

DRAFT - 7/26/19/2024

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG, OHIO

AND

HARRISON TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2024

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Joint Economic Development District Contract (this “Contract”) dated as of _____, 2024 is entered into by and between the City of Reynoldsburg, Ohio (the “City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and laws of the State of Ohio (the “State”); and Harrison Township (Licking County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State. (Capitalized terms and words used, but not otherwise defined, in this Contract have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, the JEDD Statutes authorize one or more municipal corporations and one or more townships to enter into a contract to provide for the creation of a joint economic development district; and

WHEREAS, the City and the Township desire to create a joint economic development district for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the City and the Township; and

WHEREAS, pursuant to the JEDD Statutes, the Constitution and laws of the State, the Charter and ordinances of City and resolutions of the Township, the City and the Township desire to enter into this Contract to set forth their agreements with respect to the JEDD, including, but not limited to, their contributions to the JEDD, the creation of the Board, the powers and duties of the Board and the distribution of proceeds of the JEDD Income Tax;

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

(Remainder of Page Intentionally Left Blank)

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. In addition to “Contract”, “City”, “State” and “Township” defined above, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the Board of Directors of the JEDD established in accordance with the JEDD Statutes and this Contract.

“Board Improvement Account” means the account established in the DC Agreement to be used for improvements within the JEDD Area, as further described in the DC Agreement.

“County” means Licking County, Ohio.

“C-Tec” means the Career and Technical Education Centers of Licking County, a joint vocational school district and political subdivision of the State.

“DC Agreement” means the Development and Compensation Agreement among the County, the Township, the City, the Developer, the School District and C-Tec, providing for the use of the JEDD Income Tax.

“Developer” means S.R. 158, LLC, an Ohio limited liability company.

“Effective Date” means the date immediately succeeding the occurrence of all of the following: (i) the City’s and Township’s execution of this Contract, (ii) the thirty-second day after the adoption of the Township’s resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the City’s ordinance authorizing this Contract.

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

“Net Revenues” means Gross Revenues less (a) costs incurred by the City and Township to establish the JEDD, (b) to the extent the funds available to the Board are insufficient for such purposes, any amount required to pay costs of any audits of the JEDD mandated by the State or any liability imposed on the JEDD or the Board by a court of competent jurisdiction, (c) amounts due to the City pursuant to the JEDD Income Tax Agreement, which amount shall not exceed 5% of the Gross Revenues, (d) 2% of the Gross Revenues allocated to the Board pursuant to Section 5.2, (e) 30% of the Gross Revenues payable to the School District pursuant to the DC Agreement, (f) 3% of the Gross Revenues payable to C-Tec pursuant to the DC Agreement, and (g) any amount paid or reimbursed pursuant to Section 6.4.

“JEDD Area” means the real property depicted on Exhibit A attached hereto and incorporated herein by this reference.

“JEDD” means the Harrison Township-Reynoldsburg Joint Economic Development District No. 1 created pursuant to the JEDD Statutes and this Contract and includes the real property described and depicted in Exhibit A to this Contract.

“JEDD Income” means (i) the income earned by persons working in the JEDD and (ii) the net profits of businesses located in the JEDD; provided, however, that JEDD Income only includes income and net profits generated on property that is classified as commercial/industrial (i.e., Class 2) for real property tax purposes.

“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) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

“JEDD Statutes” means Ohio Revised Code Section 715.72.

“Retail Project Site” means approximately 20.50 acres shown on Exhibit A as Lots (1) – (6).

“School District” means the Southwest Licking Local School District, a local school district and political subdivision of the State.

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 or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

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

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Contract.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of reference 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 and Territory. The City and the Township hereby create the “Harrison Township-Reynoldsburg Joint Economic Development District No. 1” consisting of real property described and depicted in Exhibit A to this Contract (the “JEDD Area”). The provisions set forth in Ohio Revised Code Section 715.72(R) shall apply to the unincorporated territory of the Township located in the JEDD.

Section 2.2 Purpose. The City and the Township are creating the JEDD for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the area of the Township.

Section 2.3 Contributions.

(a) The Township:

(i) shall furnish or cause to be furnished to the JEDD all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, including, but not limited to maintenance of township roads, snow removal and general administration; and

(ii) shall provide accommodations, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board.

(iii) may furnish to the JEDD such services allowed by law as the Township and the Board deem appropriate and agree.

(b) The City:

(i) shall provide the services set forth in the Income Tax Agreement; and

(ii) may furnish such services allowed by law as the City and the Board agree upon.

Section 2.4 Economic Development Plan. The Economic Development Plan for the JEDD shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract.

Section 2.5 Public Utilities Infrastructure. Pursuant to Ohio Revised Code Section 715.72(F)(8), the Township and the City estimate the total cost of providing public utility services, facilities and improvements to the JEDD to be approximately [\$_____], as further described in the estimate prepared by a professional engineer that is attached hereto as Exhibit D and

Commented [CCL1]: NTD – this is required since a portion of the JEDD is within on-half mile of a non-contracting municipality (Kirkersville). Note that Township or City will also need to provide Kirkersville with 30 days’ written notice prior to the public hearings.

incorporated herein by this reference (the “Public Utilities Infrastructure”). The costs associated with the Public Utilities Infrastructure are anticipated to be paid through a combination of (i) JEDD Income Tax revenues, (ii) tax increment financing revenues, and (iii) other lawful sources. As noted in Exhibit D, a portion of the Public Utilities Infrastructure is expected to be completed within five years of the Effective Date.

(End of Article II)

ARTICLE III
TERM

Section 3.1 Term. The term of this Contract shall commence on the Effective Date and shall terminate fifty (50) years thereafter, provided, however, that if the City and Township agree in writing, this Contract may be terminated after thirty (30) 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 executed between the Developer and the County for a portion of the JEDD Area. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

Section 3.2 Prior Termination. Notwithstanding Section 3.1, this Contract may be terminated prior to expiration of the Initial Term or any Renewal Period by the City or the Township by written notice to the other not earlier than 365 days and not later than 180 days prior to the termination date:

(a) if the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date; or

(b) if a final order of a court of competent jurisdiction invalidates the levy of the JEDD Income Tax and no appeal of such order has been filed or the period for such appeal has lapsed.

The termination of this Contract pursuant to (a) or (b) above shall be effective on the date stated in the notice of termination.

Section 3.3 Actions upon Termination. Upon termination of this Contract:

(a) the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and

(b) the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and

(c) 25% of any remaining assets of the JEDD shall be distributed to the City and 75% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the City and the Township must agree on the value of such assets for their distribution; and

(d) the records of the JEDD shall be given into the custody of the Township and shall be available for inspection or audit by the City or the Township.

(End of Article III)

**ARTICLE IV
THE BOARD**

Section 4.1 Creation, Membership and Appointment of the Board.

(a) Pursuant to the JEDD Statutes, the City and the Township hereby establish the Board to govern the JEDD.

(b) If on the Effective Date there are businesses located and persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, (iii) one member representing the owners of businesses located within the JEDD, (iv) one member representing the persons working within the JEDD, and (v) one member selected by the other members. The initial terms of the members described in this paragraph shall be one year, two years, three years, four years, and four years, respectively.

(c) If on the Effective Date there are no businesses located or persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, and (iii) one member selected by the remaining members. The initial terms of the members described in (i), (ii) and (iii) above shall be one year, two years and three years, respectively.

(d) If, after the Effective Date, a business locates or persons commence working within the JEDD, the Board shall be expanded to also include, in addition to the three Board members described in paragraph (c) above: (i) a member representing the owners of businesses located within the JEDD, and (ii) a member representing the persons working within the JEDD, and provided further that upon the termination of the member selected by the initial two members of the Board, thereafter that member shall be selected by the four members described in (i) and (ii) of paragraph (b) and in (i) and (ii) of this paragraph. The initial term of the two members selected pursuant to this paragraph shall be four years, commencing on the first day of the same month as the terms of the members described in (i) and (ii) of paragraph (c) above commenced.

(e) The City, through the Mayor, shall appoint the member representing the City. The Township shall appoint the members representing the Township and the persons working within the JEDD. The JEDD Board members shall appoint the member representing the owners of the businesses located within the JEDD, if any. The City and the Township will make their initial appointment of members of the Board within 60 days after the Effective Date, and the terms of those members shall commence on the first day of the first month commencing 57 days after the Effective Date. The Board shall first meet within the first month that commences 57 days after the Effective Date.

After the initial terms of all members expire, the terms of all members shall be for four years; provided, however, each member shall continue to serve until the member's successor is appointed; and provided further that upon termination of this Contract, the

terms of the members then serving shall terminate six months after the termination of this Contract.

(f) The term of any person to fill a vacancy on the Board because of the death, resignation or removal of a member shall terminate when the term of the member removed, resigned or died would have terminated.

(g) The City and the Township covenant to use their best efforts to timely appoint all members of the Board.

(h) The Chairperson shall be the Board member selected by the other Board members as set forth in R.C. 715.78.

(i) The members of the Board shall not receive compensation for such membership or for their attendance at meetings of the Board, but may be reimbursed for expenses incurred in performing their duties.

(j) Any member may be reappointed to the Board.

Section 4.2 Board Officers and Procedures. The Board shall enact bylaws or other procedures for the governance of the Board, including procedures for the election from its members of a Vice Chairperson and a Secretary-Treasurer; provided, however, the terms of such officers shall not be for a period longer than one year.

Section 4.3 Powers and Duties of the Board.

(a) In addition to the duty to enact bylaws or procedures set forth in Section 4.2, the Board shall:

(i) if it enacts the JEDD Income Tax as authorized by Section 5.1, enter into the JEDD Income Tax Agreement with the City; provided that payments to City for services rendered pursuant to the Income Tax Agreement shall not exceed 5% of Gross Revenues for any calendar year during the term of the Income Tax Agreement; and

(ii) adopt an annual budget for the Board and the JEDD that estimates the revenues and expenses of the Board and the JEDD; and

(iii) establish an appropriations procedure to provide for payment of the expenses of the Board and the JEDD and the distribution of the JEDD Income Tax in accordance with Section 5.2.

(b) In addition to the authorization to levy the JEDD Income Tax set forth in Section 5.1, the Board is authorized to:

(i) take such actions necessary or convenient to carry out the powers granted in this Contract and/or the JEDD Statutes; and

(ii) 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 or appurtenant thereto and the use thereof; and

(iii) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent from others, or operate, facilities for the JEDD; and

(iv) make available the uses or services of any JEDD facilities to one or more persons or government agencies or any combination thereof; and

(v) apply to the proper authorities of the United States pursuant to appropriate laws for the right to establish, operate and maintain foreign trade zones within the JEDD; and

(vi) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with the City or the Township; and

(vii) promote, advertise and publicize the JEDD and its facilities, provide information relating to the JEDD and promote the interests and economic development of the JEDD, the City, the Township and the State; and

(viii) make and enter into contracts and agreements and authorize one or more officers of the Board to sign instruments necessary or incidental to the performance of its duties and the execution of its powers pursuant to this Contract and the JEDD Statutes; and

(ix) employ managers or 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 JEDD; and

(x) receive and accept from any federal or state agency, the Township, the City or other persons grants for or in aid of the construction, maintenance or repair of any JEDD facility, for research and development with respect to JEDD facilities or for programs or other projects of the JEDD, and receive and accept aid or contributions from any source money, property, labor or other items of value, to be used and applied for the purposes of such grants, aids or contributions and this Contract; and

(xi) purchase fire and extended coverage and liability insurance for any JEDD facility or office, insurance protecting the JEDD and its Board, officers and employees against liability arising from the operations or actions of the Board or the JEDD, and any other insurance the Board may determine to be reasonably necessary.

(End of Article IV)

**ARTICLE V
JEDD INCOME TAX**

Section 5.1 Authorization to Levy JEDD Income Tax. The Board is hereby authorized to enact legislation to (a) levy the JEDD Income Tax at the rate levied by the City on the income of individuals and the net profits of businesses (2.50% as of the Effective Date), and (b) adopt regulations, rules or code for the administration, collection and enforcement of the JEDD Income Tax. The JEDD Income Tax rate shall remain two and one half percent (2.50%) and shall not change to equal the highest rate of the income tax levied by the City (if said highest rate is increased above 2.50%), or some rate in excess of two and one half percent (2.50%), but less than said highest rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate levied by the City is reduced below 2.50%, the JEDD Income Tax rate shall be adjusted to be equal to the then-maximum rate levied by the City; provided, however, that the approvals of the School District and C-Tec described in the DC Agreement shall immediately be revoked in such an event.

Section 5.2 Allocation of Proceeds of the JEDD Income Tax; Retail Project Site. The City shall, on behalf of the JEDD, and pursuant to the JEDD Income Tax Agreement, collect and administer the JEDD Income Tax.

(a) Gross Revenues generated from all portions of the JEDD Area except for the Retail Project Site shall be allocated and paid in the following priority: (i) to the City, the amount then due pursuant to the JEDD Income Tax Agreement (equal to 5%), (ii) to the City and Township, the documented out-of-pocket expenses incurred to establish the JEDD, (iii) to the City and/or the Township, an amount necessary to reimburse the City and/or the Township for amounts expended pursuant to Section 6.4, (iv) to the Board, an amount equal to 2% of the Gross Revenues, (v) to the School District, an amount equal to 30% of the Gross Revenues as provided in the DC Agreement, (vi) to C-Tec, an amount equal to 3% of the Gross Revenues as provided in the DC Agreement, and (vii) to the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction.

Gross Revenues generated from the Retail Project site shall be allocated and paid in the following priority: (i) to the City, the amount then due pursuant to the JEDD Income Tax Agreement (equal to 5%), (ii) to the City and Township, the documented out-of-pocket expenses incurred to establish the JEDD, (iii) to the City and/or the Township, an amount necessary to reimburse the City and/or the Township for amounts expended pursuant to Section 6.4, (iv) to the Board, an amount equal to 2% of the Gross Revenues, (v) to the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction, and (vi) to the Township, the Remaining Gross Revenues after the payments in (i) – (v) above.

(b) Any refunds due with respect to JEDD Income Tax shall be managed by the City in the same manner as refunds processed by the City with respect to taxpayers in the City.

(c) Net Revenues generated from all portions of the JEDD Area except for the Retail Project Site shall be allocated and paid as follows: 15% to the City, 10% to the Board Improvement Account, 15% to the County for 15 years and 10% thereafter, 5% to the Licking County Transportation Improvement District, and the remaining Net Revenues to the Township.

(d) Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the City shall, on behalf of the JEDD (i) pay from the Gross Revenues to the City the amounts then due pursuant to (a) above, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the City, the Township, the Board Improvement Account and the County pursuant to (c) above, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDD Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each business. In the event that any amount due from the Net Revenues to the Board, the City, the Board Improvement Account, the Township or the County is a negative amount, then that negative amount shall be set off against the next amount to be paid.

(e) It is expressly understood and agreed that amounts received by the City, the County and the Township may be used by each of the entities for any lawful purpose in each's sole discretion.

(End of Article V)

**ARTICLE VI
MISCELLANEOUS**

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

Section 6.2 Reports and Records. Within 30 days of the effective date of this Contract, the Board shall notify the Auditor of State of the State of Ohio of the creation of the JEDD and the Board.

Within three months after the end of each fiscal year of the JEDD, the Board shall compile and distribute to the City and the Township a report setting forth all revenues received by the JEDD during the preceding fiscal year and all disbursements made during that fiscal year.

Within three months prior to the commencement of each fiscal year of the JEDD, the Board shall prepare and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenses of the JEDD.

All books, records, documentation, and financial information of the JEDD shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDD shall fully cooperate with the City or the Township in fulfilling such a request.

Section 6.3 Amendments. Except for any amendment of this Contract or the JEDD to increase the territory of the JEDD, this Contract may be amended by the City and the Township pursuant to a written amendment authorized by the respective legislative authorities of the City and the Township. Any real property located within the JEDD may be removed from the JEDD pursuant to a written amendment duly authorized by the City and the Township. Following a duly authorized amendment removing real property from the JEDD, such property shall be deleted from the territory of the JEDD and shall then no longer be subject to the terms of the Contract. Any amendment of this Contract or the JEDD to increase the territory of the JEDD shall be subject to the provisions of the JEDD Statutes for adding areas to the JEDD.

Section 6.4 Support of Contract; Execution of Other Documents. The City and the Township shall support this Contract and shall defend the same against any lawsuits brought against the JEDD, the Board, the City or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the JEDD, the Board, the City or the Township shall be paid or reimbursed from Gross Revenues.

The engineering and surveying expenses and fees which were incurred by the Township in preparing both a description of the JEDD and a map denoting the boundaries of the JEDD shall be reimbursed from Gross Revenues prior to any distributions to the JEDD parties, up to a maximum recovery of \$_____, plus or minus 10%. If the Gross Revenues are insufficient at any time to pay any such expenses and fees, the Township shall be reimbursed when such revenues are available for that reimbursement.

The City and the Township each agree to cooperate with the others in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Contract.

Section 6.5 Binding Effect. All rights, benefits, and privileges under this Contract shall inure only to the City and the Township, and no third parties shall have any right to claim any rights, benefits, or privileges under this Contract. Each covenant, agreement or obligation of the City or the Township under this Contract is binding on each officer of the City or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform the covenant, agreement or obligation.

Section 6.6 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.7 Severability. The invalidity or unenforceability of any one or more provision of this Contract shall not affect the validity or enforceability of the remaining provisions of this Contract or any part thereof and the same shall remain in full force and effect.

Section 6.8 Governing Law and Choice of Forum. This Contract shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Contract or its breach will be decided in a court of competent jurisdiction within the State.

Section 6.9 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 hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) (A) the City at City of Reynoldsburg, Ohio, 7232 E. Main Street, Reynoldsburg, Ohio 43068, Attention: Mayor, (B) the Township at Harrison Township, 6750 Outville Road, Pataskala, Ohio 43062, Attention: President, Board of Township Trustees, and (C) to the Board, at Chair, Board of Directors, Harrison Township-Reynoldsburg Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

All payments shall be made to (i) (A) the City at City of Reynoldsburg, Ohio, 7232 E. Main Street, Reynoldsburg, Ohio 43068, Attention: Mayor, (B) the Township at Harrison Township, 6750 Outville Road, Pataskala, Ohio 43062, Attention: President, Board of Township Trustees, and (C) to the Board, at Chair, Board of Directors, Harrison Township-Reynoldsburg Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9. Alternatively, payments may be made electronically using information provided by the JEDD parties.

Section 6.10 Entire Agreement. This Contract is the only and entire agreement among the City and the Township regarding the JEDD.

(End of Article VI)

IN TESTIMONY WHEREOF, the City and the Township have subscribed to this JEDD Contract by their duly authorized officers:

**HARRISON TOWNSHIP
(LICKING COUNTY), OHIO**

Date: _____, 2024

By: _____
President, Board of Trustees

CITY OF REYNOLDSBURG, OHIO

Date: _____, 2024

By: _____
Mayor

Approved as to form:

City Attorney
City of Reynoldsburg, Ohio

[Signature Page of JEDD Contract]

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned fiscal officer of Harrison Township (Licking County), Ohio hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2024 under the foregoing Joint Economic Development District Contract 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 encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Harrison Township (Licking County), Ohio

[Township Fiscal Officer's Certificate - JEDD Contract]

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned fiscal officer of the City of Reynoldsburg, Ohio hereby certifies that the moneys require to meet the obligations of the City during the calendar year 2024 under the foregoing Joint Economic Development District Contract 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 encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

City Auditor
City of Reynoldsburg, Ohio

[City Fiscal Officer's Certificate - JEDD Contract]

**EXHIBIT A
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1**

DESCRIPTION OF THE JEDD

The JEDD consists of parcel number 025-080076-00.000 located within Harrison Township, Licking County, Ohio. The map attached as Exhibit A shows the location of the property.

**EXHIBIT A (CONTINUED)
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1**

DESCRIPTION OF THE JEDD

[insert map]



EXHIBIT A (CONTINUED)
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

[insert legal description if available]

EXHIBIT B
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

ECONOMIC DEVELOPMENT PLAN

The economic development plan for the Harrison Township-Reynoldsburg Joint Economic Development District No. 1 (the “JEDD”) to be created pursuant to a Joint Economic Development District Contract (the “JEDD Contract”) by and among the City of Reynoldsburg, Ohio (the “City”) and Harrison Township (Licking County), Ohio (the “Township”) will be the (i) construction of certain commercial improvements in the Township, and (ii) the construction of public infrastructure (the “Public Infrastructure”) to facilitate and support the commercial and residential development, including, but not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the City and the Township, together with all necessary or appropriate appurtenances.

The construction of the commercial improvements is expected to occur over the next 15-20 years.

The JEDD Contract provides that the Township shall furnish or cause to be furnished to the JEDD all usual and customary governmental services provided by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, and provide accommodation, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board. The JEDD Contract provides that the City shall cooperate and assist the Board in activities that promote, compliment and benefit economic development in the JEDD; shall cooperate and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; administer, collect and distribute the income tax expected to be levied by the Board on the income of persons working in the JEDD and the net profits of businesses located in the JEDD; act as fiscal agent for the JEDD and the Board; and furnish such services allowed by law as the City and the Board agree.

The JEDD Contract authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD at the same rate currently levied by the City (currently 2.50%) for distribution to the Board, the City and the Township.

EXHIBIT C
g
ENGINEERING ESTIMATE FOR PUBLIC UTILITIES IMPROVEMENTS

(attached hereto)