



# RESOLUTION 01-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO WORK WITH EARNHART HILL IN PROVIDING FOR A WATER CONNECTION BETWEEN THE VILLAGE OF ASHVILLE AND THE EARNHART HILL REGIONAL WATER DISTRICT, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Village of Ashville and Earnhart Hill has been discussing the ability to provide water to one another through the construction of a connector between the two water systems.

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

### SECTION ONE

The Mayor or Village Administrator is hereby authorized to enter into agreements as may be necessary and appropriate for the engineering, design, PTI, and Construction of a water connector between the Village of Ashville and Earnhart Hill Regional Water District.

### SECTION TWO

This Resolution is limited to \$25,000, beyond \$25,000 will require an additional authorization resolution.

### SECTION THREE

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2015

AT TEST:



April D. Grube, Clerk-Fiscal Officer

DATE:

7/29/15

APPROVED



Charles K. Wise, Mayor

DATE:

30 Jul 2015

Prepared: 12/01/2014

Revised Date: 12/10/2014

Review Date:





# RESOLUTION 02-2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO THE STATE OF OHIO, OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE RECREATIONAL TRAILS PROGRAM (RTP) AND/OR THE CLEAN OHIO TRAILS FUND (COTF), AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through Recreational Trails Program (RTP) and/or the Clean Ohio Trails Fund (COTF)

WHEREAS, the Village of Ashville Council desires financial assistance under the Recreational Trails Program (RTP) and/or the Clean Ohio Trails Fund Program (COTF) Program

NOW, THEREFORE, be it resolved by the Village of Ashville Council as follows:

1. That the Village of Ashville approves filing an application for RTP and/or COTF financial assistance
2. That the Mayor or Village Administrator are hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance
3. That the Village of Ashville Council does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the RTP and/or COTF Program

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 26<sup>th</sup> day of January 2015, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

PASSED THIS 26<sup>th</sup> DAY OF JANUARY, 2015

\_\_\_\_\_  
Clerk-Fiscal Officer  
(TITLE)

ATTEST:

April D. Grube, Clerk-Fiscal Officer

APPROVED:

Charles K. Wise, Mayor

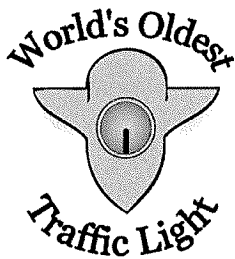
Prepared: 01/09/2015

Revised Date:

Review Date:

DATE: January 27, 2015

DATE: 27 Jan 15



# RESOLUTION 03-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO THE PICKAWAY COUNTY PARK DISTRICT FOR THE 2015 – PICKAWAY COUNTY PARK AND TRAIL GRANT PROGRAM (PCPTGP), AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the Pickaway County Park District (PCPD) administers a financial assistance program for public recreation purposes, through the 2015 Park and Trail Grant Program, and

WHEREAS, the Village of Ashville Council desires financial assistance under the Park and Trail Grant Program.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

- 1) That the Village of Ashville Council approves filing an application for financial assistance.
- 2) That Village Administrator or Mayor is hereby authorized and directed to execute and file an application with the Pickaway County Park District and to provide all information and documentation required to become eligible for possible funding assistance.
- 3) That the Village of Ashville Council agrees to complete the project as outlined in the grant proposal should the grant request be awarded.

Offered by: Nelson Embrey

Seconded by: Todd Henson

PASSED THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015

ATTEST:

Patricia J. Cavinee  
April D. Grube, Clerk-Fiscal Officer

DATE: 2-26-15

Patricia Cavinee, Acting

APPROVED:

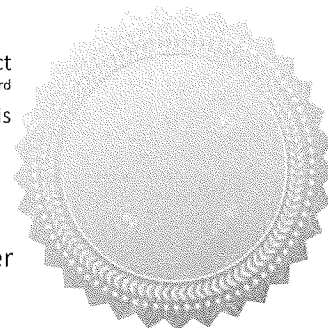
Charles K. Wise  
Charles K. Wise, Mayor

DATE: 15 Feb 15



Prepared: 02/09/2015  
Revised Date:  
Review Date:

CERTIFICATE OF RECORDING OFFICER  
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 23<sup>rd</sup> day of February 2015, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 04-2015

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO WATER POLLUTION CONTROL LOAN FUND (WPCLF), AND TO EXECUTE CONTRACTS AS REQUIRED.**

A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND AGREEMENT ON BEHALF OF THE VILLAGE OF ASHVILLE FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WATER RESOURCE RECOVERY FACILITY (WASTEWATER FACILITIES); AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

Whereas, the Village of Ashville seek to upgrade its existing wastewater facilities; and

Whereas, the Village of Ashville intends to apply for Water Pollution Control Loan Fund (WPCLF) for the planning, design and or construction of the Water Resource Recovery Facility (wastewater facilities); and

Whereas, the Ohio Water Pollution Control Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Council of the Village of Ashville, Ohio:

SECTION 1. That the Mayor or Village Administrator be and is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities on behalf of the Village of Ashville, Ohio.

SECTION 2. That the dedicated source of repayment will be the Sewer Improvement Fund for Wastewater Expansion Code 5702-543-560-5003.

SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Offered by: Nelson Embrey

Seconded by: Todd Henson

PASSED THIS 23<sup>rd</sup> DAY OF FEBRUARY, 2015

ATTEST:

*Patricia A. Cavinee*

April D. Grube, Clerk-Fiscal Officer

Patricia Cavinee, Acting

APPROVED:

*Charles K. Wise*

Charles K. Wise, Mayor

DATE: 2-16-15

DATE: 16 Feb 15

kwiktag® 105 833 569



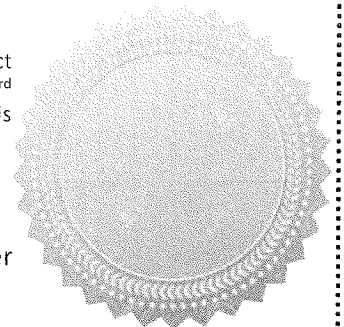
Prepared: 02/11/2015  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 23<sup>rd</sup> day of February 2015, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 05-2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION BY VILLAGE COUNCIL THAT PUBLIC SERVICES ARE AVAILABLE TO BE PROVIDED TO THE WATER RESOURCE RECOVERY FACILITY OF THE VILLAGE OF ASHVILLE PROPERTY THAT IS BEING DESIRED TO BE ANNEXED

Whereas, The Water Resource Recovery Department (Utility) of the Village of Ashville is desirous of annexing one point two six-six (1.266) and eleven point two seven-three (11.273) acres more or less into the Village of Ashville, and

Whereas, it is necessary for the Village of Ashville to provide certain assurances as they relate to the ability to provide services to the proposed tract of land to be annexed.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

**SECTION ONE:**

Water and sewer are available to the tract of land proposed for annexation by Ashville.

**SECTION TWO**

All water line and sewer extensions within the above reference tract will be at the expense of the landowner.

**SECTION THREE**

Police protection and other services offered by the Village shall be provided.

**SECTION FOUR**

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2015



ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 4/20/15

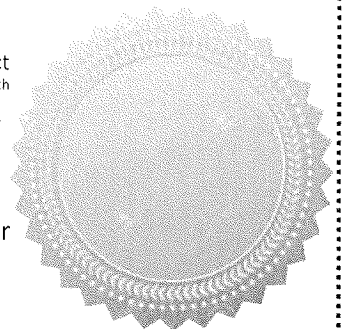
APPROVED:

Charles K. Wise, Mayor

DATE: 20 APR 15

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 20<sup>th</sup> day of April 2015, and that I am duly authorized to execute this certificate.



Prepared: 03/03/2015  
Revised Date:  
Review Date:

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 06-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO WORK WITH THE PICKAWAY COUNTY ENGINEERING DEPARTMENT TO PAVE ASHVILLE PIKE AND LONG STREET, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Village of Ashville and Pickaway County Engineering Office has been discussing the ability to have seamless paving project on the roadway going from State Route 752 North to State Route 762 on Ashville Pike and Long Street.

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

### SECTION ONE

The Mayor or Village Administrator is hereby authorized to enter into agreements as may be necessary and appropriate for the paving project on the roadway going from State Route 752 North to State Route 762 on Ashville Pike and Long Street, see attached Pickaway County Engineering Estimate.

### SECTION TWO

This Resolution is limited to \$76,847.94, beyond that amount will require an additional authorization resolution.

### SECTION THREE

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2015



ATTEST:

*April D. Grube*  
April D. Grube, Clerk-Fiscal Officer

DATE: 4/20/15

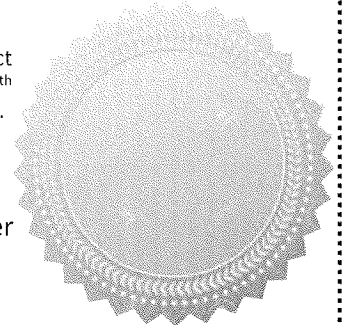
APPROVED:

*Charles K. Wise*  
Charles K. Wise, Mayor

DATE: 20 APR 15

Prepared: 03/03/2015  
Revised Date:  
Review Date:

CERTIFICATE OF RECORDING OFFICER  
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 20<sup>th</sup> day of April 2015, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 07-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION (S) FOR OHIO DEPARTMENT OF DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY2015.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of the Village of Ashville that meet the Low and Moderate Income (LMI) requirements,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

NOW, AND THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

### SECTION ONE

The Mayor or Village Administrator is hereby authorized to submit an application to the Pickaway County Board of Commissioner for (CDBG) funding. That funding will be for one (1) projects:

Priority One: Village of Ashville Long Street & State Route 316 Sidewalk Improvement Project

### SECTION TWO

The Council of Ashville will limit the expenditure for its portion of this project to \$25,000.

### SECTION THREE

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson Embrey

Seconded by: Todd Wenson

PASSED THIS 6<sup>th</sup> DAY OF APRIL, 2015



ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

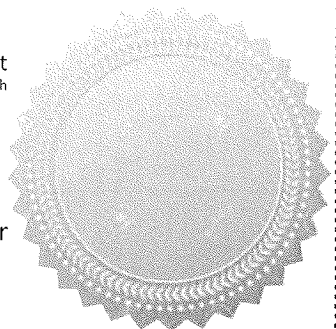
DATE: 4/16/15

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 16 APR 15

Prepared: 03/10/2015  
Revised Date:  
Review Date:

CERTIFICATE OF RECORDING OFFICER  
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 6<sup>th</sup> day of April 2015, and that I am duly authorized to execute this certificate.  
  
\_\_\_\_\_  
(Original signature of April D. Grube)  
  
Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 08-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO AUTHORIZE THE MAYOR OR VILLAGE ADMINISTRATOR TO EXTEND AN AGREEMENT WITH PICKAWAY COUNTY JOB AND FAMILY SERVICES AND AMEND 2015-02 TO ALLOW THE VILLAGE OF ASHVILLE TO PARTICIPATE IN THE TANF SUBSIDIZED SUMMER EMPLOYMENT PROGRAM YOUTH (SEP) INTO A SUBSIDIZED EMPLOYMENT PROGRAM (EP) WITH JOBS ONE-STOP. AND DECLARING AN EMERGENCY.

**WHEREAS**, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** that the following supplemental appropriations are made in the General Fund:

Move to Lands and Buildings \$5,000 to be split between 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare from 1000-930-930, Contingencies. This is for the purpose of appropriating funds. Once reimbursement for this funds has occurred from Jobs One-stop those funds will be returned to 1000-930-930 Contingencies.

**SECTION TWO:**

This Resolution will authorize the execution of an extension of an agreement with Pickaway County Jobs and Family Services by the Mayor or Village Administrator. The amendment to Ordinance 2015-03 will permit payroll to conform to said agreement, Exhibit I.

**SECTION THREE:**

This Resolution will authorize up to twenty-nine (29) hours per week for each individual in the TANF SEP Program.

**SECTION FOUR:**

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

Therefore, this resolution will take immediately upon its passage.

Offered by: Nelson R. Embrey

Seconded by: Brian M. Garvine

PASSED THIS 4<sup>th</sup> DAY OF MAY, 2015

ATTEST:

DATE: 5/13/15

April D. Grube, Clerk-Fiscal Officer

APPROVED:

DATE: 04 May 2015

Charles K. Wise, Mayor

Prepared: 05/01/2015  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 4<sup>th</sup> day of May 2015, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 09-2015

## OF THE VILLAGE OF ASHVILLE



### A RESOLUTION TO PROVIDE A SUMMER STUDENT WORKS PROGRAM (SSWP)

**WHEREAS**, the Council of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of Ashville,

**WHEREAS**, the Council of Ashville approves the position and range of staff to be employed by Ashville,

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** that in 2014 Ashville will have a Student Works Program funded from Lands and Buildings 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare,

**SECTION TWO:** this Resolution will allow for funding of a Student Works Program from June through August. The number of students will be from two (2) to four (4) students with an average of twenty (20) hours of work per week per student. The expenditure cannot exceed Ordinance 2014-02 Appropriation for 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare.

**SECTION THREE:**

This Resolution will authorize up to twenty-nine (29) hours per week for each individual in the Summer Student Works Program.

**SECTION FOUR:**

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Todd M Henson

PASSED THIS 18<sup>th</sup> DAY OF MAY, 2015

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 5/19/15

APPROVED:  
  
Charles K. Wise, Mayor

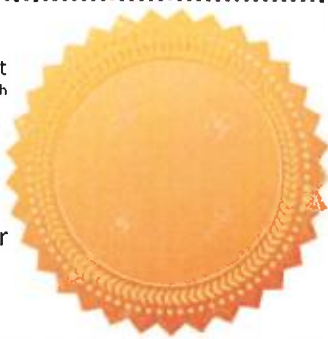
DATE: 19 May 15

Prepared: 04/30/2015  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 18<sup>th</sup> day of May 2015, and that I am duly authorized to execute this certificate.

\_\_\_\_\_ Clerk-Fiscal Officer  
(Original signature of April D. Grube) (TITLE)





# RESOLUTION 10-2015

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PROCURE NATURAL GAS THROUGH ASPEN ENERGY AND TO EXECUTE CONTRACTS AS REQUIRED.**

A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO ENTER INTO A GAS SERVICE AGREEMENT FOR THE PROPERTIES OWNED OR CONTROLLED BY THE VILLAGE OF ASHVILLE:

Whereas, the Village of Ashville is responsible for economically obtaining utility services for the equipment and facilities owned by the Village of Ashville; and

Whereas, Aspen Energy is in the business of procuring agreements for gas and electric services; and

Whereas, the Village of Ashville is interested in obtaining natural gas at a reduced cost; now therefore,

BE IT Resolved by the Council of the Village of Ashville, Ohio:

SECTION 1. That the Mayor or Village Administrator be and is hereby authorized to work with Aspen Energy to obtain natural gas for the Village of Ashville, Ohio.

SECTION 2. That this agreement will become part of the Gas Aggregation Process or will terminate as part of the conclusion of the Aggregation Process with no negative economic impact upon the Village of Ashville.

SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Brian M. Garvine

PASSED THIS 20<sup>th</sup> DAY OF JULY, 2015

ATTEST:

DATE: 7/22/15

April D. Grube, Clerk-Fiscal Officer

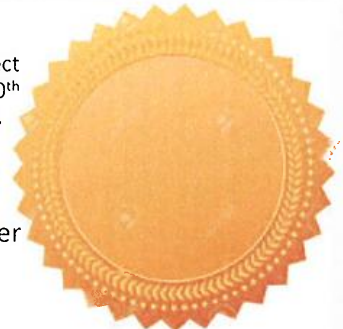
APPROVED:

DATE: 22 July 15

Charles K. Wise, Mayor

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 20<sup>th</sup> day of July 2015, and that I am duly authorized to execute this certificate.



Prepared: 06/10/2015  
Revised Date:  
Review Date:

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 11 - 2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO AMEND RESOLUTION 10-2015 AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION (S) FOR OHIO DEPARTMENT OF DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY2014, TO EXECUTE CONTRACTS AS REQUIRED\*, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of the Village of Ashville that meet the Low and Moderate Income (LMI) requirements,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

NOW, AND THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

### SECTION ONE

The Mayor or Village Administrator is hereby authorized to submit an application to the Pickaway County Board of Commissioner for (CDBG) funding, sign all documents for, and enter into an agreement for a CDBG Project on behalf of the Village of Ashville, Ohio\*. That funding will be for two projects:

- Priority One: Village of Ashville West Station Street Resurfacing Project Phase I
- Priority Two: Village of Ashville Long Street and State Route 316 Sidewalk Improvement Project

### SECTION TWO

The Council of Ashville will limit the expenditure for this project to \$50,000.

### SECTION THREE

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

Therefore, this resolution will take immediately upon its passage.

Offered by: Nelson R. Embrey

Seconded by: Tracie N. Sorvillo

PASSED THIS 3<sup>rd</sup> DAY OF AUGUST, 2015

ATTEST:

*Patricia A. Cavinee* DATE: 8-11-15

April D. Grube, Clerk-Fiscal Officer  
Acting Clerk, Patricia Cavinee

APPROVED:

*Charles K. Wise* DATE: 03 AUG 15

Charles K. Wise, Mayor

\* All Resolution modification applies to the text that has been added which is highlighted in yellow. The additional text was added for clarity not for inclusion or removal. All other provisions of the referenced resolution remain in full force without in any way affecting the remaining parts of said resolution or the remaining sections of said resolution.

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 3<sup>rd</sup> day of August 2015, and that I am duly authorized to execute this certificate.

Prepared: 07/31/2015  
Revised Date:  
Review Date:

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 12 - 2015

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION TO AMEND RESOLUTION 10-2015  
AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO  
PROCURE NATURAL GAS THROUGH ASPEN ENERGY AND  
TO EXECUTE CONTRACTS AS REQUIRED.**

A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO ENTER INTO A GAS SERVICE AGREEMENT FOR THE PROPERTIES OWNED OR CONTROLLED BY THE VILLAGE OF ASHVILLE:

Whereas, the Village of Ashville is responsible for economically obtaining utility services for the equipment and facilities owned by the Village of Ashville; and

Whereas, Aspen Energy is in the business of procuring agreements for gas and electric services; and

Whereas, the Village of Ashville is interested in obtaining natural gas at a reduced cost; now therefore,

BE IT Resolved by the Council of the Village of Ashville, Ohio:

SECTION 1. That the Mayor or Village Administrator be and is hereby authorized to work with Aspen Energy to obtain natural gas, sign all documents for, and enter into an agreement for these services on behalf of the Village of Ashville, Ohio\*.

SECTION 2. That this agreement will become part of the Gas Aggregation Process or will terminate as part of the conclusion of the Aggregation Process with no negative economic impact upon the Village of Ashville.

SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

PASSED THIS 3<sup>rd</sup> DAY OF AUGUST, 2015

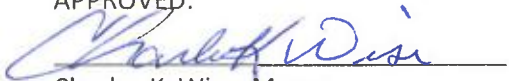
ATTEST:



April D. Grube, Clerk-Fiscal Officer  
Acting Clerk, Patricia Cavinee

DATE: 8-4-15

APPROVED:



Charles K. Wise, Mayor

DATE: 03 AUG 15

\* All Resolution modification applies to the text that has been added which is highlighted in yellow. The additional text was added for clarity not for inclusion or removal. All other provisions of the referenced resolution remain in full force without in any way affecting the remaining parts of said resolution or the remaining sections of said resolution.

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 3<sup>rd</sup> day of August 2015, and that I am duly authorized to execute this certificate.

Prepared: 07/31/2015  
Revised Date:  
Review Date:

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 13 - 2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (S), AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Ashville, Ohio is planning to make capital improvements to wastewater processing in the Village of Ashville thus submitting The Water Resource Recovery Facility Improvement Project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is qualified project under the OPWC programs,

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

### SECTION ONE

The Mayor and /or Village Administrator is hereby authorized to apply to the OPWC for funds as described above.

### SECTION TWO

The Mayor and /or Village Administrator is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

### SECTION THREE

Therefore, this resolution will take immediately upon its passage.

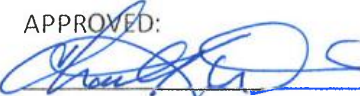
Offered by: Nelson R. Embrey

Seconded by: R. David Rainey

PASSED THIS 28<sup>th</sup> DAY OF SEPTEMBER, 2015

ATTEST  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 9/29/15

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 29 SEP 2015

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 28<sup>th</sup> day of September 2015, and that I am duly authorized to execute this certificate.



(Original signature of April D. Grube)

Clerk-Fiscal Officer

(TITLE)



Prepared: 09/24/2015  
Revised Date:  
Review Date:

Resolution 14-2015

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(VILLAGE COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the Village of Ashville, Pickaway County, Ohio, met in Regular session on the 28<sup>th</sup> day of September 20 15, at the office of Village of Ashville with the following members present:

Randy Loveless  
Tracie Sorvillo  
Brian Garvine  
Mayor Wise  
Nelson Embrey  
Todd Nenson  
David Rainey



Mr. Nelson Embrey moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 20 16; and

**WHEREAS**, The Budget Commission of Pickaway County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitations; therefore be it

**RESOLVED**, By the Council of the Village of Ashville, County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:




and be it further

**RESOLVED**, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

MR. David Rainey seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

- Mr. Randy Loveless - yea
- Ms. Tracie Sorvillo - yea
- Mr. Brian Garvine - yea
- Mr. Nelson Embrey - yea
- Mr. Todd Nenson - yea
- Mr. David Rainey - yea



# CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Pickaway County, ss.

I, April Grube, Clerk of the Council of the Village of Ashville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original \_\_\_\_\_

2016 Tax Budget

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 29~~th~~ day of September, 20 15

April Grube  
Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

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

COUNCIL OF THE VILLAGE OF

Ashville

Pickaway County, Ohio

## RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

(Village Council)

Adopted September 28 20 15  
April Grube  
Clerk of Council

Filed Sep 30 20 15  
Melina A. Beth  
County Auditor

By M Hamman  
Deputy

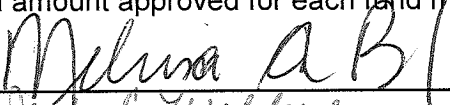


## CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of Pickaway County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the Village of Ashville for the fiscal year beginning January 1st, 2016.

Fund	Unencumbered Balance Jan. 1, 2016	Property Tax	Other Sources	Total
General	\$245,757.61	\$159,000.00	\$1,495,552.00	\$1,900,309.61
Street Construction	\$82,837.38	\$0.00	\$120,931.00	\$203,768.38
State Highway	\$331.15	\$0.00	\$9,468.00	\$9,799.15
Parks and Recreation	\$4,182.73	\$0.00	\$0.00	\$4,182.73
Drug Law Enforcement	\$0.00	\$0.00	\$0.00	\$0.00
Permissive Motor Vehicle	\$1,465.28	\$0.00	\$82,082.00	\$83,547.28
Police Education	\$0.00	\$0.00	\$0.00	\$0.00
Street Building Code	\$0.75	\$0.00	\$500.00	\$500.75
Surface Water Building Code	\$40.80	\$0.00	\$500.00	\$540.80
General Fund Building Code	\$424.14	\$0.00	\$500.00	\$924.14
Mayors Court Computer Fund	\$685.04	\$0.00	\$1,000.00	\$1,685.04
Grant Construction 4201	\$744,958.59	\$0.00	\$745,000.00	\$1,489,958.59
Grant Construction 4202	\$0.00	\$0.00	\$0.00	\$0.00
Griggs RR Crossing relocation	\$726,910.75	\$0.00	\$726,911.00	\$1,453,821.75
Water Operating	\$83,356.88	\$0.00	\$681,064.00	\$764,420.88
Sewer Operating	\$170,470.08	\$0.00	\$563,622.00	\$734,092.08
Water Improvement	\$913.90	\$0.00	\$9,000.00	\$9,913.90
Sewer Improvement	\$470,670.13	\$0.00	\$942,119.00	\$1,412,789.13
Randolph St. Storm/Water	\$0.30	\$0.00	\$0.00	\$0.30
Storm/Water Sanitary Improve	\$61,875.40	\$0.00	\$88,022.00	\$149,897.40
FmHA Sinking Fund	\$87.84	\$0.00	\$0.00	\$87.84
FmHA Debt Reserve	\$0.00	\$0.00	\$0.00	\$0.00
FmHA Debt Surplus	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Deposit Fund	\$1,536.49	\$0.00	\$3,600.00	\$5,136.49
Developer Revolving Fund	\$12,612.82	\$0.00	\$0.00	\$12,612.82
Totals:	\$2,609,118.06	\$159,000.00	\$5,469,871.00	\$8,237,989.06

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date: August 12, 2015

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

Budget  
Commission

**RESOLUTION 15-2015**

**A RESOLUTION AUTHORIZING RE-APPROPRIATION BETWEEN ACCOUNTS WITHIN THE GENERAL FUND TO COVER INCOME TAX RETAINER FEES AND AMENDING ORDINANCE 2015-03, THE APPROPRIATION ORDINANCE.**


**WHEREAS**, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** that the sum of \$10,000 is hereby transferred from 1000-910-930 CONTINGENCIES and appropriated to 1000-755-399 INCOME TAX ADMINISTRATION, CONTRACTUAL.

**PASSED THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2015**

**ATTEST:**

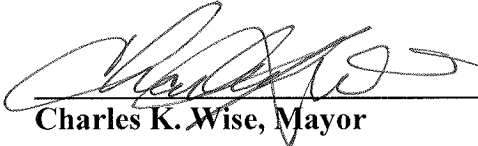


**April Grube, Clerk-Treasurer**

**DATE**

11/9/15

**APPROVED:**



**Charles K. Wise, Mayor**

**DATE**

11 SEPT 15

kwiktag®

105 833 662





# RESOLUTION 16 - 2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE VILLAGE ADMINISTRATOR TO ENTER INTO A LOAN FOR THE 2279 GRIGGS STREET RAILROAD RELOCATION PROJECT — OPWC-CT81P/CT82P, ESCROW ACCOUNT PUCO CASE # 13-301-RR-STP [ES-LEGAL.FID312040] AND NS MP N-684.39 CX0129153, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the Ohio Public Works Commission (OPWC), the Public Utilities Commission of Ohio (PUCO), the Ohio Railroad Development Commission (ORDC), Norfolk Southern, and the Village of Ashville are participating in an improvement project to relocate the Griggs Street Railroad Crossing to West Station Street, and

WHEREAS, the Contractor Darby Creek Excavating has performed a substantial amount of the surface, drainage and utility work for the project, and

WHEREAS, the Contractor Darby Creek Excavating is requesting payment for work performed, and

WHEREAS, the Village of Ashville, Ohio wishes to pay for work performed,

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

#### SECTION ONE

The Mayor and/or Village Administrator is hereby authorized to obtain a short term loan for a maximum of \$359,681.40.

#### SECTION TWO

The Mayor and /or Village Administrator is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

#### SECTION THREE

The Mayor and /or Village Administrator will obtain reimbursement from OPWC, PUCO, and ORDC up to the limits they have agreed.

#### SECTION FOUR

Therefore, this resolution will take immediately upon its passage.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2015

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 11/9/15

APPROVED

Charles K. Wise, Mayor

DATE: 11 Sept 15

#### CERTIFICATE OF RECORDING OFFICER

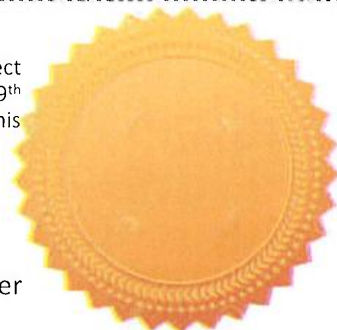
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 9<sup>th</sup> day of November 2015, and that I am duly authorized to execute this certificate.

Prepared: 11/05/2015  
Revised Date:  
Review Date:

Clerk-Fiscal Officer

(Original signature of April D. Grube)

(TITLE)





# RESOLUTION 17 - 2015 OF THE VILLAGE OF ASHVILLE



A RESOLUTION APPROVING THE EXECUTION OF A FIRST AMENDMENT TO MADISON TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND FIRST AMENDMENT TO THE ANNEXATION MORATORIUM AGREEMENT WITH THE TOWNSHIP OF MADISON AND THE CITY OF COLUMBUS

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 715.72 – 715.81 (the "JEDD Statutes"), the City of Columbus (the "City"), Madison Township (the "Township") and the Village of Ashville (this "Village") executed a Joint Economic Development District Contract, executed as of June 30, 2010 (the "Original JEDD Contract"), creating the Madison Township Joint Economic Development District (the "JEDD"). The JEDD currently encompasses a portion of the Township (the "Original JEDD Area"); and

WHEREAS, pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") imposed a 2.50% tax on income withheld from employees working within the JEDD Territory and on net business profits situated to the Original JEDD Area; and

WHEREAS, the Columbus Regional Airport Authority (the "Authority") and DRCS, LLC ("DRCS," and together with the Authority, the "Developers") desire to develop a parcel of land for commercial purposes (the "Project" or "Project Area") at a site within the boundaries of the Township (the "JEDD Addition," which is further described on the attached Exhibit A and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The JEDD Addition is located outside of the Original JEDD Area. The Original JEDD Area and the JEDD Addition are referred to collectively here in as the "Expanded JEDD Area." The Expanded JEDD Area is depicted on Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, the Village Council (this "Village Council") of this Village desires to add the JEDD Addition to the Original JEDD Area by executing a First Amendment to Madison Township Joint Economic Development Contract (the "First Amendment to JEDD Contract"), substantially in the form attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, this Village Council desires to enter into the First Amendment to JEDD Contract for the purpose of facilitating economic development, to create jobs and employment opportunities and to improve the economic welfare of the people in the City, the Township, this Village, Pickaway County (the "County"), and the State of Ohio (the "State") and anticipates that adding the JEDD Addition to the Original JEDD Area will bring economic development, jobs and revenue to this City, the Township, the County and the State; and

WHEREAS, the JEDD Addition meets all of the criteria set forth in R.C. Section 715.73; and

WHEREAS, this Village Council has authority to enter into the First Amendment to JEDD Contract pursuant to the JEDD Statutes; and

WHEREAS, pursuant to R.C. Sections 715.761, this Village Council has made available for public inspection a copy of the First Amendment to JEDD Contract, a description of the area to be added to the Original JEDD Area, and a map of the area to be added to the Original JEDD Area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area; and

Prepared: 11/13/2015  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 21<sup>st</sup> day of December 2015, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer

(TITLE)



WHEREAS, pursuant to R.C. Sections 715.761 and 715.75, this Village Council has published a notice of public hearing in a newspaper of general circulation in this Village, certificates of which are attached hereto as Exhibit C; and

WHEREAS, the Authority, as the only owner of the JEDD Addition and the Developers as the only owners of a business located within the JEDD Addition, have filed property owner and business owner petitions pursuant to R.C. Section 715.761(C)(6), thus alleviating the need for this Village to give notice as would otherwise have been required under R.C. Section 715.76; and

WHEREAS, pursuant to R.C. Sections 715.761(B) and 715.75(C), this Village Council caused a copy of the First Amendment to JEDD Contract to be delivered to the Board of County Commissions of Pickaway County on \_\_\_\_\_, 2015; and

WHEREAS, pursuant to R.C. Sections 715.76 and 715.761, this Village Council has held a public hearing allowing for public comment and recommendations on the First Amendment to JEDD Contract and the JEDD; and

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 709.192, the City, the Township and this Village executed the Madison Township Annexation Moratorium Agreement (the “Original AMA”) effective June 30, 2010. A copy of the Original AMA is attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the Original AMA originally encompassed a portion of the Township (the “Original AMA Area”), commonly referred to as the Northern Industrial Area, as depicted on the map attached as Exhibit A to the Original AMA and attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the City, the Township, this Village and the Developers desire to reaffirm that the Project Area is included in the Original AMA Area by executing the First Amendment to Madison Township Annexation Moratorium Agreement attached hereto as Exhibit E. The Original AMA Area and the Project Area are referred to collectively here in as the “Reaffirmed AMA Area.” The Reaffirmed AMA Area is depicted on Exhibit F hereto and incorporated herein by this reference

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL FOR THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

SECTION 1. This Village Council hereby finds and determines that the terms of the First Amendment to JEDD Contract are in the best interests of this Village and its residents and will enhance economic development, create jobs and employment opportunities, and improve the economic welfare of the people in this Village, the Township, the City, the County, and the State.

SECTION 2. This Village Council hereby approves the execution of the First Amendment to JEDD Contract and the First Amendment to Madison Township Annexation Moratorium Agreement, freely and without duress or coercion, and authorizes the Village Administrator to execute the First Amended JEDD Contract and the First Amendment to Madison Township Annexation Moratorium Agreement on behalf of this Village substantially in the form attached hereto as Exhibit B and Exhibit E, with such non-material and/or non-adverse changes as may be deemed appropriate by the Village Administrator and one other member of this Village Council. Such execution on behalf of this Village shall constitute conclusive evidence of this Village Council’s approval of any such changes. This Village Council further authorizes and directs the Village Administrator and one other member of this Village Council to take any further actions, and to execute and deliver any further agreements, certificates or documents that are necessary, reasonable or appropriate to carry out the purposes of the First Amended JEDD Contract and the First Amendment to Madison Township Annexation Moratorium Agreement.

SECTION 3. This Village Council hereby authorizes and directs the Clerk of this Village Council to file with the Board of County Commissioners of Pickaway County, in conjunction with the City and Township, all documents required to be filed under R.C. Sections 715.76 and 715.761, including, without limitation, (i) a signed copy of the First Amendment to JEDD Contract, (ii) a description of the area to be added to the Original JEDD Area, including a map in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area, (iii) a certified copy of this Resolution, (iv) a certificate of this Village that the public hearings required by R.C. Sections 715.761 and R.C. 715.75 were held, the date of the hearings, and evidence of publication of the notice of the hearings, (v) the petition signed by the Authority as the only owner of the JEDD Addition and (vi) the petition signed by the Developers as the only owners of a business located within the JEDD Addition.

SECTION 4. This Village Council hereby consents, pursuant to R.C. Section 715.81, to the granting of tax exemptions in the Expanded JEDD Area, including but not limited to exemptions under R.C. Section 3735.67, notwithstanding anything to the contrary in the JEDD Agreement.

SECTION 5. It is hereby found and determined that all formal actions of this Village Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Village Council, and that all deliberations of this Village Council and any decision making bodies of the City and Township that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 6. This Resolution shall take effect and be in full force and effect immediately upon its adoption.

Offered by: Nelson R. Embrey


Seconded by: Todd M. Henson

The vote, upon its adoption resulted:

Rainey, Yes Embrey, Yes Garvine, Absent Henson, Yes Loveless, Yes Sorvillo, Yes

PASSED THIS 21<sup>st</sup> DAY OF DECEMBER, 2015

ATTEST:

  
April D. Grube, Clerk-Fiscal Officer

DATE: 12/22/15

APPROVED:

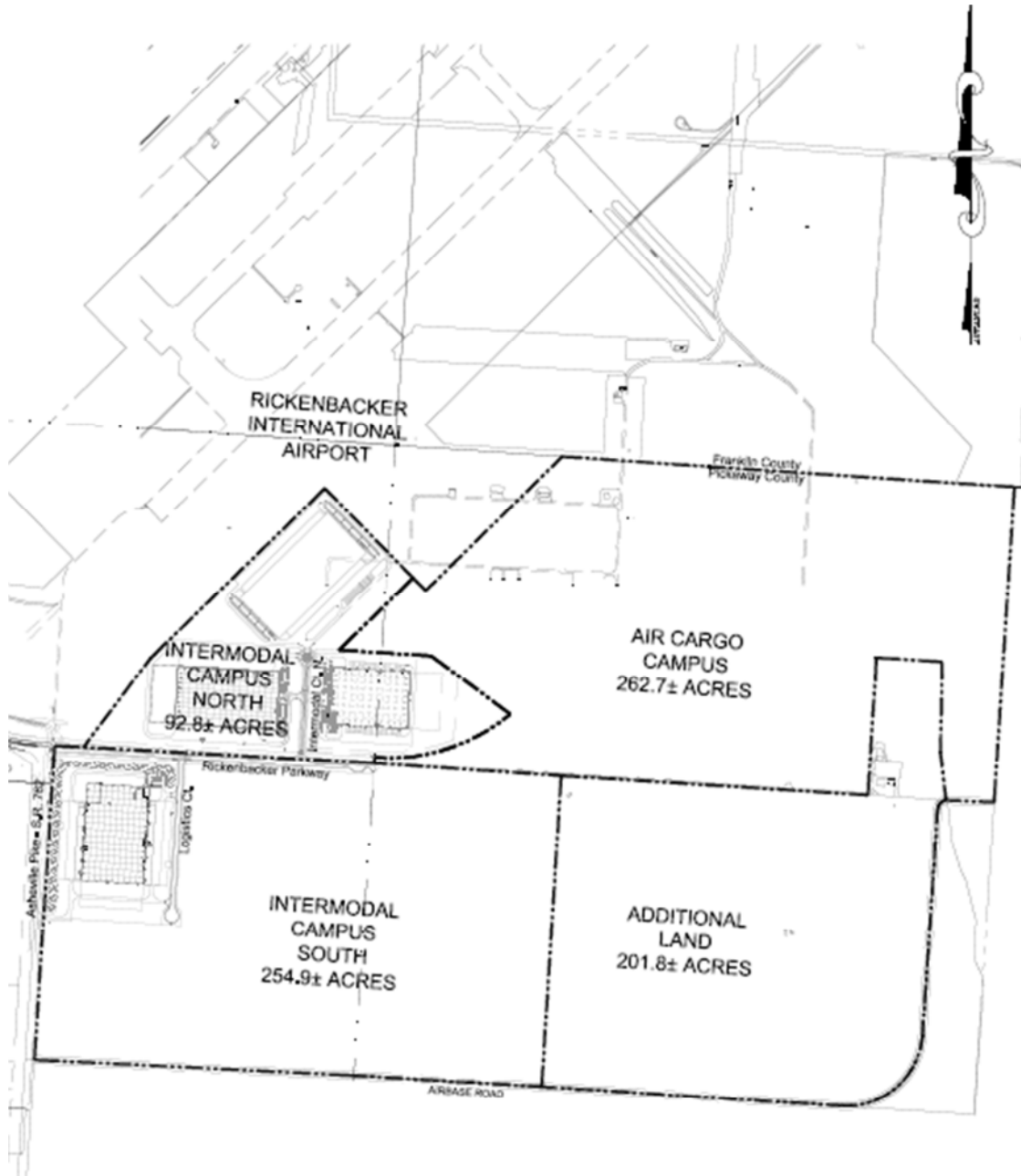
  
Charles K. Wise, Mayor

DATE: 12/22/15

**EXHIBIT A to the Village Resolution**  
**Description and Map of the JEDD Addition and Expanded JEDD Area**

The JEDD Addition is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified as “Additional Land” on the map below, and identified by the Pickaway County Auditor for tax year 2014 as parcel number F1600010000500.

The Expanded JEDD Area is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified as “Intermodal Campus North,” “Air Cargo Campus,” “Intermodal Campus South,” and “Additional Land” on the map below.





**EXHIBIT B to the Village Resolution**  
**Form of the First Amendment to JEDD Contract**  
**(attached hereto)**

**CITY OF COLUMBUS/VILLAGE OF ASHVILLE/MADISON TOWNSHIP  
FIRST AMENDMENT TO MADISON TOWNSHIP JOINT ECONOMIC  
DEVELOPMENT DISTRICT CONTRACT**

This First Amendment to Madison Township Joint Economic Development District Contract (the “First Amendment”) is executed effective \_\_\_\_\_, 2015 by and between the City of Columbus, Ohio (the “City”), Madison Township, Pickaway County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the “Township”); and the Village of Ashville, Ohio, an Ohio municipal corporation (the “Village”).

**RECITALS:**

A. Pursuant to Ohio Revised Code (“R.C.”) Sections 715.72 – 715.81 (the “JEDD Act”), the City, Township and the Village executed the Madison Township Joint Economic Development District Contract (the “Original JEDD Contract”) effective June 30, 2010. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Madison Township Joint Economic Development District (referred to herein as “JEDD,” or the “District”).

B. The JEDD originally encompassed a portion of the Township (the “Original JEDD Area”), as depicted on the map attached as Exhibit A to the Original JEDD Contract and attached hereto as Exhibit B and incorporated herein by this reference.

C. Pursuant to the Original JEDD Contract, the Board of Directors for JEDD (the “JEDD Board”) imposed a 2.50% tax on income withheld from employees working within the Original JEDD Area and on net business profits situated to the Original JEDD Area.

D. The Columbus Regional Airport Authority (the “Authority”) and DRCS, LLC (“DRCS,” and together with the Authority, the “Developers”) desire to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “JEDD Addition,” which is further described on the attached Exhibit C and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The JEDD Addition is located outside of the Original JEDD Area.

E. The City, Township, the Village and the Developers desire to facilitate the addition of the JEDD Addition to the Original JEDD Area. The Original JEDD Area and the JEDD Addition are referred to collectively here in as the “Expanded JEDD Area.” The Expanded JEDD Area is depicted on Exhibit D hereto and incorporated herein by this reference.

F. The City, Township and the Village have complied with all procedures of the JEDD Act related to the addition of the JEDD Addition to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.75 and the filing of documents with the Board of County Commissioners for Pickaway County, Ohio (the “County”) as required by R.C. Section 715.761.

G. As required by R.C. Sections 715.76 and 715.761, the Developers have submitted the required property owner and business owner petitions (the “Petitions”) necessary to add the JEDD Addition to the Original JEDD Area.

H. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the City Council of the City has approved the execution of this First Amendment. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the Board of Township Trustees of the Township has approved the execution of this First Amendment. Pursuant to Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, the Village Council has approved the execution of this First Amendment. Pursuant to Resolution No. \_\_\_\_\_, the Board of County Commissioners of the County has approved the execution of this First Amendment by the City, Township and the Village.

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

Section 1. Exhibit A to the Original JEDD Contract, which depicts the Original JEDD Area, shall be replaced by Exhibit D hereto, which depicts the Expanded JEDD Area.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City, Township and the Village have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

**VILLAGE OF ASHVILLE, OHIO**

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Village Law Director

**BOARD OF TRUSTEES OF MADISON TOWNSHIP, PICKAWAY COUNTY, OHIO**

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

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

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

Approved as to form:

\_\_\_\_\_  
Township Law Director

**CITY OF COLUMBUS, OHIO**

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A of the First Amendment to the Madison Township JEDD Contract**

**ORIGINAL JEDD CONTRACT**  
(attached hereto)

## MADISON TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Madison Township Joint Economic Development District Contract (the "Contract") is made and entered into as of June 30, 2010, by and among the City of Columbus ("Columbus"), the Village of Ashville ("Ashville"), and the Township of Madison, Pickaway County, Ohio ("Madison") in accordance with the terms and provisions set forth herein.

### RECITALS

A. Columbus, Ashville and Madison (the "JEDD Parties", each a "JEDD Party"), have entered into an Annexation Moratorium Agreement (the "Annexation Moratorium Agreement"), dated as of June 30, 2010, to place a moratorium on annexation within the Madison Township portion of the Northern Industrial Area, as defined herein, to allow for joint economic development within such area.

B. The JEDD Parties intend to enter into this Contract to create and provide for the operation of the Madison Township Joint Economic Development District (the "District") as a joint economic development district in accordance with Sections 715.72 through 715.81 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

C. Columbus is a municipality located primarily within Franklin County, Ohio and Madison is located within Pickaway County, Ohio. Ashville is a municipality located in Pickaway County. Franklin County and Pickaway County are adjacent counties. In accordance with Section 715.72(C)(1) of the Ohio Revised Code, the territory of each of the JEDD Parties is

contiguous to the territory of at least one other JEDD Party, or contiguous to the territory of a township or municipal corporation that is contiguous to another JEDD Party.

D. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 1787-2008, enacted by the City Council of Columbus on February 9, 2009, Ordinance No.2007-04 enacted by the Village Council of Ashville on May 21, 2007, and Resolution No.09-01, adopted by the Board of Township Trustees of Madison on December 29, 2009.

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

Section 1. Creation of District: Name. The JEDD Parties, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the "Madison Township Joint Economic Development District". The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The contracting parties (referred to herein as the JEDD Parties) to this Contract are Columbus, a municipal corporation existing and operating under the laws of the State, including its Charter, Ashville, a municipal corporation existing and operating under the laws of the State, and Madison, a township existing and operating under laws of the State, and their respective successors in all or in part.

Section 3. Purpose. In accordance with R.C. 715.72(C), the JEDD Parties 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, Pickaway County, Columbus, Ashville, Madison and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in **Exhibit A** attached to and made part of this Contract. The territory of the District is located entirely within Madison and does not include any "parcel of land", as defined in R.C. 715.70(B)(1), that is owned in fee by or is leased to a municipal corporation or a township. Franklin County and Pickaway County are adjacent counties as required by R.C. 715.72(B), and the territory of each JEDD Party is contiguous to the territory of at least one other JEDD Party or contiguous to the territory of a township or municipal corporation that is contiguous to another JEDD Party, as required by R.C. 715.72(C)(1). No electors reside or shall reside within the area or areas comprising the District and no part of the area or areas comprising the District is or shall be zoned for residential use, as required by R.C. 715.73(B).

Section 5. Addition and Removal of Areas from District. Subject to and consistent with R.C. 715.761 and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Contract, including **Exhibit A** hereto, may be amended from time to time to add certain property within Madison to the territory of the District. More specifically, only property located within the territory generally defined as the area of Madison south of the Franklin County line and bounded by the township line to the west, the Walnut Creek to the east and Duval Road to the south, which area is depicted on the map attached as **Exhibit B** (the "Northern Industrial Area"), shall be eligible to be added to the Madison Township JEDD.



Property may be added to the District upon the filing of a petition pursuant to R.C. 715.761(C)(6) and R.C. 715.76(F), where: (a) such petition is signed by all of the owners of that property (and signed by all of the owners of businesses, if any) with the Board; (b) a resolution approving the addition of the area is unanimously approved by the Madison township trustees; and (c) appropriate zoning is in place. The petition shall be considered in accordance with R.C. 715.761. Upon agreement by all of the JEDD Parties and the Board, this Contract, including **Exhibit A** hereto, shall be amended to add such property to the territory of the District pursuant to the petition requirements as provided hereinabove. Pursuant to R.C. 715.761(A), property added to the District shall meet all requirements of R.C. 715.73.

If at any time any property within the District is zoned for residential use, then such property shall be removed from the District.

Upon agreement of all of the JEDD Parties and the Board, this Contract, including **Exhibit A** hereto, may also be amended from time to time to remove property from the territory of the District.

Section 6. Term. The initial term of this Contract shall commence on the date hereof and shall terminate on December 31, 2055, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

Pursuant to R.C. 715.74(D), this Contract may be terminated at any time by mutual consent of all of the JEDD Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the

legislative actions of the JEDD Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Section 12 hereof, this Contract may also be terminated by any JEDD Party if it is determined at any time, for any reason, that joint economic development district contracts cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction or that the income tax provided for in Section 10 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. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the legislative authority of any JEDD Party. The termination shall occur on the date set forth in that notice.

Upon termination of this Contract, any property, assets and obligations of the District shall be divided equally between the JEDD Parties, except that any items of infrastructure constructed by or for any JEDD Party shall be retained by that JEDD Party. Any records or documents of the District shall be placed with Pickaway County for safekeeping, which records and documents shall be maintained by Pickaway County as are public records of Pickaway County.

Pursuant to Section 715.74(D) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the JEDD Parties and on any entities succeeding such JEDD Parties, whether by annexation, merger, consolidation or otherwise. Contemporaneous with the signing of this Contract, the JEDD Parties have entered into an Annexation Moratorium Agreement prohibiting annexation of property located within the Madison Township portion of the Northern Industrial Area, depicted on **Exhibit B**, by Columbus or Ashville. The intent of the Annexation Moratorium Agreement,

in combination with this Contract and any other JEDD Contracts, is to establish the legal and policy framework for the creation of an area (the Northern Industrial Area) reserved exclusively for joint development through joint economic development districts. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger, consolidation or otherwise, the JEDD Parties may, but are not required to, amend this Contract to add that municipal corporation as a party to this Contract. 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 Section 10 hereof. In the event that any portion of the territory of Madison that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a noncontracting municipal corporation or an incorporation as a municipal corporation, the JEDD Parties shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless (1) the District has been created and the income tax provided for in this Contract has been in effect for one year and (2) the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and has assumed all the obligations and responsibilities required under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the JEDD Parties.

This Contract shall become null and void, without further action of any JEDD Party, in the event that the voters of Madison fail to approve this Contract, pursuant to R.C. 715.77.

Section 7. Governmental Service; Contribution to the District. It is the intention of the JEDD Parties to provide certain governmental services to the District. The JEDD Parties will

cooperate to secure state and federal funding to contribute to or reimburse the parties for capital improvements.

As explained in more detail in Section 10 of this Contract, the District will establish a capital improvement plan and a plan to provide financing for needed infrastructure. It is anticipated that a variety of sources will assist, including developer assistance or reimbursement payments, and/or governmental grants or payments, proceeds or revenues from tax increment financing and income taxes generated from the District. (See Section 10 herein). It is a principle of this Contract that the provision of necessary infrastructure be guaranteed to the extent possible and that all JEDD Parties will have an opportunity to be reimbursed for costs incurred on their behalf.

In accordance with Section 715.74 of the Revised Code, the JEDD Parties each agree to contribute to the development and operation of the District as follows:

A. Sanitary Sewer Services. Sanitary Sewer Service will be provided pursuant to the Annexation Moratorium Agreement. Costs for sanitary sewer services will be recovered for provision of such sanitary sewer services in a manner consistent with and pursuant to the Annexation Moratorium Agreement from sources as determined by the Board in a manner consistent with and pursuant to the Annexation Moratorium Agreement.

B. Water Services. Water service will be provided pursuant to an agreement with Earnhart Hill Water and Sewer Service District (the "District"), in a manner consistent with and pursuant to the Annexation Moratorium Agreement.

C. Road Construction, Maintenance. As mentioned above, the JEDD Parties will develop a capital improvement plan to provide necessary road improvements and to determine

which JEDD Party shall make such improvements or whether private sector developers shall be responsible for certain improvements and the costs thereof.

D. Other Services. Madison shall provide fire protection/emergency medical services, as well as roadway snow removal/salting and pavement and road right-of-way maintenance. Police services will continue to be provided by the Pickaway County Sheriff's Office. With regard to the governmental services of traffic control device maintenance and energy for street lighting, the District shall pay such costs as an expense of operation of the District, pursuant to Section 10 of the Contract.

Section 8. Board of Directors. Pursuant hereto, a board of directors (the "Board") is established to govern the District. The Board shall consist of three members appointed as set forth in R.C. 715.78(A)(2). More specifically, the Board shall be composed of one member appointed by and representing Columbus, one member appointed by and representing Madison, and one member selected by the other two members described above. In the event that there become established within the District businesses and persons working within the District, then the Board shall consist of five members, appointed as set forth in R.C. 715.78(A)(1). More specifically, the Board shall be composed of one member representing Columbus, one member representing Madison, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other four members described above.

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

The Board shall elect the following officers (who shall constitute the "Officers" of the Board) from among its members: a Vice Chair, a Secretary and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Chairperson shall be the Board member selected by the other Board members as set forth in R.C. 715.78. 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.

Section 9. Powers, Duties, Functions. The Board shall adopt by-laws, which shall provide for the provisions herein and such other provisions as the Board determines necessary to operate the District in accordance with this Contract. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Columbus Regional Airport Authority at Rickenbacker or at other location as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board. If the Board consists of three members constituted as set forth in R.C. 715.78(A)(2), a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members as set forth in R.C. 715.78(A)(1), a minimum of three 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 members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

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. Any majority of 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 Tax Agreement (as defined in Section 10 hereof) that the Department of Finance of Columbus 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.

The Board shall adopt an annual budget for the District. The fiscal year of the district shall be January 1 through December 31. 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 income tax revenues in accordance with Section 10 hereof.

The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in a form acceptable to the Columbus City Auditor. The Board shall furnish to the Columbus City Auditor and to representatives of the other JEDD Parties, as soon as available and in any event within 75 days after the end of each fiscal year the following reports:

(A) Audited financial statements consisting of a Statement of Net Assets, Statement of Revenues, Expenses and Changes in Net assets and Statement of Cash Flows, together with all Notes thereto, fairly presenting the financial condition and results of operations of the District for the periods covered, accompanied by an opinion thereon of certified public accountants.

(B) Copies of any audit response letters or accountants' management letters received by the Board on behalf of the District.

All such financial statements and audit reports shall be prepared in accordance with governmental accounting and financial reporting standards as prescribed by the Governmental Accounting Standards Board. It is expressly understood that the Board shall provide such reports to the Columbus City Auditor and to representatives of the other JEDD Parties in a timely manner in order for the JEDD Parties to be able to comply with the reporting requirements of the Government Finance Officers Association of the United States and Canada and in order for the Columbus to continue to receive, annually, the Certificate of Achievement for Excellence in Financial Reporting, and the other JEDD Parties' requirements. In addition, the Board shall



provide the City of Columbus Finance Department and City Auditor and to representatives of the other JEDD Parties such other information as they reasonably request.

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:

(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;

(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) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to proper authorities of the United State 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;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;

(6) promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Pickaway County and the State of Ohio;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(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;

(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 or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(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.

All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The JEDD Parties to this Contract shall not 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, as well as other goods or services shall comply with applicable rules or regulations of the JEDD Parties.

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 715.74(C) of the Revised Code and Section 10 hereof.

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

Section 10. Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2.5% in the District in accordance with Section 715.74(C) of the Revised Code. The income tax shall go into effect as soon as is legally permissible. The rate of the income tax shall change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of that income tax shall be used for the purposes of the District and the JEDD Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the Columbus'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 715.74(C) 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.

In accordance with Section 715.74(C)(2) of the Revised Code, the Board shall enter into an agreement with Columbus to administer, collect and enforce the income tax on behalf of the district (the "Tax Agreement"). The Tax Agreement shall provide that the Director of Finance of Columbus 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.

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, which amount shall not exceed 12.5% of the estimated income tax revenues for that calendar year. Thereafter, the Administration shall repay the JEDD Parties the costs, which they incurred to establish the District pursuant to Section 7 hereof, until each JEDD Party is paid in full.

Net tax revenues in excess of the above shall be divided into two equal funds: the Partner Proceeds Fund (the "Partners Proceeds Fund") and the Partner Investment Reimbursement Fund (the "Partners Investment Reimbursement Fund").

Revenues in the Partner Proceeds Fund shall be paid and remitted annually without need of further action of the treasurer or the Board, as follows:

- (1) To Columbus, seventy percent (70%)
- (2) To Madison, twenty percent (20%)
- (3) To Ashville, ten percent (10 %)

The monies so paid or remitted to the JEDD Parties shall be used by each JEDD Party for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract, in accordance with R.C. 715.74(C)(1).

Revenues in the Partner Investment Reimbursement Fund shall be paid and remitted annually as follows:

1. The Partner Investment Reimbursement Fund shall continue to exist until the partners have been reimbursed for capital investment projects made on behalf of and authorized by the District or any other related joint economic development districts. Capital investment projects to be paid from Partner Investment Reimbursement Fund specifically include, but are not limited to, those projects undertaken pursuant to the Annexation Moratorium Agreement. If at any point this fund is no longer needed, all revenue generated through the income tax shall be deposited in the Partner Proceeds Fund.
2. The JEDD Parties shall develop a capital improvement plan for the District that shall detail the initial infrastructure required to support the District and identify the JEDD Party that has agreed to provide such infrastructure. The capital improvement plan shall also identify infrastructure improvements made or in the process of being made prior to the establishment of the District and for which a JEDD Party is to be reimbursed.
3. The JEDD Board, in consultation with the JEDD Parties, shall update the District's capital improvement plan on a frequency to be determined by the Board, but no less frequently than every five (5) years.
4. Each JEDD Party shall be reimbursed for all project costs expended in accord with the approved capital improvement plan.

- (a) However, while it is understood that each JEDD Party will likely need to finance its projects, no financing costs, as defined in Section 133.01(K) of the Ohio Revised Code, are reimbursable. Each JEDD Party shall bear its own financing expense.
  - (b) Columbus shall not seek reimbursement for project costs which are recovered through front foot fees paid to its water or wastewater utility. In addition, no JEDD Party will seek reimbursement for project costs that will be recovered or reimbursed through other sources such as developer assistance or reimbursement payments, or revenues from tax increment financing.
  - (c) Any federal or state grant funds obtained on behalf of a JEDD Party and/or the District shall be used to reduce the total cost for infrastructure investment required by the partners and are not eligible for reimbursement.
5. On an annual basis, each JEDD Party shall submit to the Board documentation for authorized project costs incurred by the partner during the prior year.
6. To the extent monies are available within the Partner Investment Reimbursement Fund, the Board shall remit annually payment to the JEDD Parties for documented expenses. The JEDD Parties assume that the revenues to this fund will not be adequate to meet the reimbursement expenses on an annual basis. All expenses not reimbursed the first year submitted shall be carried forward to future years until paid and shall be paid to the JEDD Parties in proportion to the outstanding amounts owed to those Parties.

The Tax Agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

The JEDD Parties acknowledge that property taxes levied on property within the District shall be distributed in accordance with Ohio law with no portion being distributed to other parties.

Section 11. Annexation; Zoning. The JEDD Parties agree that, so long as this Contract is in effect, the JEDD Parties will not (i) accept any annexation petitions for any property located in the District, or (ii) assist property owners to annex their property located in the District to a municipality. The JEDD Parties will not be divested of their rights or obligations under this Contract because of annexation, merger or succession of interests.

From and after the date of this Contract, Madison shall not approve and shall use its best efforts to oppose the establishment of enterprise zones under Section 5709.61 through 5709.69 of the Revised Code, as amended from time to time, and the granting of any tax exemption pursuant to Chapter 1728 and Section 3735.67 of the Revised Code, as amended from time to time, and the use of tax increment financing under Sections 5709.73 to 5709.81 of the Revised Code, as amended from time to time, within the District without the consent of all of the JEDD Parties.

As stated in Section 4 of this Contract, on the date of execution of this Contract, none of the area comprising the District is zoned for residential use. Upon the formation of the District, Madison agrees to implement and maintain only business, commercial and industrial zoning within the District. For purposes hereof and to the extent permitted by law, "zoning" shall include "conditional zoning", the granting of any variance or other form of permit to use, and otherwise prescribing the uses of property within the District.

Section 12. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The JEDD Party in default shall have 60 days after receiving written notice from any other JEDD Party of the event of default to cure that default.

If the default is not cured within that time period, any nondefaulting JEDD Party may sue the defaulting JEDD Party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default unless all JEDD Parties agree to such cancellation or termination.

Section 13. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the JEDD Parties only in a writing approved by the legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the JEDD Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 14. Binding Effect. This Contract shall be binding upon the JEDD Parties, and the District 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.

Section 15. Support of Contract. The JEDD Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of Madison of the resolution authorizing 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 JEDD Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each JEDD Party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.



Section 16. Signing Other Documents. The JEDD Parties agree to cooperate with one another and to use their best 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 17. Severability. Except as provided in Section 6 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,

(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,

(2) the illegality or invalidity or any applications hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(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 18. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.72 and 715.81 of the Revised Code. In the event that Section 715.72 or Section 715.81 of the Revised Code are amended or are supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, the JEDD Parties may agree at the time to follow either the provisions of Sections 715.72 and 715.81 existing on the date of this Contract or the


provisions of Sections 715.72 and 715.81 as amended or supplemented, to the extent permitted by law.

Section 19. Captions and Heading. 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 20. Consideration, Utility Contract. The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this Contract has been entered into between the JEDD Parties without duress or coercion related to the amendment, renewal or termination of a separate contract for utility services.

IN WITNESS WHEREOF, the JEDD Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Columbus, Ohio  
in the presence of:

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


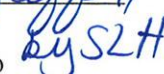
  
Name: \_\_\_\_\_

(Witnesses as to the City of Columbus, Ohio)

CITY OF COLUMBUS, OHIO

  
By: \_\_\_\_\_  
Director of Development

Approved as to legal form and  
correctness:

By:   
City Attorney  
City of Columbus, Ohio 

[Signature Page]

Signed as to the Village of Ashville, Ohio  
In the presence of:

VILLAGE OF ASHVILLE, OHIO

Linda A. Brown

Name:

Q. D. Godeube

Name:

(Witnesses as to the Village of Ashville, Ohio)

By: Charles H. Wise  
Mayor

Approved as to legal form and  
Correctness:

By: Mark Zappala  
Village Solicitor  
Village of Ashville, Ohio

[Signature Page]

Signed as to the Township of Madison,  
Pickaway County, Ohio in the presence of:

Cornie S. Swayed  
Name:

Bill Beck  
Name:

(Witnesses as to Township of Madison,  
Pickaway County, Ohio)

TOWNSHIP OF MADISON, PICKAWAY  
COUNTY, OHIO

By: Jeff Deere  
Trustee

By: Ronnie Welch  
Trustee

By: Jeffery McCray  
Trustee

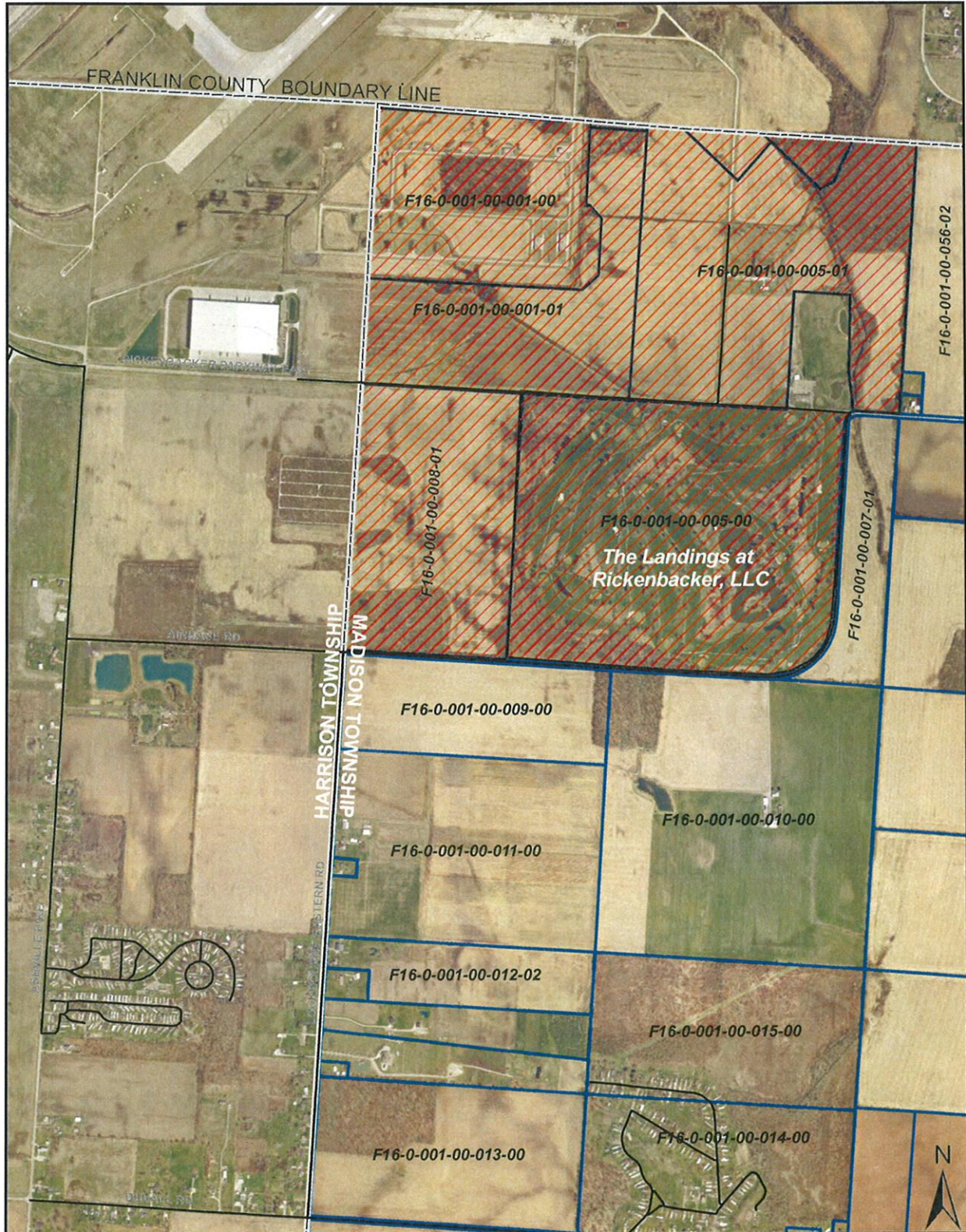
Approved as to legal form and  
correctness:

By: Judy C. Wolford  
Legal Counsel to Township of Madison,  
Pickaway County, Ohio

MAP OF THE DISTRICT

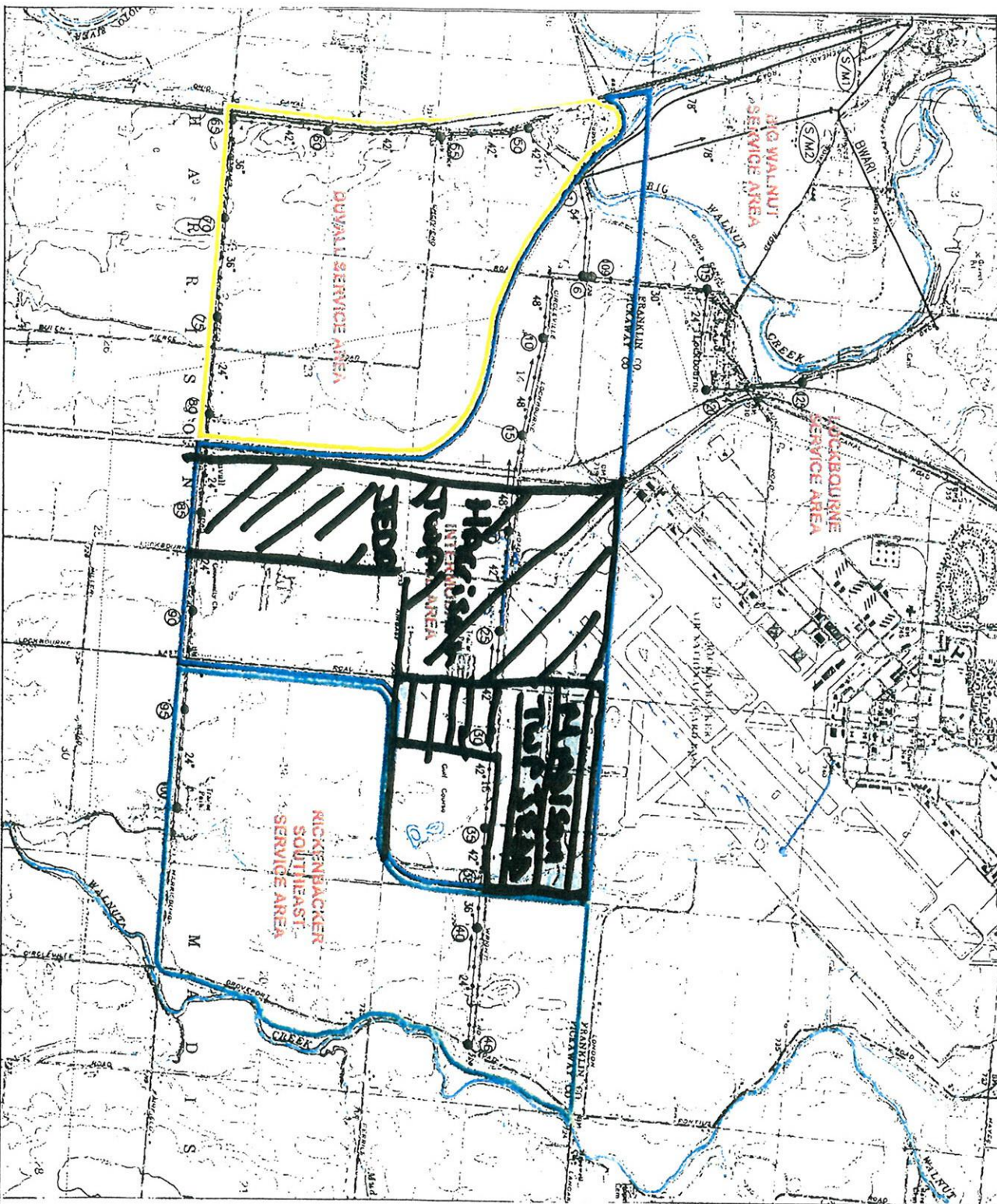
# MADISON TOWNSHIP

JOINT ECONOMIC DEVELOPMENT DISTRICT 2009



 MADISON TOWNSHIP JEDD AREA

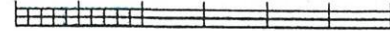
**NORTHERN INDUSTRIAL AREA**



## LEGEND

- |                       |                   |
|-----------------------|-------------------|
| SHAFT MANHOLE         | FLOW DIRECTION    |
| TRIBUTARY MANHOLE     | EXISTING CONTOUR  |
| NON-TRIBUTARY MANHOLE | TRIBUTARY ACREAGE |
| MANHOLE NUMBER        | 48" PIPE SIZE     |

0 2500 5000 7500 FT.



Scale: 1" = 2500'



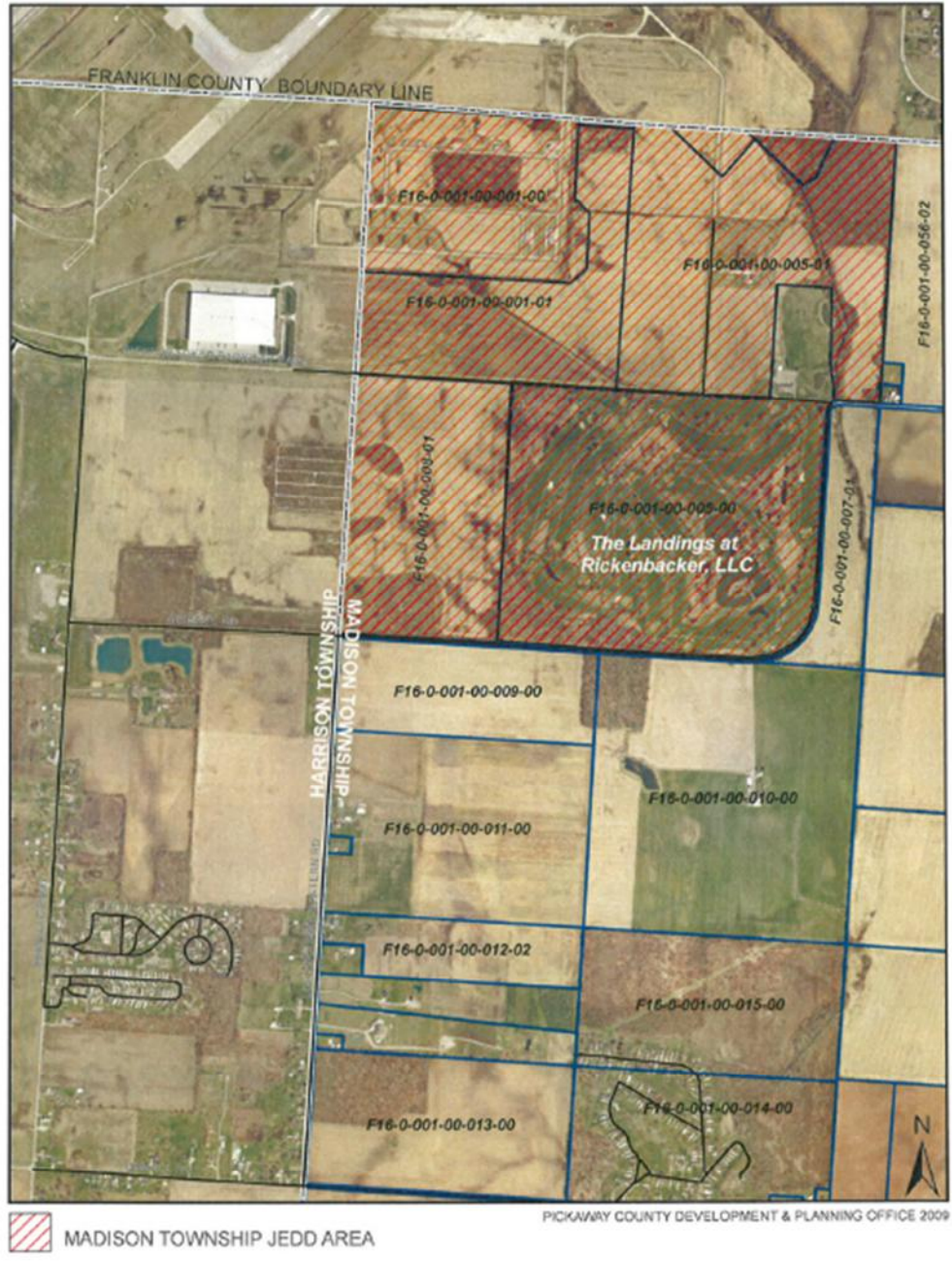


**EXHIBIT B of the First Amendment to the Madison Township JEDD Contract**

**DEPICTION OF ORIGINAL JEDD AREA**

**MADISON TOWNSHIP**

JOINT ECONOMIC DEVELOPMENT DISTRICT 2009



**EXHIBIT C of the First Amendment to the Madison Township JEDD Contract**

**DEPICTION OF JEDD EXPANSION**



**EXHIBIT D of the First Amendment to the Madison Township JEDD Contract**

**DEPICTION OF EXPANDED JEDD AREA**



**EXHIBIT C to the Village Resolution**

**Publication Certificates**

**(attached hereto)**

**EXHIBIT D to the Village Resolution**

**Original AMA**

**(attached hereto)**

**ANNEXATION MORATORIUM AGREEMENT**

This Annexation Moratorium Agreement (the "Agreement") is entered into this 30th day of June, 2010 by and among the City of Columbus, Ohio ("Columbus") and the Village of Ashville, Ohio ("Ashville"), (the municipalities are hereinafter sometimes collectively referred to as the "Contracting Municipalities"), and the Township of Madison, Pickaway County, Ohio ("Madison", and collectively with the Contracting Municipalities, the "JEDD Parties") in accordance with the terms and provisions set forth herein.

WHEREAS, the JEDD Parties wish to cooperate in facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Pickaway County, Columbus, Ashville, and Madison; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as an annexation agreement for purposes of Section 709.192 of the Ohio Revised Code; and

WHEREAS, the JEDD Parties agree that the intent of this Agreement, in combination with the Madison Township Joint Economic Development District Contract (the "MADISON TOWNSHIP JEDD Contract"), which established the Madison Township Joint Economic Development District (the "MADISON TOWNSHIP JEDD") and is incorporated herein by reference, is to establish the legal and policy framework for the creation of an area reserved exclusively for joint development through Joint Economic Development Districts (JEDDs), and such area, commonly referred to as the Northern Industrial Area, is set forth on the map attached hereto as *Exhibit A* and incorporated herein by reference; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as the basis for the provision of utility services, road construction and maintenance thereof and other governmental services in the Northern Industrial Area, and

NOW THEREFORE in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Columbus, Ashville, South Bloomfield and Madison hereby agree as follows:

Section 1. Agreement. The JEDD Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 2. Denial of Annexation Applications. If any landowner(s) of land within the Northern Industrial Area, which is the territory set forth on the map attached as Exhibit A, petitions for annexation, the parties agree that such lands shall not be annexed, and the Contracting Municipality to which annexation is proposed agrees to deny acceptance of any such annexation (including without limitation defeating any annexation acceptance legislation with regard to such proposed annexation).

Section 3. Joint Economic Development District Contracts. The JEDD Parties hereby agree that the Northern Industrial Area is an area reserved exclusively for joint development through JEDDs, and the MADISON TOWNSHIP JEDD Contract and any other JEDD contracts entered into by and among the JEDD Parties shall incorporate the applicable portions of the provisions for governmental services contained in Section 4 of this Agreement. It is further agreed that the JEDD Contract any other JEDD contract entered into by the JEDD Parties with regard to the territory located within the Northern Industrial Area will be substantially similar in form to the template JEDD contract attached hereto as *Exhibit B* and incorporated herein by reference (the "Template JEDD Contract"). The parties to this Agreement agree that the provision of governmental services described in Section 4 hereof to any commercial and industrial property owner in the Northern Industrial Area shall be conditioned on such property owner's agreement to join the MADISON TOWNSHIP JEDD or a subsequent JEDD when requested by any of the JEDD Parties.

Section 4. Governmental Services. It is the intention of the JEDD Parties to provide governmental services to the Northern Industrial Area. The governmental services provided shall include sanitary sewer (as provided herein), water (as described herein), road construction and maintenance and other general governmental services. The JEDD Parties will develop a capital improvement plan to provide and improve governmental services other than sanitary sewer services and water services and to determine which party or parties will make such improvements or whether private sector developers shall be responsible for certain of the improvements or the costs thereof. The JEDD Parties will further cooperate to secure state and federal funding to contribute to or reimburse the parties for such improvements. The use of the appropriate JEDD income tax revenue to offset the cost of future capital improvements shall be subject to Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract). The provision of sanitary sewer services and water services shall be restricted to commercial and industrial uses. The plans for such governmental services are as follows:

A. Sanitary Sewer. The Northern Industrial Area can be divided into three sub-areas for purposes of discussion of the provision of sanitary sewer services. These three sub-areas, as set forth on *Exhibit A* attached hereto, are (1) the area that includes the territory of the Norfolk Southern intermodal facility and the associated Columbus Regional Airport Authority real property in Harrison Township, as well as surrounding acreage along the shared jurisdictional borders of Franklin County and Pickaway County, (the "Intermodal Service Area"), (2) the remaining area east of the railroad tracks (the "Rickenbacker Southeast Service Area"), and (3) the remaining area west of the railroad tracks (the "Duvall Service Area"). Detailed plans for serving each of the sub-areas will be developed by the appropriate JEDD. Initially, the following service plans are anticipated:

(i) Intermodal Service Area. Columbus will be the provider of sanitary sewer services to the Intermodal Service Area. In the short-term the sanitary sewer solution will be to provide enough sanitary sewer service capacity to service the

Northern Pickaway County JEDD and the MADISON TOWNSHIP JEDD. This will require the construction and installation of a pump station and force main from the northeast corner of the Norfolk Southern site (as such site is set forth on the map attached hereto as *Exhibit A*) to two existing force mains that cross under the Columbus Regional Airport Authority's (the "CRAA") airport runways. In addition, an east/west gravity sewer along Ashville Road within the CRAA area would be constructed to serve the area east of the Norfolk Southern site. Either the CRAA or Columbus or both will be responsible for all costs for sanitary sewer services, and any and all of Columbus' costs will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD, from sources as agreed upon by the JEDD Parties, including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income.

The long-term sewer solution for the provision of sanitary sewer service in the Intermodal Service Area will require Columbus be the provider of sanitary sewer services in the remaining area east of the dual Norfolk Southern and CSX railroad tracks and the area west of the dual railroad tracks and north of the Duvall Service Area (i.e., both the Intermodal Service Area and the Rickenbacker Southeast Service Area). This will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the MADISON TOWNSHIP JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(ii) Rickenbacker Southeast Service Area. Sanitary sewer service for the Rickenbacker Southeast Service Area will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the MADISON TOWNSHIP JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental



grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(iii) Duvall Service Area. The JEDD Parties will cooperate to make sanitary sewer services available to the Duvall Service Area generally located on the west side of the railroad tracks in the near future. The aforementioned subtrunk will be constructed from the BWARI to a point south of Big Walnut Creek, which will connect to a north/south gravity sewer along Route 23 and an east/west gravity sewer along Duvall Road. This east/west gravity sewer along Duvall Road will serve the Duval Service area and it will also serve the southern areas in the Intermodal Service Area and the Rickenbacker Southeast Service Area. The JEDD Parties of the appropriate JEDD will agree and determine what parties will be responsible for the costs of sanitary sewer services (including private sector developers). Costs of any JEDD Party will be eligible for reimbursement, as specified in Section 10 of future JEDD Contracts based upon the Template JEDD Contract, from sources as agreed upon by the JEDD Parties of the appropriate JEDD, including but not limited to, front footage fees, governmental grants or payments, or revenues from tax increment financing, or shared income tax.

The provision of sanitary sewer services is subject to the requirements of all applicable chapters of Columbus City Code, as amended. Connections to the sanitary sewer system of Columbus and any additions or extensions thereto shall require the prior written approval of the Director of Public Utilities of the City of Columbus and shall be inspected by the City of Columbus. All additions and extensions to the sanitary sewer system shall be owned, operated and maintained by the City of Columbus, unless otherwise agreed, with the exception of private sewer laterals, which shall be owned and maintained by the property owners, but the installation of which shall be inspected by the City of Columbus. The City of Columbus shall collect all sewer service charges and fees as established by Columbus City Code, as amended, for outside city rates.

B. Water Service. Water services shall be provided to the Northern Industrial Area in accordance with the provisions of the "Contract Between The City Of Columbus, Ohio And Earnhart Hill Regional Water and Sewer District" (the "Water Contract"), dated as of August 25, 2006, between Columbus and Earnhart Hill Regional Water and Sewer District ("Earnhart Hill"), which is attached hereto and incorporated herein as *Exhibit C*. The MADISON TOWNSHIP JEDD and other future JEDDs, if any, must enter into contractual arrangements for water service with the District pursuant to the parameters of the Water Contract.

C. Road Construction and Maintenance. Certain highway improvements shall be constructed and maintained as may be necessary to facilitate roadway transportation to the appropriate JEDD District.

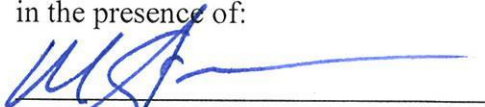
D. Other Governmental Services. Reference is hereby made to Section 7(D) of the Madison JEDD Contract, which sets forth certain provisions with regard to the provision of governmental services in the Madison JEDD; provided, however, such governmental services will be provided as determined and agreed upon by the appropriate

JEDD and the JEDD Parties, and Pickaway County shall continue to provide police services for any JEDD in the Northern Industrial Area as appropriate.

Section 5. Term. The initial term of this Agreement shall commence on the date that the MADISON TOWNSHIP JEDD is finally approved and shall terminate on January 1, 2056, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of utility facilities and other possible capital improvements has a permanent usefulness and duration.

IN WITNESS WHEREOF, the JEDD Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Columbus, Ohio  
in the presence of:

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


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

(Witnesses as to the City of Columbus, Ohio)

CITY OF COLUMBUS, OHIO

By:   
Director of Development

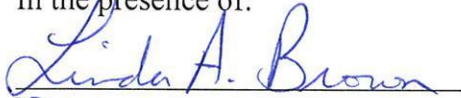
Approved as to legal form and  
correctness:

By: Richard C. Pfeiffer /  
City Attorney   
City of Columbus, Ohio

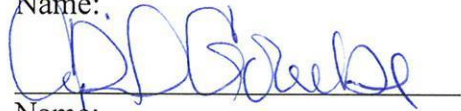
[Signature Page]

Signed as to the Village of Ashville, Ohio  
In the presence of:

VILLAGE OF ASHVILLE, OHIO



Name:



Name:

(Witnesses as to the Village of Ashville, Ohio)

By: 

Mayor

Approved as to legal form and  
Correctness:

By: 

Village Solicitor  
Village of Ashville, Ohio

[Signature Page]

Signed as to the Township of Madison,  
Pickaway County, Ohio in the presence of:

Cornie S. Swager  
Name:

Bin Bab  
Name:

(Witnesses as to Township of Madison,  
Pickaway County, Ohio)

TOWNSHIP OF MADISON, PICKAWAY  
COUNTY, OHIO

By: Jeff Derr  
Trustee

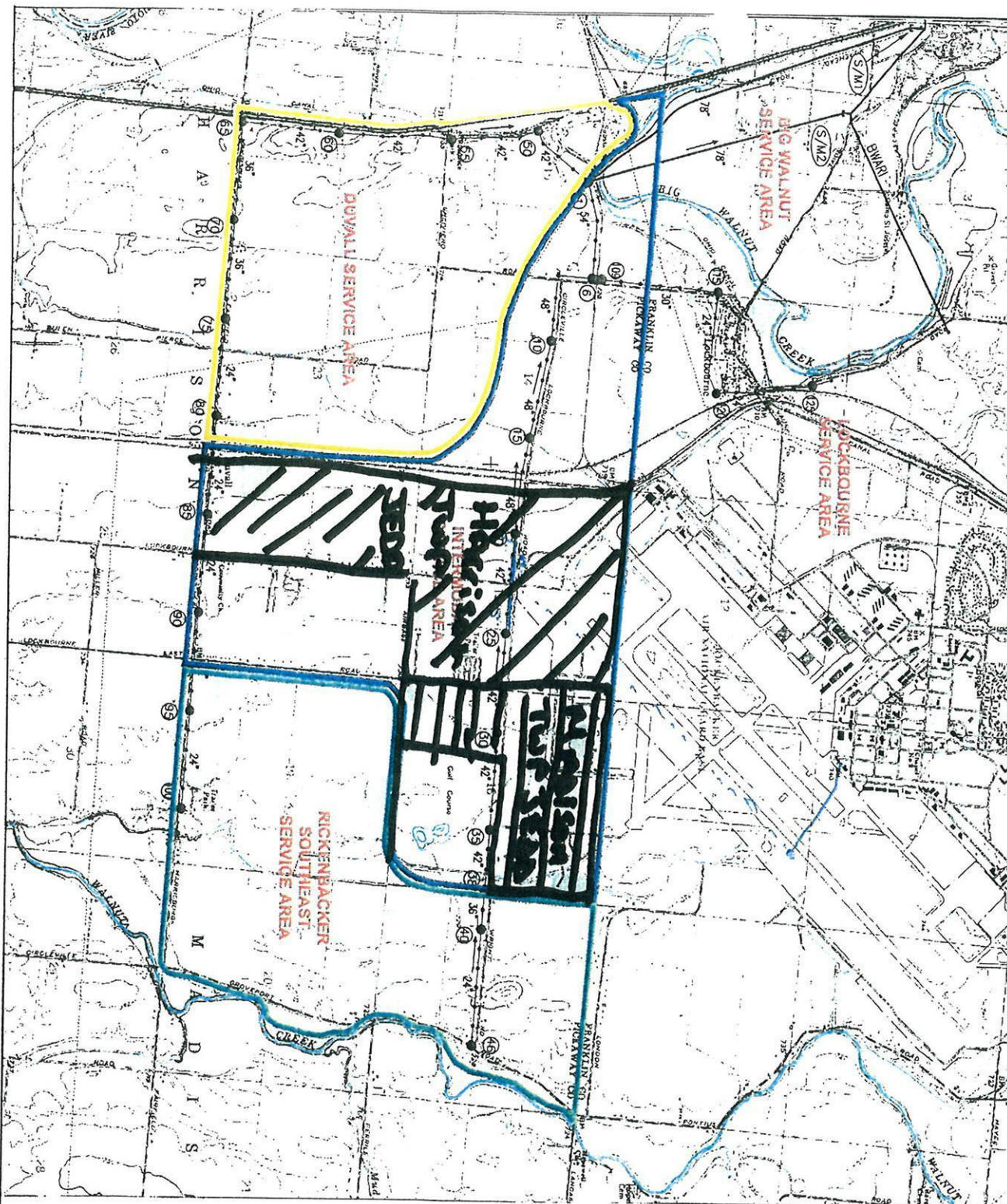
By: Ronni Welch  
Trustee

By: Jeff McCann  
Trustee

Approved as to legal form and  
correctness:

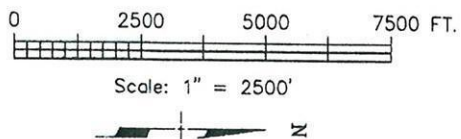
By: Judy C. Wolford  
Legal Counsel to Township of Madison,  
Pickaway County, Ohio

Northern Industrial Area



### LEGEND

- |  |                       |  |                   |
|--|-----------------------|--|-------------------|
|  | SHAFT MANHOLE         |  | FLOW DIRECTION    |
|  | TRIBUTARY MANHOLE     |  | EXISTING CONTOUR  |
|  | NON-TRIBUTARY MANHOLE |  | TRIBUTARY ACREAGE |
|  | MANHOLE NUMBER        |  | PIPE SIZE         |



**EXHIBIT E to the Village Resolution**  
**Form of the First Amendment to Madison Township AMA**  
**(attached hereto)**

**CITY OF COLUMBUS/VILLAGE OF ASHVILLE/MADISON TOWNSHIP  
FIRST AMENDMENT TO MADISON TOWNSHIP ANNEXATION MORATORIUM  
AGREEMENT**

This First Amendment To Madison Township Annexation Moratorium Agreement (the “First Amendment”) is executed effective \_\_\_\_\_, 2015 by and between the City of Columbus, Ohio (“City”), Madison Township, Pickaway County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of County Commissioners (the “Township”); and the Village of Ashville, Ohio, an Ohio municipal corporation (the “Village”).

**RECITALS:**

A. Pursuant to Ohio Revised Code (“R.C.”) Section 709.192, the City, Township and the Village executed the Madison Township Annexation Moratorium Agreement (the “Original AMA”) effective June 30, 2010. A copy of the Original AMA is attached hereto as Exhibit A and incorporated herein by this reference.

B. The Original AMA pertained to a portion of the Township (the “Original AMA Area”), commonly referred to as the Northern Industrial Area, as depicted on the map attached as Exhibit A to the Original AMA and attached hereto as Exhibit B and incorporated herein by this reference.

C. The Columbus Regional Airport Authority (the “Authority”) and DRCS, LLC (“DRCS,” and together with the Authority, the “Developers”) desire to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “Project Area,” which is further described on the attached Exhibit C and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project..

D. The City, Township, the Village and the Companies desire to reaffirm that the Project Area is included in the Original AMA Area. The Original AMA Area and the Project Area are referred to collectively here in as the “Reaffirmed AMA Area.” The Reaffirmed AMA Area is depicted on Exhibit D hereto and incorporated herein by this reference.

E. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the City Council of the City has approved the execution of this First Amendment. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the Board of Township Trustees of the Township has approved the execution of this First Amendment. Pursuant to Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, the Village Council has approved the execution of this First Amendment.

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

Section 1. Exhibit A to the Original AMA, which depicts the Original AMA Area, shall be replaced by Exhibit D hereto, which depicts the Reaffirmed AMA Area.



**IN WITNESS WHEREOF**, the City, Township and the Village have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

**VILLAGE OF ASHVILLE, OHIO**

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Village Law Director

**BOARD OF TRUSTEES OF MADISON TOWNSHIP, PICKAWAY COUNTY, OHIO**

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

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

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

Approved as to form:

\_\_\_\_\_  
Township Law Director

**CITY OF COLUMBUS, OHIO**

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A to the AMA Amendment**

**ORIGINAL AMA**  
(attached hereto)

**ANNEXATION MORATORIUM AGREEMENT**

This Annexation Moratorium Agreement (the "Agreement") is entered into this 30th day of June, 2010 by and among the City of Columbus, Ohio ("Columbus") and the Village of Ashville, Ohio ("Ashville"), (the municipalities are hereinafter sometimes collectively referred to as the "Contracting Municipalities"), and the Township of Madison, Pickaway County, Ohio ("Madison", and collectively with the Contracting Municipalities, the "JEDD Parties") in accordance with the terms and provisions set forth herein.

WHEREAS, the JEDD Parties wish to cooperate in facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Pickaway County, Columbus, Ashville, and Madison; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as an annexation agreement for purposes of Section 709.192 of the Ohio Revised Code; and

WHEREAS, the JEDD Parties agree that the intent of this Agreement, in combination with the Madison Township Joint Economic Development District Contract (the "MADISON TOWNSHIP JEDD Contract"), which established the Madison Township Joint Economic Development District (the "MADISON TOWNSHIP JEDD") and is incorporated herein by reference, is to establish the legal and policy framework for the creation of an area reserved exclusively for joint development through Joint Economic Development Districts (JEDDs), and such area, commonly referred to as the Northern Industrial Area, is set forth on the map attached hereto as *Exhibit A* and incorporated herein by reference; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as the basis for the provision of utility services, road construction and maintenance thereof and other governmental services in the Northern Industrial Area, and

NOW THEREFORE in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Columbus, Ashville, South Bloomfield and Madison hereby agree as follows:

Section 1. Agreement. The JEDD Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 2. Denial of Annexation Applications. If any landowner(s) of land within the Northern Industrial Area, which is the territory set forth on the map attached as Exhibit A, petitions for annexation, the parties agree that such lands shall not be annexed, and the Contracting Municipality to which annexation is proposed agrees to deny acceptance of any such annexation (including without limitation defeating any annexation acceptance legislation with regard to such proposed annexation).

Section 3. Joint Economic Development District Contracts. The JEDD Parties hereby agree that the Northern Industrial Area is an area reserved exclusively for joint development through JEDDs, and the MADISON TOWNSHIP JEDD Contract and any other JEDD contracts entered into by and among the JEDD Parties shall incorporate the applicable portions of the provisions for governmental services contained in Section 4 of this Agreement. It is further agreed that the JEDD Contract any other JEDD contract entered into by the JEDD Parties with regard to the territory located within the Northern Industrial Area will be substantially similar in form to the template JEDD contract attached hereto as *Exhibit B* and incorporated herein by reference (the "Template JEDD Contract"). The parties to this Agreement agree that the provision of governmental services described in Section 4 hereof to any commercial and industrial property owner in the Northern Industrial Area shall be conditioned on such property owner's agreement to join the MADISON TOWNSHIP JEDD or a subsequent JEDD when requested by any of the JEDD Parties.

Section 4. Governmental Services. It is the intention of the JEDD Parties to provide governmental services to the Northern Industrial Area. The governmental services provided shall include sanitary sewer (as provided herein), water (as described herein), road construction and maintenance and other general governmental services. The JEDD Parties will develop a capital improvement plan to provide and improve governmental services other than sanitary sewer services and water services and to determine which party or parties will make such improvements or whether private sector developers shall be responsible for certain of the improvements or the costs thereof. The JEDD Parties will further cooperate to secure state and federal funding to contribute to or reimburse the parties for such improvements. The use of the appropriate JEDD income tax revenue to offset the cost of future capital improvements shall be subject to Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract). The provision of sanitary sewer services and water services shall be restricted to commercial and industrial uses. The plans for such governmental services are as follows:

A. Sanitary Sewer. The Northern Industrial Area can be divided into three sub-areas for purposes of discussion of the provision of sanitary sewer services. These three sub-areas, as set forth on *Exhibit A* attached hereto, are (1) the area that includes the territory of the Norfolk Southern intermodal facility and the associated Columbus Regional Airport Authority real property in Harrison Township, as well as surrounding acreage along the shared jurisdictional borders of Franklin County and Pickaway County, (the "Intermodal Service Area"), (2) the remaining area east of the railroad tracks (the "Rickenbacker Southeast Service Area"), and (3) the remaining area west of the railroad tracks (the "Duvall Service Area"). Detailed plans for serving each of the sub-areas will be developed by the appropriate JEDD. Initially, the following service plans are anticipated:

(i) Intermodal Service Area. Columbus will be the provider of sanitary sewer services to the Intermodal Service Area. In the short-term the sanitary sewer solution will be to provide enough sanitary sewer service capacity to service the

Northern Pickaway County JEDD and the MADISON TOWNSHIP JEDD. This will require the construction and installation of a pump station and force main from the northeast corner of the Norfolk Southern site (as such site is set forth on the map attached hereto as *Exhibit A*) to two existing force mains that cross under the Columbus Regional Airport Authority's (the "CRAA") airport runways. In addition, an east/west gravity sewer along Ashville Road within the CRAA area would be constructed to serve the area east of the Norfolk Southern site. Either the CRAA or Columbus or both will be responsible for all costs for sanitary sewer services, and any and all of Columbus' costs will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD, from sources as agreed upon by the JEDD Parties, including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income.

The long-term sewer solution for the provision of sanitary sewer service in the Intermodal Service Area will require Columbus be the provider of sanitary sewer services in the remaining area east of the dual Norfolk Southern and CSX railroad tracks and the area west of the dual railroad tracks and north of the Duvall Service Area (i.e., both the Intermodal Service Area and the Rickenbacker Southeast Service Area). This will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the MADISON TOWNSHIP JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(ii) Rickenbacker Southeast Service Area. Sanitary sewer service for the Rickenbacker Southeast Service Area will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the MADISON TOWNSHIP JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the MADISON TOWNSHIP JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental

grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(iii) Duvall Service Area. The JEDD Parties will cooperate to make sanitary sewer services available to the Duvall Service Area generally located on the west side of the railroad tracks in the near future. The aforementioned subtrunk will be constructed from the BWARI to a point south of Big Walnut Creek, which will connect to a north/south gravity sewer along Route 23 and an east/west gravity sewer along Duvall Road. This east/west gravity sewer along Duvall Road will serve the Duval Service area and it will also serve the southern areas in the Intermodal Service Area and the Rickenbacker Southeast Service Area. The JEDD Parties of the appropriate JEDD will agree and determine what parties will be responsible for the costs of sanitary sewer services (including private sector developers). Costs of any JEDD Party will be eligible for reimbursement, as specified in Section 10 of future JEDD Contracts based upon the Template JEDD Contract, from sources as agreed upon by the JEDD Parties of the appropriate JEDD, including but not limited to, front footage fees, governmental grants or payments, or revenues from tax increment financing, or shared income tax.

The provision of sanitary sewer services is subject to the requirements of all applicable chapters of Columbus City Code, as amended. Connections to the sanitary sewer system of Columbus and any additions or extensions thereto shall require the prior written approval of the Director of Public Utilities of the City of Columbus and shall be inspected by the City of Columbus. All additions and extensions to the sanitary sewer system shall be owned, operated and maintained by the City of Columbus, unless otherwise agreed, with the exception of private sewer laterals, which shall be owned and maintained by the property owners, but the installation of which shall be inspected by the City of Columbus. The City of Columbus shall collect all sewer service charges and fees as established by Columbus City Code, as amended, for outside city rates.

B. Water Service. Water services shall be provided to the Northern Industrial Area in accordance with the provisions of the "Contract Between The City Of Columbus, Ohio And Earnhart Hill Regional Water and Sewer District" (the "Water Contract"), dated as of August 25, 2006, between Columbus and Earnhart Hill Regional Water and Sewer District ("Earnhart Hill"), which is attached hereto and incorporated herein as *Exhibit C*. The MADISON TOWNSHIP JEDD and other future JEDDs, if any, must enter into contractual arrangements for water service with the District pursuant to the parameters of the Water Contract.

C. Road Construction and Maintenance. Certain highway improvements shall be constructed and maintained as may be necessary to facilitate roadway transportation to the appropriate JEDD District.

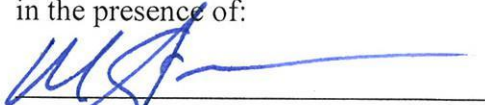
D. Other Governmental Services. Reference is hereby made to Section 7(D) of the Madison JEDD Contract, which sets forth certain provisions with regard to the provision of governmental services in the Madison JEDD; provided, however, such governmental services will be provided as determined and agreed upon by the appropriate

JEDD and the JEDD Parties, and Pickaway County shall continue to provide police services for any JEDD in the Northern Industrial Area as appropriate.

Section 5. Term. The initial term of this Agreement shall commence on the date that the MADISON TOWNSHIP JEDD is finally approved and shall terminate on January 1, 2056, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of utility facilities and other possible capital improvements has a permanent usefulness and duration.

IN WITNESS WHEREOF, the JEDD Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Columbus, Ohio  
in the presence of:

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


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

(Witnesses as to the City of Columbus, Ohio)

CITY OF COLUMBUS, OHIO

By:   
Director of Development

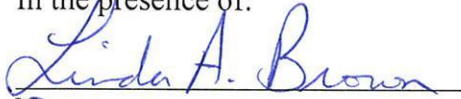
Approved as to legal form and  
correctness:

By: Richard C. Pfeiffer /  
City Attorney   
City of Columbus, Ohio

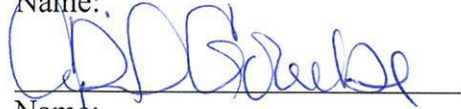
[Signature Page]

Signed as to the Village of Ashville, Ohio  
In the presence of:

VILLAGE OF ASHVILLE, OHIO



Name:



Name:

(Witnesses as to the Village of Ashville, Ohio)

By: 

Mayor

Approved as to legal form and  
Correctness:

By: 

Village Solicitor  
Village of Ashville, Ohio



[Signature Page]

Signed as to the Township of Madison,  
Pickaway County, Ohio in the presence of:

Cornie S. Swager  
Name:

Bin Bab  
Name:

(Witnesses as to Township of Madison,  
Pickaway County, Ohio)

TOWNSHIP OF MADISON, PICKAWAY  
COUNTY, OHIO

By: Jeff Derr  
Trustee

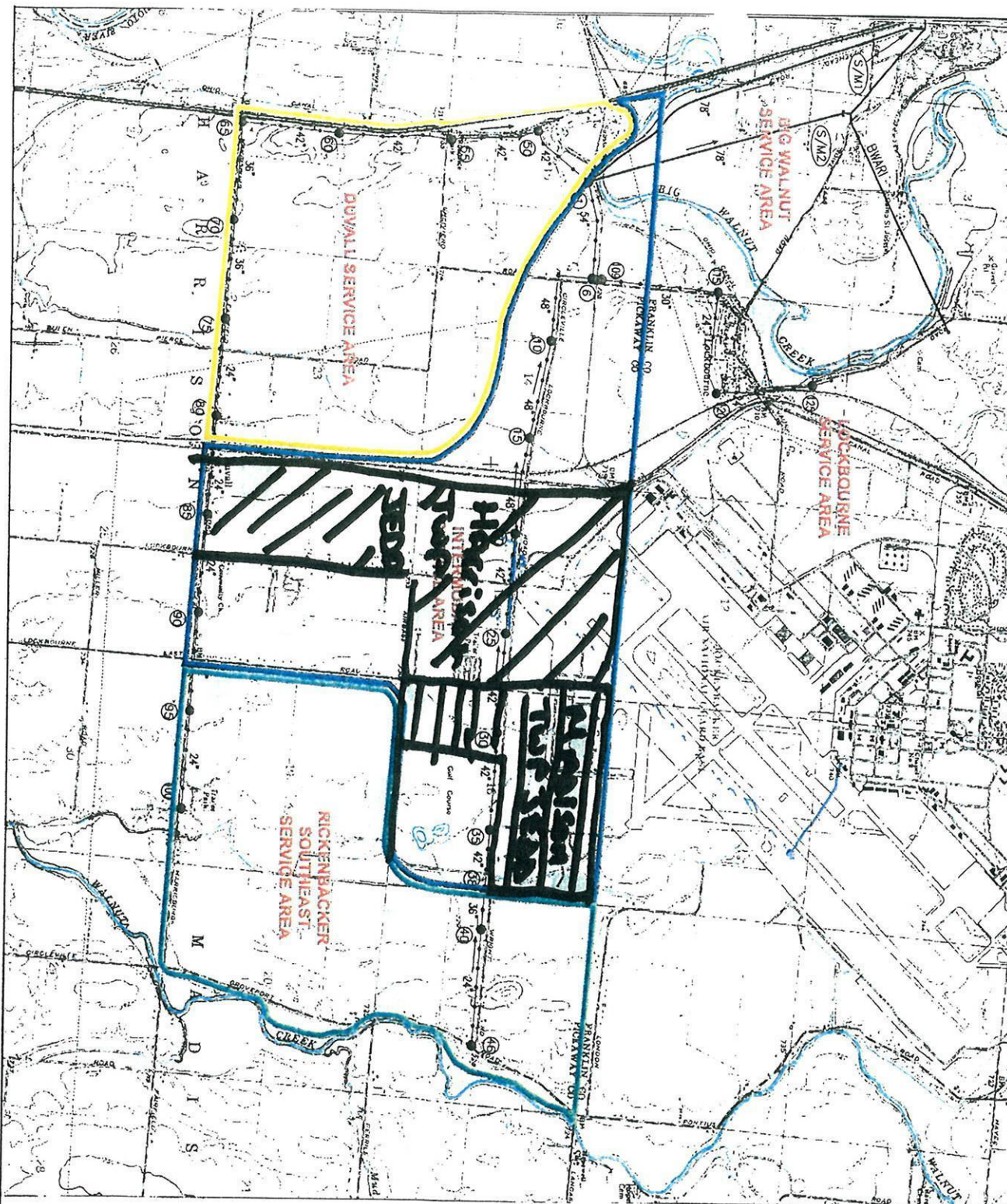
By: Ronni Welch  
Trustee

By: Jeff McCann  
Trustee

Approved as to legal form and  
correctness:

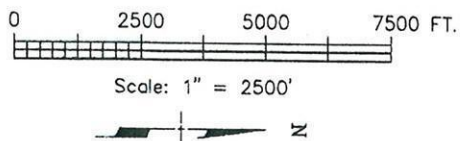
By: Judy C. Wolford  
Legal Counsel to Township of Madison,  
Pickaway County, Ohio

Northern Industrial Area

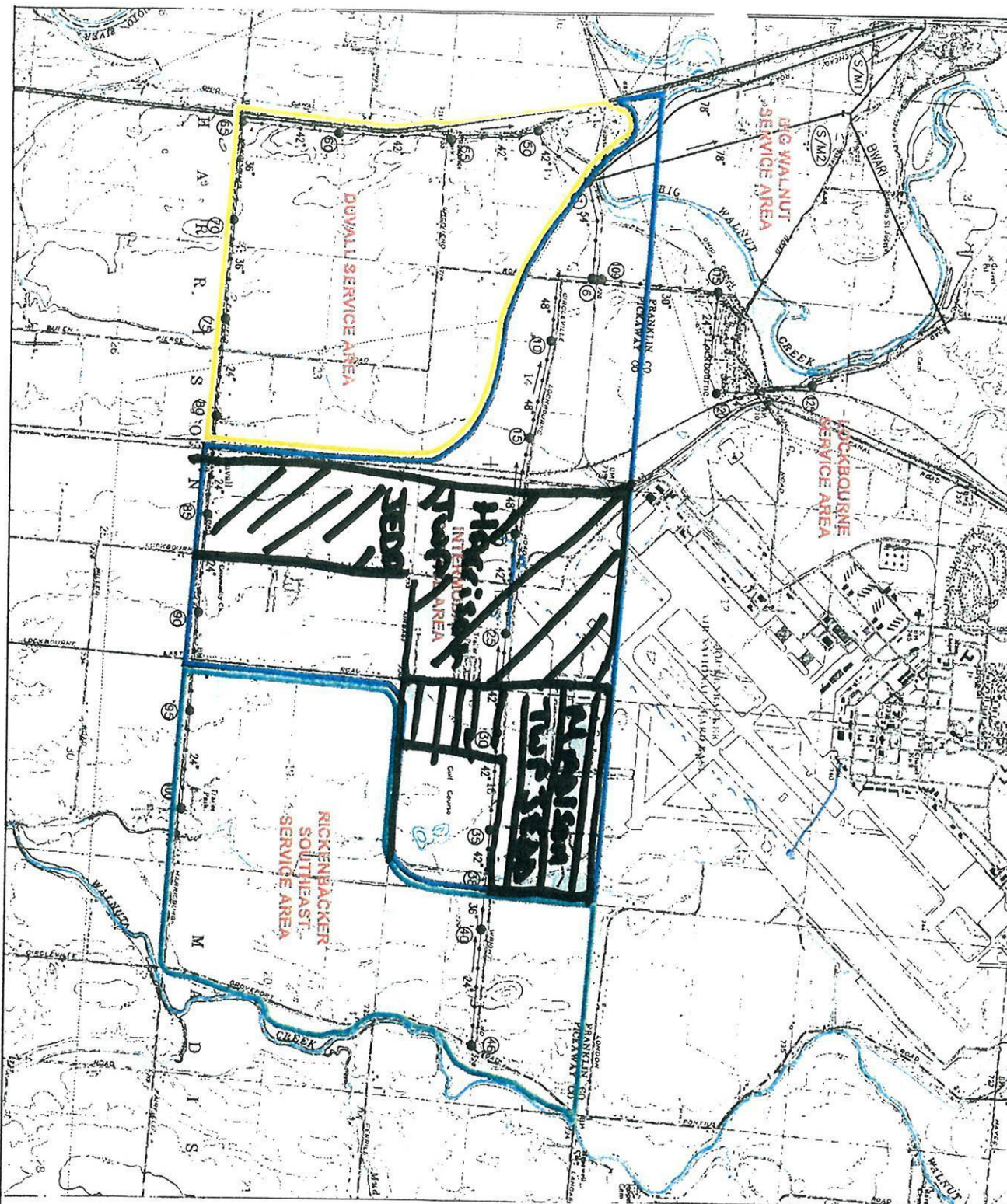


### LEGEND

- |      |                       |   |                       |
|------|-----------------------|---|-----------------------|
| S/M2 | SHAFT MANHOLE         | → | FLOW DIRECTION        |
|      | TRIBUTARY MANHOLE     |   | 710 EXISTING CONTOUR  |
|      | NON-TRIBUTARY MANHOLE |   | 480 TRIBUTARY ACREAGE |
|      | MANHOLE NUMBER        |   | 48" PIPE SIZE         |

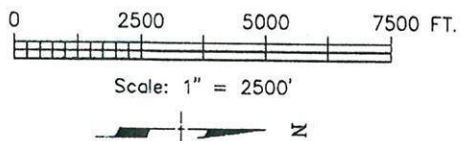


**EXHIBIT B to the AMA Amendment**  
**DEPICTION OF ORIGINAL AMA AREA**  
(attached hereto)



### LEGEND

- |      |                       |                       |
|------|-----------------------|-----------------------|
| S/M2 | SHAFT MANHOLE         | FLOW DIRECTION        |
|      | TRIBUTARY MANHOLE     | 710 EXISTING CONTOUR  |
|      | NON-TRIBUTARY MANHOLE | 480 TRIBUTARY ACREAGE |
|      | MANHOLE NUMBER        | 48" PIPE SIZE         |



**EXHIBIT C to the AMA Amendment**  
**DEPICTION OF PROJECT AREA**



**EXHIBIT D to the AMA Amendment**

**DEPICTION OF REAFFIRMED AMA AREA**  
(attached hereto)

# Reaffirmed AMA Area

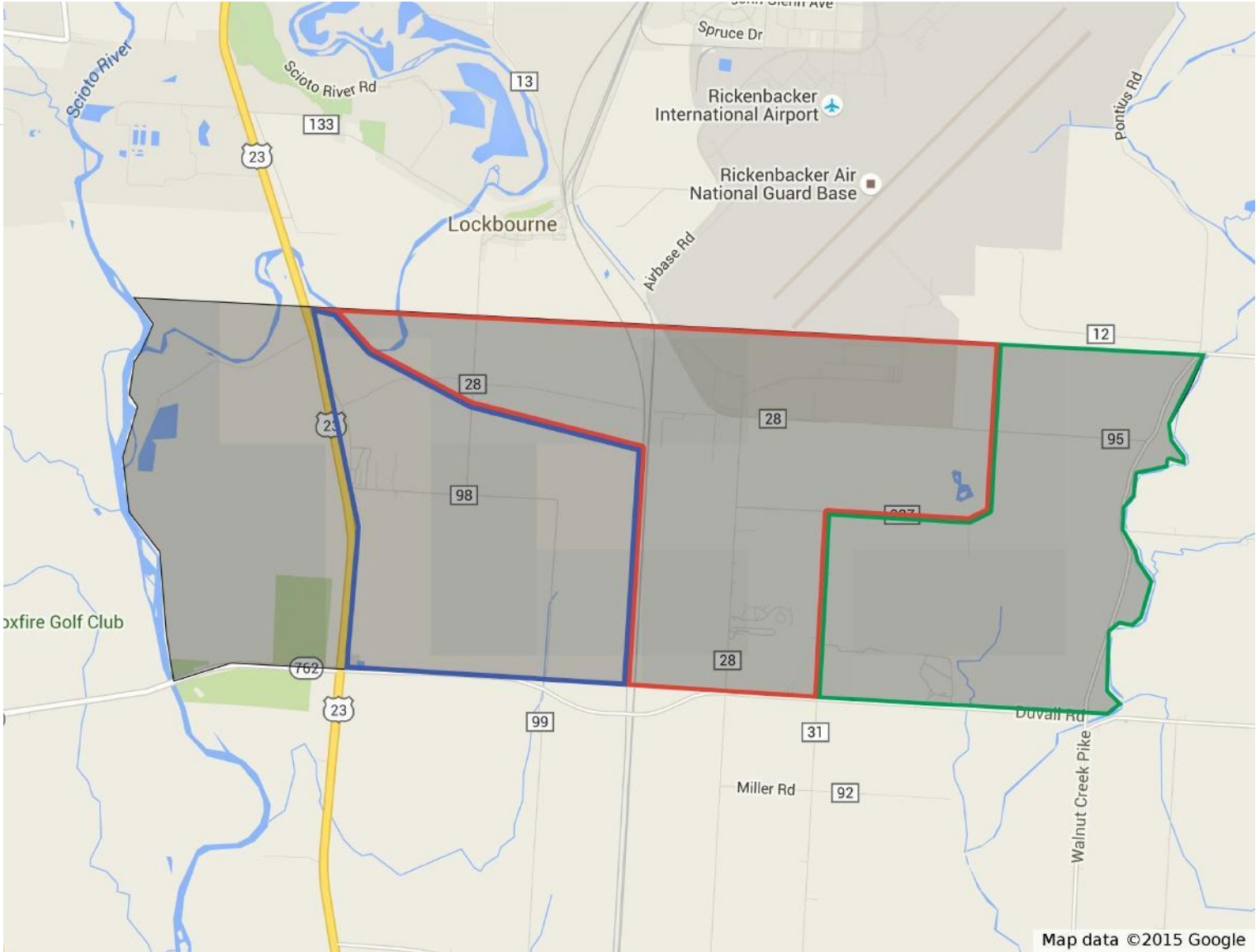
Northern Industrial Area

- Northern Industrial Area

Service Areas

- Duvall Service Area
- Intermodal Service Area
- Rickenbacker Southeast Service Area

Rickenbacker Southeast Service Area





**EXHIBIT F to the Village Resolution**

**Reaffirmed AMA Area**

**(attached hereto)**

# Reaffirmed AMA Area

Northern Industrial Area  
Northern Industrial Area

Service Areas  
Duvall Service Area  
Intermodal Service Area  
Rickenbacker Southeast Service Area

