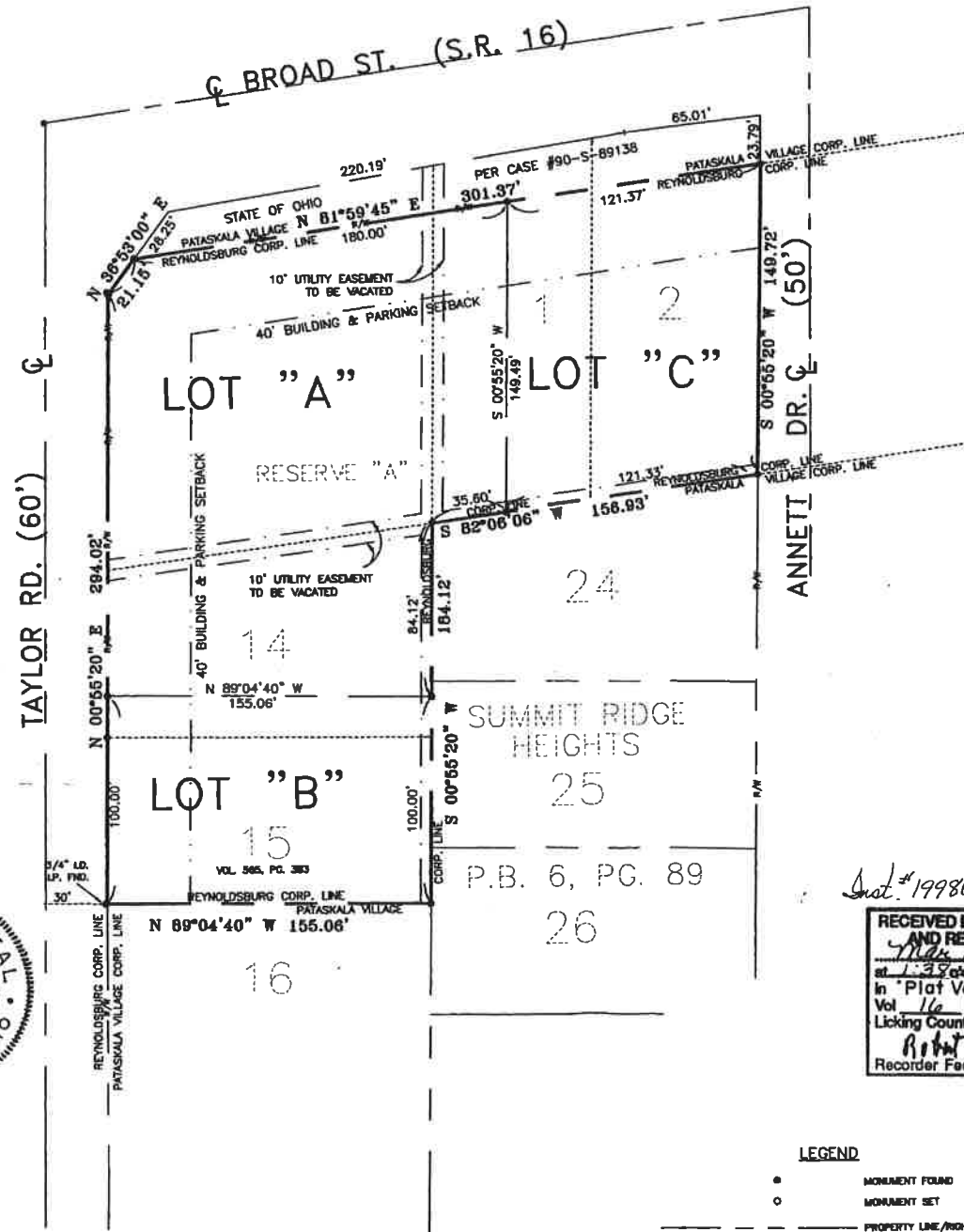
Before me, a Notary Public in and for said State, personally appeared Marjorie L. Warner, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed, for the uses and purposes expressed therein.

In Witness Whereof, I have thereunto set my hand and affixed my official seal this 25 day of

March 1998.

WILLIAM G. WEBER
Notary Public, State of Ohio
My Commission Expires 4-22-01

William G. Weber
Notary Public
State of Ohio



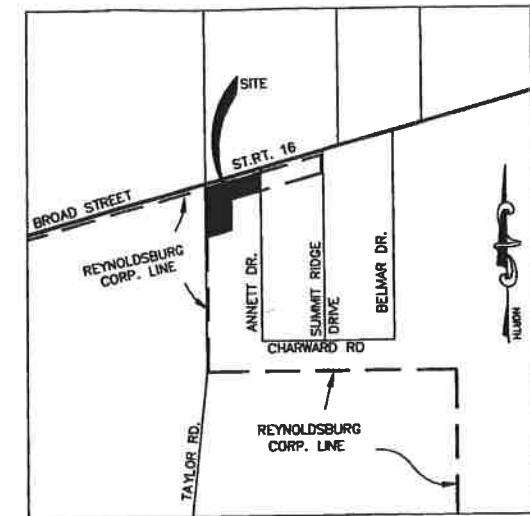
LEGEND

- MONUMENT FOUND
- MONUMENT SET
- PROPERTY LINE/RIGHT-OF-WAY



SCALE: 1" = 60'

DESCRIPTION APPROVED
TIM LOLLO
LICKING COUNTY ENGINEER



LOCATION MAP
NOT TO SCALE

Approved this 25 day of MARCH 1998

Robert E. Warner
Chairman, Planning Commission
Reynoldsburg, Ohio

Approved this 26 day of MARCH 1998

Robert E. Warner
Professional Engineer
Reynoldsburg, Ohio

Approved and accepted this 22nd day of December 1997, by the Council for the City of

Reynoldsburg, Ohio, Ordinance Number 187-97

Nancy C. Frazier
City Clerk
Reynoldsburg, Ohio

Robert M. Frazier
Mayor
Reynoldsburg, Ohio

Accepted for plotting this 26 day

George D. Buchanan, Jr.
Auditor
Licking County, OH

of March 1998.

Filed for record this 26 day

of March 1998.

Recorded this 26 day of

March 1998.

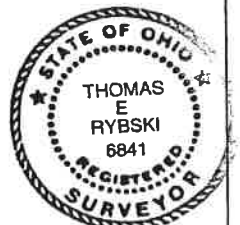
Robert E. Warner
Recorder
Licking County, OH

Fee \$ 21.40

Plat Book 16 Pages 36

Surveyed & Plotted
By

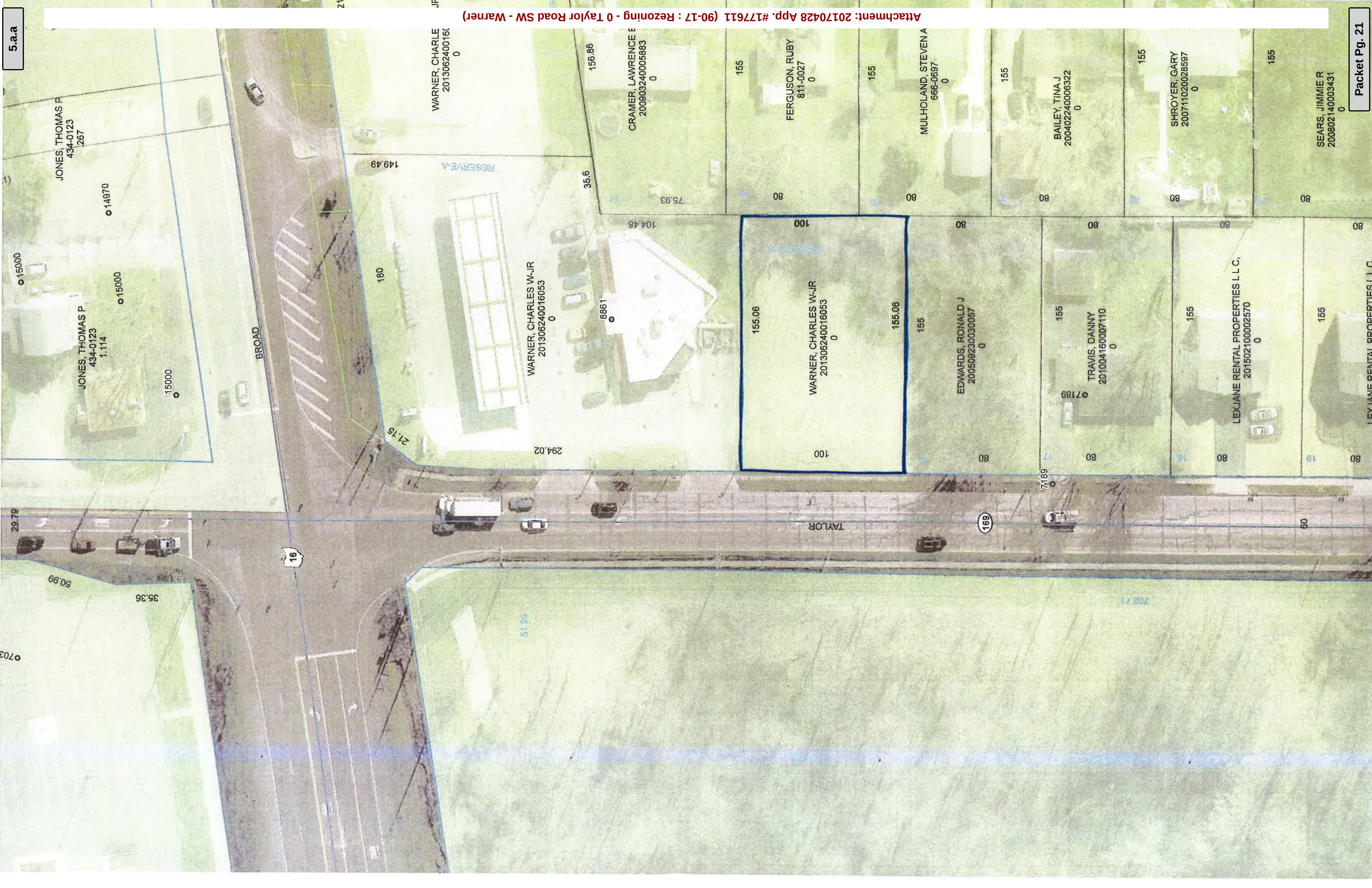
P & L
SYSTEMS, LTD.
SURVEYORS ENGINEERS
(614) 881-4870



This plat was prepared by P & L Systems, Ltd., from record information, and from an actual site survey of the premises in December, 1996, and October, 1997, and is correct to the best of my knowledge and belief. All dimensions are in feet and decimal parts thereof.

T. D. L. L.

3-25-98



ORDINANCE NO. 90-17PASSED: July 24, 2017

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 Taylor Road SW, Reynoldsburg, Ohio, from CC Community Commerce District to R-4 Single and Two-Family Residence District, Applicant, Charles W. Warner, Jr.

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

SECTION 1. That the following described premises currently zoned CC Community Commerce District, shall be and are hereby rezoned R-4 Single and Two-Family Residence District; applicant, Charles W. Warner, Jr.:

See legal description as received with application, and marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That all documents received pertaining to this rezoning are on file in the Clerk of Council's office and are incorporated herein by reference.

SECTION 3. That the Planning & Zoning Administrator be and is hereby authorized and directed to make said changes on the OFFICIAL ZONING MAP of the City of Reynoldsburg.

SECTION 4. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE 7/25/17

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. 90-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 90-17 ReZoning 0 Taylor Road Warner Jr. (90-17 : Rezoning - 0 Taylor Road SW - Warner)

OnTrac[®] Summary Information For The 2016 Tax Year

Parcel Number: 087-151182-00.000

Owner: WARNER CHARLES W JR

Address: TAYLOR RD SW PATASKALA 43062

Tax District: 087 REYNOLDSB.C-LK HGHTS LSD-WLJFD

2016 Rates: 84.41000 (Full) / 73.59670 (Effective)

Land Use: 400 Commercial vacant land

Class: Commercial

Legal Description: SUMMIT RIDGE HT LOT B

Mailing Address: WARNER CHARLES W JR

5900 SAWMILL RD STE 110

DUBLIN OH 43017

Market Land Value: \$72,000

Market Improvement Value: \$

Total Market Value: \$72,000

Sale Date: 6/21/2013

Sale Amount: \$0.00

Deed Type: EX - EXEMPT CONVEYANCE

Conveyance Number: 99999

Valid Sale: No

Foreclosure: No

Homestead/Disability: No

Owner Occupied Reduction: No

On Contract: No

Tax Lien Sold: No

Attachment: 90-17 ReZoning 0 Taylor Road Warner Jr. (90-17 : Rezoning - 0 Taylor Road SW - Warner)

Legal Description

Situated in the State of Ohio, County of Licking, City of Reynoldsburg: Being all of Lot B pursuant to the Resubdivision of a Portion of Lots 1, 2, and Reserve A, and all of Lots 14 and 15 of Summit Ridge Heights as referenced in Instrument No. 200403310010975 as recorded in the Office of the Recorder, Licking County, Ohio.

Warner.lgl

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

DATE: July 31, 2017**TO: Finance Committee****RE: A RESOLUTION REAUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF REYNOLDSBURG AND THE BOARD
OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO
ON BEHALF OF THE CITY OF REYNOLDSBURG IN ORDER TO
PARTICIPATE IN THE FRANKLIN COUNTY, OHIO
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)
ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS
OF THAT PROGRAM AS STATED HEREIN**

See Attached Agreements

**COOPERATION AGREEMENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RENEWAL AND EXTENSION
EXHIBIT "A"**

WHEREAS, the agreement, made and concluded at Franklin County, Ohio, this _____ day of _____, 2017, by and between the Board of County Commissioners of Franklin County, Ohio, being duly authorized in the premises by the provisions of a resolution adopted on _____, hereinafter referred to as "Board" and the city/village/township/township of _____ (Name), its _____ (Chief Executive Officer), or _____ being duly authorized in the premises by the provisions of resolution/ordinance no. _____ dated _____, 2017 hereinafter referred to as "city/village/township/township":

NOW THEREFORE, it is hereby agreed by and between the parties hereto, upon the considerations herein set forth as follows:

1. Board and _____ (city/village/township/township) will cooperate in the undertaking or assist in the undertaking of essential community renewal and lower income housing assistance activities as funded through the Department of Housing & Urban Development (HUD) Community Development Block Grant and HOME Investment Partnership programs for the period of April 1, 2018 through March 31, 2021. The parties further agree not to obstruct or restrict the implementation of the County's approved Consolidated Plan during the course of this agreement. All of these aforementioned activities shall be carried out in accordance with CDBG and HOME program rules and regulations and the applicable provisions of the Ohio Revised Code, including but not limited to the Community and Economic Development Act of 1974 (Public Law 93-383, 42 U.S.C. 5301) as amended, and Section 570.105 b 3 (iii), Community Development Block Grant Rules and Regulations.
2. County-wide community development plans and projects, program budgets and the needs and goals established in the Consolidated Plan and amendments thereto, shall be binding on said Board and _____ (city/village/township/township) for the Forty fourth, Forty fifth and Forty sixth program years of the afore cited HUD entitlement programs, which end March 31, 2021 and for such additional time as may be required for the expenditure of funds and completion of funded activities granted to the county and any program income received for such period.
3. This agreement is for the Program Year 2018, 2019 and 2020, April 1, 2018, through March 31, 2021, and may not be terminated by either party, except if the County fails to qualify as an urban county or if the County does not receive a grant in any year of this period, in which case this agreement is null and void. The parties further agree that this agreement will remain in effect until the CDBG and/or HOME and/or ESG funds and program income received with respect to this three year period are expended and the funded activities completed. This agreement will be automatically renewed for the successive three year period

- (2021, 2022 and 2023) and each period thereafter unless the city/village/township/township cancels the agreement with written notice on or before June 30 of the prior program year. Both the city/village/township/township and the County will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; will submit such amendment to HUD as provided in the urban county qualification notice; and recognizes that such failure to comply will void the automatic renewal for such qualification period.
4. The Agreement gives the Board the authority to carry out the activities funded from annual Community Development Block and HOME Grants from Federal Fiscal Years 2018, 2019 and 2020 appropriations, and from any program income generated from the expenditure of such funds. The _____ (city/village/township/township) must inform the Board of any program income generated through the expenditure of those funds. Said program income must be returned to the county. If any program income is authorized to be retained by the _____ (city/village/township/township), it may only be used for eligible activities in accordance with all CDBG requirements.
- That the Board has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requires appropriate record keeping and reporting by the participating unit as may be needed for this purpose; and, that in the event of close-out or change in status of the participating unit, any program income that is on hand or received subsequent to the close-out or change in status shall also be returned to the county.
- During the period of qualification no included unit of general local government may withdraw from the urban county recertification agreement unless the urban county does not receive a CDBG of HOME grant for any year during such period.
5. The Department of Economic Development and Planning (EDP) is authorized to act for the Board and is accepted by _____ (city/village/township) as an agent of the Board in planning, administering, and overall coordinating the programs, which are the subject of this agreement.
6. It is accepted by _____ (city/village/township) that the County's HUD entitlement program, the programs it chooses to fund and the priorities it chooses to address reflect the needs of the entire county.
7. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating unit of local government:

The _____ (city/village/township) will notify the Board as soon as it knows of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition;

The _____ (city/village/township) will be required to reimburse the Board in the full amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property

acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations; and,

Treatment of program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the Board and the participating unit, will be subject to the provisions of Section 3 of this same Agreement.

The policies/procedures of the Franklin County HUD Entitlement Program will apply to any projects involving acquisition, whereby EDP will be notified during the planning and design process of any approved project, where applicable land acquisitions and other items are subject to the Uniform Relocation and Real Properties Acquisition Policies Act of 1970.

8. The _____ (city/village/township) pursuant to 24 CFR 570.501 (b) is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.

Section 570.503, Code of Federal Regulations, requires the Board and any participating unit of local government execute a written agreement prior to the disbursement of any federal funds. As such, Franklin County has prepared a Template Funding Agreement, which must be executed. This agreement includes certain administrative, legal and financial procedures, which define the responsibilities of the grantor and grantee. The Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

At a minimum, this written Funding Agreement shall contain provisions as prescribed in the Code of Federal Regulations concerning: Statement of Work; Records and record keeping; Program Income; OMB Circulars; Other program requirements; except that the County is responsible for initiating the review process under Executive Order 12372; Suspension and Termination; and reversion of assets meeting the prescribed criteria; and disposing of assets in a manner comparable to that described in the aforementioned Code of Federal Regulations.

9. _____ (city/village/township) is included in Franklin County for the purpose of planning and implementing the Franklin County HUD Entitlement Program. _____ (city/village/township) shall not apply for separate grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and _____ (city/village/township) may not participate in a HOME consortium except through Franklin County, regardless of whether or not Franklin County receives a HOME formula allocation.
10. No Community Development Block Grant and HOME Investment Partnership Program funds provided by Franklin County under this Agreement may be used for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Franklin County's actions to comply with its fair housing certification.

11. Cities/Villages and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code to enter into agreements whereby a Board of County Commissioners undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, in behalf of the city/village/township, which such city/village/township may exercise, perform or render; and
12. The city/village/township and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to Section 303.26 of the Ohio Revised Code, et. seq.; and
13. _____ (City/village/township) elects to include the total areas and population of its corporation in Franklin County for the purpose of planning and implementing the Franklin County HUD Entitlement program.

NOW THEREFORE, the Board, in consideration of the promises and agreements of _____ (city/village/township) herein set forth, hereby promises and agrees as follows:

1. That it or its agent shall prepare the local portion of the County-wide Consolidated Plan based upon information as to needs, objectives, plans, and programs supplied by _____ (city/village/township) or its agent, pursuant to the applicable rules and regulations governing the Community Development Block Grant and the HOME Investment Partnership Programs.
2. Board assumes full responsibility and all obligations for preparation of the application and execution of the program including, but not limited to, the analysis of needs, setting of objectives, development of plans, programs, and budgets, and furnishing assurances and certifications. Board is also responsible for the accomplishment of goals set forth in its Consolidated Plan.
3. Board shall prepare and submit to the appropriate Federal Agency, the Franklin County HUD Entitlement program submission, and assume all related responsibilities as to said submission.
4. Board shall acquire as applicable, by purchase or condemnation, land and structures thereon for property or easements needed in connection with the Franklin County HUD Entitlement program, which is the subject of the agreement, title to said property and easements to be taken in the name of _____ (city/village/township). Said acquisition procedures shall be accomplished in accordance with applicable provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 as amended and the Ohio Revised Code.

WHEREAS, in consideration of the promises and agreements of the Board herein set forth, the _____ (city/village/township) hereby promises and agrees as follows:

1. That it will promptly submit to the Board its needs, objectives, plans, required reports and programs for preparation by the Board of the local portion of the Consolidated Plan.
2. That it will implement plans concerning community development and HOME activities prepared by the Board, however, the Board shall retain full responsibility and obligations for preparation and implementation of said plans.
3. That it will take all actions with the Board that are necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the Community and Economic Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Community and Economic Development Act of 1974, as amended; the Americans with Disabilities Act of 1990; and other applicable laws.
4. That it may not sell, trade, or otherwise transfer all or any portion of the funds (identified under this agreement) to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
5. The city/village/township of _____ has adopted and is enforcing:
 - a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The Board, however, shall retain primary responsibility for implementing compliance.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereof on the day and year first above written by the Board of County Commissioners, Franklin County, Ohio being the governing body of the said County, and by the city/village/township of _____ by _____ (Name) its _____ (Chief Executive Officer) per a duly enacted Resolution/Ordinance of the city/village/township Council of _____.

BOARD OF COUNTY COMMISSIONERS_____
Date_____
JOHN, O'GRADY, PRESIDENT_____
MARILYN BROWN_____
KEVIN L. BOYCE_____
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO_____
CITY/VILLAGE/TOWNSHIP_____
Date_____
CHIEF EXECUTIVE OFFICER

The terms and provisions of this agreement are fully authorized under state and local law, and the agreement provides full legal authority for the county to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

ASSISTANT PROSECUTING ATTORNEY
FRANKLIN COUNTY

Approved as to form and legality of purpose:

CITY/VILLAGE/TOWNSHIP COUNSEL

A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN _____
(CITY/VILLAGE/TOWNSHIP) AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN
COUNTY, OHIO ON BEHALF OF THE _____(CITY/VILLAGE/TOWNSHIP) IN
ORDER TO PARTICPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING &
URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS
OF THAT PROGRAM AS STATED HEREIN

WHEREAS, pursuant to the provisions of the Housing and Community Development Act
of 1974 (Public Law 93-383, 42 U.S.C. 5301), as amended, Franklin County, Ohio is recognized
by the United States Department of Housing and Urban Development as an urban county and
entitled to Community Development Block Grant Program funds and HOME funds for urban
counties; and

WHEREAS, pursuant to the provision of Section 307.85, Ohio Revised Code, the Board
of County Commissioners, Franklin County, Ohio, is authorized to enter into agreements with
cities and villages in Franklin County to exercises certain powers and perform certain functions or
renders services on behalf of the said cities and villages.

WHEREAS, _____(city/village/township) desires to reaffirm its participation
and inclusion of its population in the Franklin County Community Development Block Grant and
HOME programs and to reauthorize the cooperation agreement for another three years (April 1,
2018 – March 31, 2021).

NOW, THEREFORE, BE IT RESOLVED by the Council of
_____(city/village/township) state of Ohio, of the elected members concurring:

- Section 1. That the _____(city/village/township) is located within
the geographical boundaries of Franklin County, Ohio.
- Section 2. That the attached agreement with the Board of County Commissioners,
Franklin County, Ohio, is hereby reauthorized for the period April 1, 2018
through March 31, 2021 for the purpose of cooperating and participating
in the Franklin County HUD Entitlement program per the Housing and
Community Development Act of 1974 (Public Law 93-383), 42 U.S.C.
5301, as amended, and Section 570.105 b 3 (iii), Community
Development Block Grant Program Rules and Regulations.

Passed this _____ day of _____.

Mayor / Presiding Officer

ATTEST:

I hereby certify that copies of this ordinance/resolution were posted in the _____
(city/village/township) in accordance with Section 731.25 of the Ohio Revised Code.

Clerk of Council

Clerk of Council, hereby certify that the foregoing is a
true copy of resolution/ordinance no. _____ duly adopted by the Council
_____(city/village/township), on the _____ day of
_____, 2017.

City Attorney's Office**Jed Hood****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: July 31, 2017**TO: Finance Committee****RE: AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A JOINT ECONOMIC
DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN
ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY. (Second Reading 7/10/2017,
Public Hearing 7/31/2017).**

Emergency/Suspension: Emergency

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

See attached.

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

_____, 2017

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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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 _____, 2017, 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 - 3 (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 155+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

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

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

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

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

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

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

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

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

“City” means the City of Reynoldsburg, Ohio.

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

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

“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 3 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 4.2.4.1. and 4.3 hereof,

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

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

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

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

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

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

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 3.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

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

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

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

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

Parties also acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1 and 2, 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)

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, and

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

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

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(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, 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 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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 3 Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD 3 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, on a pro rata basis based on such costs.

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 West Licking Joint Fire District (the “Fire District”), to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township. In order to receive and continue to receive such funding, the Fire District shall provide an annual report on January 1st of each calendar year to the JEDD District Board and the Township Board of Trustees, which details how said funds have been utilized for the preceding calendar year. Failure to utilize such funds in compliance with this Section may result in the termination or reduction of such funding upon the adoption of a resolution regarding the same by the Township Board of Trustees. In such event, any such revenue resulting from such reduction or termination shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.4. hereof. In the further event that legislation is hereafter adopted by the Ohio General Assembly requiring reimbursement of Township Fire and Emergency Medical Service revenue foregone due to the establishment of Tax Increment Financing, then, and in that event, no revenue shall thereafter be paid under this section to the Fire District, and such revenue shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.2. hereof.

4.2.2.4. 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;

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

4.2.2.6. 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.

4.2.2.7. 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 4.2.2.6.

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 3 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 \$2,250,000 (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 4.2.2.4. hereof.

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 ~~both~~ 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, ~~and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District.~~ The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

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

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any 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

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

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

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

(End of Article V)

ARTICLE VI MISCELLANEOUS

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

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

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Agreement 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 Agreement 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 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

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

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

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

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

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

(End of Article VI)

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

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

ORDINANCE NO. ____

PASSED

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

WHEREAS, Etna Township (the “Township”) and the City of Reynoldsburg (the “City”) desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

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

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township’s and the City’s residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the “JEDD Contract”) creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township’s Fiscal Officer and the City’s Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Doug Joseph, President
Reynoldsburg City Council

Approved
Bradley L. McCloud, Mayor

Approved as to form:
James E. Hood, City Attorney

Attest:
April Beggerow, City Council Clerk

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

CERTIFICATE

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

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

City of Reynoldsburg

JAMES E. HOOD

Reynoldsburg City Attorney

7232 E Main St
Reynoldsburg OH 43068
phone: 614- 322-6803

To: Members of City Council

From: Jed Hood

CC: Mayor Brad McCloud, Auditor Dick Harris, Development Director Dan Havener

Date: June 23, 2017

Re: Jedd 3 Summary of Terms

JEDD 3 Summary of Terms

- JEDD Board will adopt a resolution to levy an income tax rate of 2% in the District based on the income of persons working within the District and on the net profits of businesses located within the District
- Unless otherwise agreed, the City shall not grant any credits, abatements, or reductions in the income tax to be collected within the District.
- The City Auditor shall be the Administrator of the income tax of the District
- Reynoldsburg will have 1 Board representative
- Distribution of GROSS revenues:

1. 20% to Southwest Licking School District (SWLSD) for 15 years not to exceed a total of 2.25 million dollars
 2. 1-2% to JEDD Board for expenses
 3. 3% to Reynoldsburg to pay for expense of tax collection (RITA)
 4. Expenses incurred by contract parties to establish the JEDD
- Distribution of the NET revenues:
 1. 15% to Reynoldsburg
 2. 20% to the JEDD Board Improvement Account
 3. 5% to the West Licking Joint Fire District to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township
 4. 5% to the Licking County Transportation Improvement District (TID)
 5. 5% to the Career and Technology Education Center (C-TEC)
 6. 15% to Licking County Commissioners for 30 years, 10% thereafter
 7. Remainder paid to Etna Township
 - Term 50 years, will be automatically renewed for another 50 years unless terminated by any of the parties
 - Creation of Community Reinvestment Area Agreement
 1. Approved by Licking County Commissioners
 2. Approved by SWLSD
 3. CRG (Developer) agrees to establish an industrial park by constructing new buildings with, cumulatively, approximately 1 million to 2 million square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing and/or professional office space. (Estimated at 75-100 million dollar investment)
 4. Creation of approximately 200-400 full-time permanent employee positions with a total annual payroll of approximately 4 to 8 million dollars
 5. County grant of property tax exemption (100% for 15 years)
 - Creation of a Development and Compensation Agreement

1. County agree to CRAA
2. City and Township agree to JEDD 3 contract
3. Township agree to tax increment financing (TIF) resolution
4. CRG agrees to expend up to 8.5 million dollars to construct public infrastructure improvements within the JEDD