

**ORDINANCE NO. 30-2021**

**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, OMO 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

**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.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNODLSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF**



**OIDOthat:**

**Section 1.** The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit I 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 I 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.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

**Section 6.** 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 7.** 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.

Passed this 12<sup>th</sup> day of April, 2021.

Leanora Jenkins  
Leanora Jenkins, Council President

ATTEST: Mollie Prasher  
Mollie Prasher, Clerk of Council

APPROVED: Joseph Begery DATE April 12, 2021  
Joseph Begery, Mayor

On behalf of the state of Ohio, Licking County, City of Reynoldsburg, I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg do hereby certify that the foregoing is a copy of the original, now on file, and has been certified by me, and the same is a true and correct copy.

WITNESS by my signature, is Mollie Prasher

Mollie Prasher  
City of Reynoldsburg



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

\_\_\_\_\_, 20

JEDD7

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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 \_ \_ \_ \_ \_ , 20\_ , 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 - 7 (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 52.230 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

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

WHEREAS, the 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 715.72(P) and this Contract.

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

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

"City" means the City of Reynoldsburg, Ohio.

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

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

"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 7 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.

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

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

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

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

acknowledge that the Township has successfully used an economic development structure,

including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, 3, and 4 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(0), 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, if any, 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.

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", "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 Comity 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, sheet 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 JED District. It is anticipated that all qualified customers located within the JED 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 JED District. It is anticipated that all qualified customers located within the JED 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 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 the City without the consent of the Township.

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties 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 *N* hereof. Further, any costs incurred in the future and paid by the City or 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, or for any other costs incurred by either the City or Township, 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 be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases". 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, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, 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 shall be held at the offices of the Township. 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 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 *N* hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

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

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.
- 3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.
- 3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

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

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

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any New Community Authority (NCA) or 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 which benefit the District or the Township. 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)

## ARTICLE IV JEDD INCOME TAX

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

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

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the

income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

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

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

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

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

4.2.1.1. Repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs;

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed five percent (5%) 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, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency



associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

4.2.2. From the Net Revenue:

4.2.2.1. To the City, an amount equal to twenty percent (20%);

4.2.2.2. To the Board Improvement Account, an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below;

4.2.2.2.1. Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31<sup>st</sup> year in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in the Development and Compensation Agreement, Section 2.E) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31<sup>st</sup> year.

4.2.2.3. To the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter;

4.2.2.4. To the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%), to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.5.

4.2.2.5 To the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, the County and the Till pursuant to Section 4.2.2.1. through 4.2.2.4.

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

(End of Article IV)

## ARTICLE V TERM OF CONTRACT

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

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

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, 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 JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced in Section 6.6 hereof shall remain in full force and effect. 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 proportionately 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 31<sup>st</sup> 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 request.

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

**Section 6.4 Periodic Review.** On or about the tenth (10<sup>th</sup>) anniversary of the Effective Date, and each tenth (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 4.2.1.1.

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

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

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

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

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); and the Developers, Scannell Properties #463, LLC, its affiliates, successors, nominees and/or assigns (collectively, the "Developers"), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

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

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

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

- 6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- 6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- 6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

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

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

**Section 6.12 Notices and Payments.** All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service



or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 7 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 7 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

JED 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 JED District.

(End of Article VI)

**SIGNATURE PAGE**

**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 HEREIN BEFORE WRITTEN:**

**ETNA TOWNSHIP BOARD OF TRUSTEES**

\_\_\_\_\_  
By: John J. Carlisle, President

Date: \_ \_ \_ \_ \_

Resolution No. \_ \_ \_ \_ \_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John B. Albers II, Esq.  
Attorney for Township

**CITY OF REYNOLDSBURG**

\_\_\_\_\_  
By: Bradley L. McCloud, Mayor

Date: \_ \_ \_ \_ \_

Ordinance No. \_ \_ \_ \_ \_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Hood, Esq.  
City Attorney

## **FISCAL OFFICERS' CERTIFICATIONS**

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 20\_ 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 20\_ 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,

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By: Stephen Cicale  
Reynoldsburg City Auditor

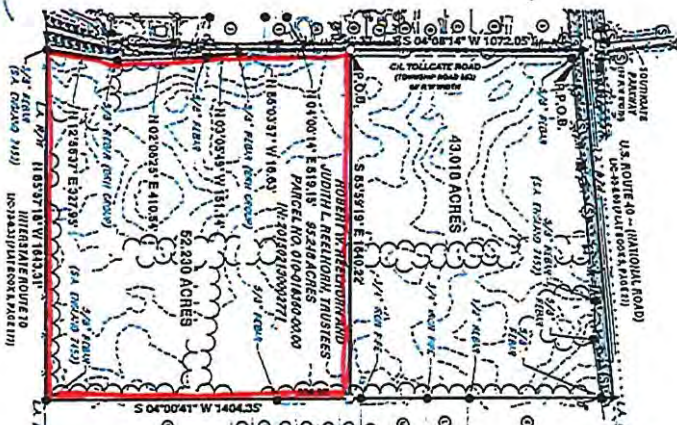
# EXHIBIT A

## JULY COUNTY

STATE OF OHIO, COUNTY OF LICKING,  
TOWNSHIP OF ETNA, SECTION 12, TOWNSHIP 16,  
RANGE 20, REFUGEE TRACT



- APPROVED**  
Application # 2020-310-371  
LDC Approval Stamp  
Date 12/24/2020
- 1 ROBERT JOEL KUCKER  
1234567  
RE 2010100000001
  - 2 GUYARD L. GUYARD  
AND PATRICIA L. GUYARD  
2345678  
DATE 11/11/2015
  - 3 GUYARD E. LOVELL  
654 321  
DATE 11/11/2015
  - 4 GUYARD L. GUYARD  
RE 2010100000001
  - 5 GUYARD L. GUYARD  
RE 2010100000001
  - 6 GUYARD L. GUYARD  
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RE 2010100000001
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RE 2010100000001
  - 20 GUYARD L. GUYARD  
RE 2010100000001



**PLANS OF BEARINGS:**  
ALL BEARINGS IN THIS SURVEY ARE BASED ON THE BEARING OF NORTH 89°01'16" EAST, OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 40, BASED ON THE OHIO STATE PLUMB COMMERCE SYSTEM SOUTH ZONE (GUND) AS ESTABLISHED FROM A GPS SURVEY PERFORMED IN MARCH 2010.

**MONUMENTS:**  
ALL IRON PINS SET ARE 5/8" SOUD NUTS, HEAVY RINGS IN LENGTH WITH A YELLOW PLUMB CAP BEARING THE NUMBERS '500 010'.

**RECORDS OF RECORDS:**  
RECORDS OF RECORD, ON FILE AT THE LICKING COUNTY RECORDER'S OFFICE, EXISTING CIO SURVEYS, SURVEYS OF RECORD AT VAN LEYS ON FILE AT VAN LEYS COUNTY.

**ESSENTIALS:**  
YOU ARE ADVISED THAT THE PURPOSE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF THE 43.010 ACRE PARCEL OF LAND OWNED BY JUDITH L. REEDLICH, TRUSTEES, PARCEL NO. 010-1840-0100 RECORDED ON MAY 15, 1933. EXCEPT AS SHOWN BY THIS SURVEY, NOTHING TO FILE.

**YOU ARE ADVISED THAT THE PURPOSE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF THE 43.010 ACRE PARCEL OF LAND OWNED BY JUDITH L. REEDLICH, TRUSTEES, PARCEL NO. 010-1840-0100 RECORDED ON MAY 15, 1933. EXCEPT AS SHOWN BY THIS SURVEY, NOTHING TO FILE.**

**FLOOD NOTE:**  
BY GRAPHIC NOTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PLAN NO. 290850C0020A, WHICH BEARS AN EFFECTIVE DATE OF MARCH 16, 2015.

- LEGEND**
- ▲ IRON NAIL FOUND
  - △ IRON NAIL SET
  - 5/8" IRON PIN, 2" TO 4" (UNLESS OTHERWISE NOTED)
  - IRON SET & CAP (SEE IRON PINS NOTE)
  - ⊙ PERMANENT MARKER (1" IRON SET)
  - ⊞ CONCRETE P/M MONUMENT
  - REBAR SQUARE
  - ⊞ SURVEY MARKER
  - 5/4" — EXISTING SURVEY LINE
  - 1/2" — EXISTING VENDOR LINE
  - 0/11-1/8" — EXISTING OVERLAP LINE
  - ⊞ WIDE BOX (CHAIN VALUE)
  - ⊞ THE IRONWIRE
  - ⊞ POWER POLE
  - ⊞ OUTLINE
  - ⊞ TRUNCATED RECTANGLE
  - ⊞ SKILL

**CERTIFICATION:**  
WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED FROM AN ACCURATE FIELD SURVEY PERFORMED BY OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER 4713-29 Ohio Administrative Code. THE SURVEY WAS PERFORMED IN MARCH, 2020.

*M. J. [Signature]*  
DATE 11/19/2020

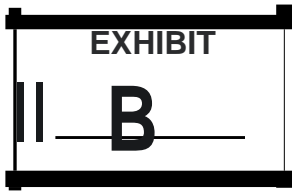
MURK JOHN SUMM  
PROFESSIONAL LAND SURVEYOR NO. 8232



|   |  |
|---|--|
| <p><b>Civil &amp; Environmental Consultants, Inc.</b><br/>24904 Wingo Drive, Suite 150, Wingo, OH 42441<br/>614.518.0031 • 614.518.1400</p> | <p><b>LOT SPLIT</b></p> <p>TOWNSHIP OF ETNA<br/>LICKING COUNTY<br/>STATE OF OHIO</p> |
| <p>DATE: DEC. 2020</p> <p>SCALE: 1"=107' PROJECTIONS: NAD 83</p>  | <p>PROJECT NO: 2020-310-371</p> <p>DATE: 12/24/2020</p>                              |

**Exhibit B**  
**Etna..Reyno Idsburg Joint Economic Development District #7**  
**JEDD 7 At-ea**

| <b>Prooerty Owner</b>                                  | <b>Prooerty Address</b>                     | <b>Parcel #</b>                   | <b>Acreaae</b> |
|--|---|-----------------------------------|----------------|
| The Reelhorn Capital Trust, dated<br>December 29, 2014 | 11176 National Road SW,<br>Etna, Ohio 43062 | A portion of<br>010-018360-00.000 | 52.230         |



DESCRIPTION OF 52,230 Acres

Situated in the State of Ohio, County of Licking, Township of Itana, Section 12, Township 16, Range 20, Refugee Tmct, ml 11 being part of n 95.248 acre tract of land, conveyed to Hobel W. Reelhorn and Judith I. Reelhorn, Trustees, of record in Instrument Number 201502130002771, and 1 parcel - acres to records being on file in the Office of the Recorder, Licking County, Ohio, said 52,230 acre tract being more fully described herein:

BEGINNING AT THE POINT found at the Intersection of the old centerline of U.S. Route 40, the centerline of Tollgate Road (Township Road 163), and being the northwest corner of said 95,240 acre tract;

Thence, South 04°08'14" West, a distance of 1072.05 feet, with the west line of said 95.240 acre tract, the centerline of said Tollgate Road, the east line of n 1.25 acre tract of land, conveyed to Shelby T. Musick, of record in Instrument Number 200006280020564, the east line of a 1.23 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Original Record Volume 471, Page 215, the east line of a 0.56 acre tract of land, conveyed to Curtis E. Lovell and Vicki J. Wright, of record in Original Record Volume 938, Page 123, the east line of n 0.568 acre tract of land, conveyed to Elizabeth Ann Dawson, of record in Instrument Number 201401200000H, and the east line of a 0.43 acre tract of land (Parcel III), n 0.43 acre tract of land (Parcel II), and 1 part of n 0.43 acre tract of land (Parcel I), conveyed to IMW Commercial, L.L.C., of record in Instrument Number 201708040016302, to an iron pin set, 111 ha TRUE POINT OF BEGINNING;

Thence, South 85°59'19" East, a distance of 1640.22, through said 95.248 acre tract, to an Iron pin set, on the east line of said 95,248 acre tract, and on the west line of Parcel Number Two, conveyed to Imherly/L. (111111), Trustee, of record in Instrument Number 201701260001067;

Thence, South 04°00'41" West, passing over a 5/0" rebar found at the station of 338.03 feet, from total station of 1404.35 feet, with the west line of said 95.240 acre tract, part of the west line of said Parcel Number 2, the west line of Parcel Number Two (2), conveyed to Timothy T. Page and Christa J. Page, of record in Instrument number 201402110002536, the west line of a tract of land, conveyed to John C. Woklan and Dorothy N. Welch, Trustee, of record in Instrument Number 20112110045381, the west line of a 1/2 acre tract of land (Parcel II), conveyed to Chester L. Helsel and Yield L. Helsel, of record in Instrument Number 199008280032999, the west line of n 0.610 acre tract of land (Tract 2), conveyed to Eric Rockefeller, of record in Instrument Number 201007090013063, the west line of 0.60 acre of land (Parcel Two), conveyed to Kenneth S. Combs, of record in Instrument Number 200001040000359, and the west line of a 5.259 acre tract of land (Parcel 2), conveyed to William L. Songer and Renee L. Songer, of record in Original Record Volume 11111710, Page 369, to a found 5/8" capped rebar "S. /t. Ingnml 7452", on the southeast corner of said 95.248 acre tract, and on the southwest corner of said 5.259 acre tract of land, being the north line of the Access Right-of-Way line of Interstate Route 70;

Thence, North 05°57'10" West, a distance of 1643.31 feet, with the south line of said 95.248 acre tract, with the north Limited Access Right-of-Way line of said Interstate Route 70, to a found 5/0" capped rebar "S. /t. Ingnml 7452", at the southwest corner of said 95,248 acre tract, and on the east Right-of-Way line of said Tollgate Road;

Thence, North 12°56'37" East, a distance of 327.95 feet, with the west line of said 95.240 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar-capped "FIRH Group";

Thence, North 02°06'25" East, a distance of 410.54 feet, with west line of said 95.240 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar;

Thence, North 03°05'49" West, a distance of 151.14 feet, with the west line of said 95,248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar-capped "ORIL Gro 1 j 1", on the west line of said 95.248 acre tract of land and in the northbound travel lane of said Tollgate Road;

Thence, North 06°03'57" West, a distance of 63.63 feet, with the south line of said 95.24-acre tract, to a Mag Nall found in the southwest corner of said 195.2-18-acre tract, to the centerline of said Tollgate Road, to the east line of a 12,524-acre tract of land, conveyed to James W. Grunn, Bishop of the Roman Catholic Diocese of Columbus, of record in Original Record Volume 525, Page 431;

Thence, North 04°00'14" East, a distance of 519.15 feet, with the west line of said 95.2-18-acre tract, the centerline of said Tollgate Road, part of the east line of said 12,524-acre tract, the east line of a 0.166-acre tract of land, conveyed to Donald L. Goobbel and Theresa J. Goobbel, in record in Instrument Number 201012100025499, the east line of a 0.79-acre tract of land, conveyed to Gary N. Lawry and Oelir I. Lawry, of record in Instrument Number 200305210022981, and part of said 0.43-acre tract of land (Parcel 1), to the TRUE POINT or BEGINNING, containing 52.230 acres, subject to all easements and encumbrances of record,

All iron pins set are 5/8-inch solid rebar, 30 inches in length, with a yellow plastic cap bearing the initials "CIC INC".

The purpose of this description is to show the bearing of North 09°02'16" East, on the south-right-of-way line of U.S. Route -10, based on the Ohio State Plane Coordinate System South Zone (NAD83) as established from a GPS survey performed in March 2020,

This document is based from an actual field survey performed by the undersigned on or about March 2020.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Mark Alan Smith, P.S.  
Registered Surveyor No. 8232

12/

lww

Date



Exhibit "C"

BYLAWS GOVERNING  
ETNA - REYNOLDSBURG  
JOINT ECONOMIC DEVELOPMENT  
DISTRICT-7

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**BYLAWS  
GOVERNING  
ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT -7**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna - Reynoldsburg Joint Economic Development District Contract (the "Contract") as of \_\_\_\_\_, 2021, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna - Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

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

Section 1. Definitions.

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

Section 2. Board of Directors and Officers.

As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. **Officers; Election Procedure.** The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

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

C. **Duties of Officers.**

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

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

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

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

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

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

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

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- D. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.
- E. Powers and Duties.
  - 1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the

estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November-15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(8) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
  - a. act as the managerial body for the District;
  - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
  - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
  - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
  - e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or

modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

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

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
  1. Posted Notice.
    - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.



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

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

## 2. Notice to News Media.

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

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

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

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

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory

committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

#### Section 4. Advisory Committees.

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

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

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

#### Section 5. Conduct of Meetings.

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

#### Section 6. District Funds.

The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the

Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

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

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

Section 7. Amendments.

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

Section 8. Transition.

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

ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ETNA-REYNOLDSBURG JOINT ECONOMIC  
DEVELOPMENT DISTRICT -7

\_\_\_\_\_  
Secretary

**DEVELOPMENT AND COMPENSATION AGREEMENT**

This Development and Compensation Agreement (this "Agreement") is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2021, by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County");; and Scannell Properties #463, LLC, an Indiana limited liability company (the "Developer").

**WITNESSETH:**

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the "CRA Agreement," substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 50% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 50% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City plan to agree to the terms of a Joint Economic Development District Contract (the "JEDD 7 Contract", attached hereto as Exhibit B), under which the Township and the City will share in the costs of improvements for an area that they designate as a joint economic development district (the "JEDD") for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site boundaries are coterminous with the JEDD boundaries; and

WHEREAS, the Township plans to pass a tax increment financing ("TIF") resolution (the "TIF Resolution", attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, City, and the Developer are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Developer in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 50% real property tax exemptions and the ten (10) year, 50% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township agree to pursue and adopt the JEDD 7 Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD 7 Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the "JEDD Board") will adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD 7 Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain 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 high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the "Gross Revenue") to be distributed in accordance with this paragraph, beginning on the effective date the JEDD 7 Contract providing for such distribution, which the City and Township shall cause to be no later than [June 1, 2021]. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the "JEDD Fund") at the end of such calendar quarter. The City shall report its receipt of Gross Revenues on a monthly basis to the JEDD Board. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (2) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed Five percent (5%) of the Gross Revenue, and (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, provided, however, that the City (as

administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD , upon approval of the City and the Township.

The amount of Gross Revenue remaining following these payments (the " Net Revenue") shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD 7 Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD 7 Contract), an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (4) to the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.4. of the JEDD 7 Contract; and (5) to the Township, an amount equal to the Net Revenue minus the sum of the amounts paid to the City, the Board Improvement Account, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31<sup>st</sup> year, in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in Section 2.E below) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31<sup>st</sup> year.

E. The Developer agrees to expend up to \$2,500,000 to construct or cause to be constructed, the following public infrastructure improvements if required: improvements and widening to Tollgate Road, including installation of a traffic signal (collectively, the " Developer Infrastructure Improvements"). From the Net Revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse - including, but not limited to, through the issuance of bonds contingent upon approval of Township- the Developer for all of the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the "Costs") that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$2,500,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer's cost estimate setting forth the Costs of each Developer

Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board and the Board of Trustees of Township for approval of reimbursement from JEDD funds or TIF funds in accordance with reimbursement agreements with those entities and this Agreement. The Developer hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) and it shall not be entitled to interest upon those sums. Notwithstanding the foregoing, if the County, the Township and/or any other governmental entity requires the Developer to construct additional "public infrastructure improvements" as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included in (j) - (4) above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer's cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site shall be deposited into the Etna/Scannell TIF Account No. I (the "TIF Account") of the Etna Township Public Improvement Tax Increment Equivalent Fund No. \_ created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) such amounts shall first be used to reimburse the Township for any necessary attorney fees and costs in excess of \$10,000 incurred by the Township, associated with necessary agreements relating to the JED District (but not the costs incurred in forming or defending the existence of the JEDD or any 629 Grant), including but not limited expenses associated with the negotiations and creation of the TIF Resolution, this Agreement, and the NCA contemplated by this Agreement, the sums remaining (the "Net BIA Deposit"), shall be used for the reimbursement to the Developer for Costs each year by the JEDD Board and shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user - 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years - 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section - 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80%



of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account applicable to Developer' s Development only at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

Except as provided in Section 2.E of this Agreement with respect to the Developer Infrastructure Improvements, the parties agree that the JEDD Board shall have discretion to determine the improvements that \.Viii be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD 7 Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD 7 Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD 7 Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

### 3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek

additional payments from the County, the City or the Developer in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD 7 Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD 7 Contract.

D. At the election of the Township, the Developer agrees to cooperate with a qualified "developer" (as that term is used in R.C. Section 349.01, the "Statutory Developer") in connection with the filing by that the Statutory Developer of a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project Site. The Developer or the Developer's designee shall review and approve the Petition prior to filing, which approval shall not be unreasonably withheld. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a "Community Development Charge") pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI 265.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the "Township Legal Fee Payment"). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days

thereafter by means of delivery to the notice address provided in Section 6(1) of this Agreement or such other address as the Township may provide from time to time.

4. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD 7 Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, any required community development charges, and to prohibit lessees and assignees from challenging the validity of the JEDD 7 Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet this requirement shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD 7 Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements.

against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

D. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

E. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid. However, if the TIF Resolution, or the JEDD 7 Contract or the CRA Agreement fail to come into full force and effect on or before September 1, 2021, then this Agreement shall be null and void, and no party shall have any obligation hereunder.

F. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

G. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

H. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President  
Licking County Board of County Commissioners  
20 South Second Street  
Newark, OH 43055

With a copy to:

Assistant Prosecuting Attorney, Chief - Civil Division  
Licking County Prosecutor  
20 S. Second Street  
Newark, OH 43055

If to the Township, to:

President  
Etna Township Board of Trustees  
P.O. Box 188  
Etna, OH 43018-0188

With a copy to:

John Albers, Esq.  
Albers and Albers  
88 North Fifth Street  
Columbus, OH 43215

And

Kip Wahlers  
Ice Miller LLP  
250 West Street, Suite 700  
Columbus, Ohio 43215

If to the City, to:

Mayor  
City of Reynoldsburg  
7232 E. Main Street  
Reynoldsburg, OH 43068

With a copy to:

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

If to the Develo per, to:

Drew Strobel  
Counsel  
Scannell Properties #463, LLC  
8801 River Crossing Blvd., Suite 300  
Indianapolis , 1N 46240

With a copy to:

Chris L. Connelly, Esq.  
Taft Stettinius & Hollister LLP  
65 E. State Street, Suite I 000  
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO**

By: \_ \_ \_ \_ \_

Print Name: \_\_\_\_\_

Title: \_ \_ \_ \_ \_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Licking County, Ohio Prosecutor

**ETNA TOWNSHIP BOARD OF TRUSTEES**

By: \_ \_ \_ \_ \_

Print Name: \_ \_ \_ \_ \_

Title : \_ \_ \_ \_ \_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John B. Albers, Counsel for Township

**CITY OF REYNOLDSBURG, OHIO**

By: \_ \_ \_ \_ \_

Print Name: \_ \_ \_ \_ \_

Title : \_ \_ \_ \_ \_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, Reynoldsburg, Ohio

**SCANNELL PROPERTIES #463, LLC**

By: \_ \_ \_ \_ \_

Print Name: \_ \_ \_ \_ \_

Title: \_ \_ \_ \_ \_



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, **SS** :

fo  
The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Scannell Properties #463, LLC, an Indiana limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
TO DEVELOPMENT AND COMPENSATION AGREEMENT  
Copy of CRA Agreement  
(attached hereto)

**EXHIBITB**

**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Form of JEDD 7 Contract**

(attached hereto)

EXHIBITC

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of TIF Resolution

(attached hereto)



## **Etna-Reynoldsburg Joint Economic Development District 7 Economic Development Plan**

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 7 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract - 7 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

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

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





(3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, and services to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and including other Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").

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

(5) Any other purpose permitted by law at the time of such expenditure.

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

