RECORD OF ORDINANCES

Dayton Legal Blank Co. Form No. 30043

Ordinance No. 2002-18 *Passed* April 27, 2002 YEAR

AN ORDINANCE AUTHORIZING THE MUNICIPAL MANAGER TO EXECUTE A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT (CEDA) ON BEHALF OF THE CITY WITH THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Council has determined that it is in the best interest of the residents of the Municipality to enter a Cooperative Economic Agreement (CEDA) with the Board of Trustees of Liberty Township, Delaware County, Ohio in accordance with the provision of ***Ohio Revised Code §701.07*** and,

WHEREAS, a joint public hearing concerning the agreement was had with the Board of Trustees on April 24, 2002, after a copy of such proposed agreement had been available for inspection at the Municipality by interested parties for a period of at least thirty (30) days and after a notice had been placed in a newspaper of general circulation in the Municipality of Powell at least thirty (30) days in advance of such meeting publishing the date and time of such meeting.

NOW THEREFORE BE IT ORDAINED BY THE MUNICIPALITY OF POWELL DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: That the Municipal Manager is herewith authorized to execute the Cooperative Economic Development Agreement (CEDA) in behalf of the City of Powell, the same being attached hereto and incorporated herein by reference and being the same agreement which was the subject of the public hearing had on April 24, 2002.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ***Ordinance*** were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the Municipality of Powell which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the Municipality of Powell, Delaware County, Ohio.

Section 3: Council hereby finds and determines that an emergency exists affecting the public health, safety and general welfare of the residence of the Municipality of Powell necessitating the immediate effectiveness of this ***Ordinance***, such emergency consisting of the necessity to implement such agreement immediately to take advantage of favorable financial markets associated with bonds, notes or other evidence of indebtedness which is an integral part of this agreement and that any delay would therefore have an adverse fiscal impact on the Municipality.

Section 4: That this ***Ordinance*** shall take affect immediately upon its passage.

VOTE ON RULE SUSPENSION: Y 7 N 0

VOTE ON ORDINANCE NO. 2002-18 Y 7 N 0

Art Schultz 5/7/02

Art Schultz, Mayor Date

Dawn Nauman 5/1/02

Dawn Nauman, Clerk Date

This ordinance or resolution has been posted in three (3) public places as defined in ordinance 9411 dated 4-3-94 on this date 5/9/02

Clerk of Council

Ordinance 2002-18
Exhibit A

LIBERTY TOWNSHIP – CITY OF POWELL

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

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LIBERTY TOWNSHIP – CITY OF POWELL
COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is entered into on or as of May 1, 2002, by and between THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, the legislative authority of Liberty Township, Delaware County, Ohio (hereinafter "TOWNSHIP) and THE COUNCIL OF AND FOR THE CITY OF POWELL, the legislative authority of the City of Powell, Delaware County, Ohio (hereinafter "CITY").

WHEREAS, the TOWNSHIP and CITY are political subdivisions located entirely within the State of Ohio and the TOWNSHIP and CITY are contiguous and overlapping political subdivisions located within Delaware County, Ohio (hereinafter "COUNTY"); and

WHEREAS, the TOWNSHIP and CITY wish to cooperate in creating and preserving jobs and employment opportunities, and to cooperate in inducing and fostering economic development with their respective jurisdictions, and more particularly within the territories to which this Agreement pertains and in a manner which is both consistent with the terms and spirit of this Agreement and sensitive to the character of the area; and

WHEREAS, the parties hereto wish to allow for and establish the conditions under which the municipal powers of the CITY may be extended to an agreed-upon area and recognize that such an extension of municipal powers will operate to the mutual benefit of the TOWNSHIP, CITY, and COUNTY, and to those businesses and residents who reside or choose to locate within the territories to which this Agreement pertains; and

WHEREAS, the TOWNSHIP and CITY wish to cooperate in improving and advancing the welfare of the citizens of the COUNTY residing within the territories to which this Agreement pertains in a number of ways which include promoting economic development in a manner compatible with the character of the area and addressing mutually satisfactory planning and development standards; and

WHEREAS, the TOWNSHIP and CITY wish to cooperate in facilitating quality development within the territory of the CITY and TOWNSHIP, in a manner consistent with the wishes of the TOWNSHIP, while also preserving the geographic integrity of the TOWNSHIP's boundaries and the character of the area; and

WHEREAS, the incorporated areas of the CITY have not previously been excluded from the TOWNSHIP under Ohio Revised Code Chapter 503, and the parties recognize the mutual benefits they receive by not excluding TOWNSHIP areas hereinbefore annexed to and/or which currently comprise the incorporated area of the CITY and desire to continue this policy and practice under the terms set forth herein; and

WHEREAS, the parties understand that new economic development within the territories to which this Agreement pertains and which occurs in a manner consistent with the wishes of both parties will result in increasing the real and personal property tax bases for the TOWNSHIP

and CITY, thereby furthering the economic welfare of the residents; enhancing the financial ability of schools in order to continue the offering of quality educational programs; increasing the availability of appropriately skilled individuals for employment within and around the parties' respective jurisdictions; and consequently furthering the creation and preservation of job and employment opportunities within this area and the stabilization and enhancement of the parties' economic base; and

WHEREAS, the parties recognize that their cooperative goals and objectives would be frustrated and hindered if their respective jurisdictional territories are reduced or should the CITY conform its existing boundaries or if proposed future annexations to the CITY are removed from the TOWNSHIP and the parties desire to avoid any destabilizing effect by utilizing, in part, the provisions of Ohio Revised Code Section 709.191 in order to provide for a system of annual payments in the event territory of the TOWNSHIP is annexed to the CITY in a manner contrary to the terms of this Agreement; and

WHEREAS, the TOWNSHIP and CITY have, on the 24th day of April, 2002 and after proper notice and pursuant to and in compliance with Ohio Revised Code Section 701.07, held a joint public hearing concerning the Agreement; and

WHEREAS, the Board of Township Trustees of the TOWNSHIP has enacted Resolution No. 02-143, passed on April 29, 2002, and the City Council of the CITY has enacted Ordinance No. 2002-18, passed on April 27, 2002, which authorize the respective parties to enter into this Cooperative Economic Development Agreement (hereinafter called "Agreement" or sometimes "CEDA"), all in accordance with Ohio Revised Code Section 701.07 and/or Ohio Revised Code Section 709.192.

NOW, THEREFORE, the TOWNSHIP and CITY agree as follows:

ARTICLE 1
DESIGNATION OF TERRITORY

Section 1. Territory Covered by the CEDA. This Agreement shall cover and be applicable to all territory (both incorporated and unincorporated) located within the TOWNSHIP including, without limitation, all areas located within the CITY. This territory is hereinafter referred to as "the CEDA Territory" and is further described and outlined on the map attached hereto and incorporated herein as Attachment A.

Section 2. Sub-Areas. For purposes of this Agreement, the CEDA Territory consists of four (4) separate parts as shown on the map attached as Attachment A, all of which together comprise the entire CEDA Territory. These four (4) sub-areas are designated and hereinafter referred to as follows:

A. Sub-Area 1: The area, designated in brown on the attached map, which consists of the entire incorporated area of the CITY as of the effective date of this Agreement.

B. Sub-Area 2: The area, designated in yellow on the attached map, which consists of the property known as The Golf Village.

C. Sub-Area 3: The area, designated in green on the attached map, which consists of the unincorporated area of the TOWNSHIP located south of Home Road, but excluding Sub-Area 1 and Sub-Area 2.

D. Sub-Area 4: The area, designated in blue on the attached map, which consists of the unincorporated territory of the TOWNSHIP located north of Home Road.

Section 3. Alteration of Territory. The CEDA Territory, or any Sub-Area therein, may be altered by the mutual written agreement of the TOWNSHIP and CITY, but only by means of appropriate legislation authorizing such alteration approved by the legislative authorities of the TOWNSHIP and CITY, and any person who becomes a party to this Agreement after its initial inception. Real estate located outside of the CEDA Territory which is annexed to the CITY shall, upon request of the TOWNSHIP and to the extent permitted by law, be detached from the township in which such real estate was formerly located and attached to the TOWNSHIP, in which event, such real estate shall become part of the CEDA Territory and subject to the terms of this Agreement.

Section 4. Survey. Should any alteration of the above-described CEDA Territory, or any Sub-Area therein, require a survey to be made, the CITY shall have the responsibility to acquire the services of a surveyor to perform such survey and the TOWNSHIP and CITY shall share the costs of such surveying services equally.

Section 5. Deletion of Annexed Property. Should any unincorporated area of the TOWNSHIP be annexed to a municipal corporation other than the CITY, then such annexed area shall, upon acceptance by such municipal corporation, be deleted from the CEDA Territory and no longer be subject to the terms of this Agreement. The CITY agrees, upon the request of the TOWNSHIP, to assist the TOWNSHIP in its efforts opposing any such annexation; provided, however, that this provision does not obligate the CITY to hire either outside legal counsel or independent consultants to assist the TOWNSHIP in opposing such annexation. In addition, the CITY shall not consent to any boundary adjustment or transfer of real estate within the CEDA Territory to or with another municipal corporation.

ARTICLE 2
ANNEXATION AND DEVELOPMENT OF SUB-AREA 2
(Golf Village)

Section 1. Sub-Area 2 Annexation Conditions. Following the signing of this Agreement, all or any part of Sub-Area 2 may, upon proper petition(s) to and with the final approval of the Delaware County Commissioners, be annexed to, and accepted by, the CITY under the conditions hereinafter set forth in this Article 2 and subject to all other limitations and conditions contained in this Agreement.

Section 2. Consent of Owners. An annexation petition for the annexation of real estate within Sub-Area 2 to the CITY shall, unless this unanimity requirement is otherwise waived in writing by the Board of Trustees of the TOWNSHIP, be signed by all owners of real estate within the area proposed to be annexed. The terms "owner" or "owners" of real estate in the territory proposed for annexation shall be defined in the same manner as those terms are defined in proposed Section 709.02(E) of Am. Sub. S.B. 5 as signed by the Governor of the State of Ohio on July 27, 2001. (This legislation is hereinafter referred to in this Agreement as "Senate Bill 5," a copy of which is attached hereto and incorporated herein as Attachment B.) This definition of the terms "owner" or "owners" of real estate in the territory proposed for annexation shall remain in effect for purposes and during the term and any renewal of this Agreement regardless of the effective date of Senate Bill 5 and shall not be affected by any subsequent change or amendment to or declaration of invalidity with respect to Senate Bill 5.

Section 3. Zoning and Development of Sub-Area 2. The real property located within Sub-Area 2 is currently zoned in the TOWNSHIP as a Planned Residence District and Planned Commercial and Office District, except for an approximately 20 acre tract of land located at the northeast corner of Sub-Area 2 at the junction of Home Road and the railroad tracks which is zoned in the TOWNSHIP as an Industrial District. The Township zoning regulations and development standards imposed on the use and development of all real estate located within Sub-Area 2 as of the date of this Agreement are reflected and shown in the "Township Zoning Plan", a copy of which is attached hereto and incorporated herein as Attachment C. Upon the annexation of and the acceptance by the CITY of any real estate located within Sub-Area 2, the CITY shall adopt, maintain and enforce the Township Zoning Plan for such real estate. This obligation shall include accepting, adopting, incorporating, administering and enforcing, without change or modification, all parts of the Township Zoning Plan with respect to the zoning, use and development of all real estate located within Sub-Area 2 which is annexed to the City on or after the date of this Agreement. This obligation shall also include maintaining the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory as outlined in Article 6, Section 3, hereof. Notwithstanding the foregoing, this Section 3 is subject to the following modifications:

A. The approximately 20 acre tract of land located at the northeast corner of Sub-Area 2 at the junction of Home Road and the railroad tracks which is currently designated under the Township Zoning Plan as an Industrial District may be rezoned (by either the CITY after acceptance of the annexation or the TOWNSHIP prior to such acceptance) at the request of the Developer to a Planned Commercial zoning district utilizing the same TOWNSHIP zoning district regulations and development standards as the Planned Commercial tract located east of Sawmill Parkway. The term "Developer" as used in this Article 2 shall mean and refer to Triangle Properties, Inc., an Ohio corporation with its principal offices at 470 Olde Worthington Road, Suite 100, Westerville, Ohio 43082.

B. The 30 acre tract of land located at the northeast corner of Seldom Seen Road and Sawmill Parkway which is currently designated under the Township Zoning Plan as a Planned Commercial and Office District and limited to office use may be revised (by either the CITY after acceptance of the annexation or the TOWNSHIP prior to such acceptance) at the request of the Developer to allow for planned commercial retail uses for up to 18± acres and planned commercial non-retail and office uses for the remaining acreage utilizing the same TOWNSHIP zoning district regulations and development standards as the Planned Commercial tract located west of Sawmill Parkway on Home Road.

C. The approximately 15 acre tract of land located at the southwest corner of Home Road and Sawmill Parkway which is currently designated under the Township Zoning Plan as a Planned Commercial and Office District may be revised at the request of the Developer for a commercial and/or retail use; provided, however, that any such change of zoning or use shall require the prior approval of both the TOWNSHIP and CITY as duly authorized in writing by their respective legislative authorities by appropriate resolutions or ordinances authorizing such approval.

D. Prior to modifying the zoning and/or development standards for the tracts referred to in paragraphs A or B, above, the requested modification shall be timely forwarded to the Board of Trustees (if proposed to be modified in the CITY) or to City Council (if proposed to be modified in the TOWNSHIP) for review and recommendation prior to any action on the proposed modification. The reviewing body may then forward its recommendation on the proposed modification to the other body for consideration at the meeting at which the modification will be reviewed. The recommendation will be given due consideration at the meeting and will, to the extent practicable, be implemented if the recommendation comports with the above-stated development standards for the tract(s).

E. Except as set forth in paragraphs A through C, above, the TOWNSHIP will not initiate or approve a legislative change of the zoning district classifications of any real estate located within Sub-Area 2 under Ohio Revised Code Section 519.12 without the prior approval of the CITY.

Section 4. Minor Modifications. Upon the annexation of real estate located within Sub-Area 2 to the CITY, the CITY may, administratively (but not legislatively), approve minor modifications of an insignificant nature to the Township Zoning Plan established for such area which occur as a result of adjustments required to be made in the processing and filing of a final plat for such area. Minor modifications shall include changes to internal (but not loop) street alignments within proposed subdivisions, locations of lot lines and drainage easements and other similar administrative changes of an insignificant nature which do not materially affect the Township Zoning Plan for such area. A minor modification shall not include any change or revision which represents a significant departure from the Township Zoning Plan for all or any portion of real estate located within Sub-Area 2 including, without limitation: a change in the use or character of or for such area; an increase in the overall density established by the Township Zoning Plan for Sub-Area 2;" any change adversely impacting the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory as outlined in Article 6, Section 3, hereof; an overall reduction in designated open space; any rezoning of the area; any change in the development standards or permitted uses established for Sub-Area 2 under the Township Zoning Plan; any change in the zoning categories established for Sub-Area 2 under the Township Zoning Plan; any change in either the access points along Sawmill Parkway or the planned roadway connections between developments; and any change requiring or accomplished by legislative action on the part of the CITY.

Section 5. Major Modification. Except as otherwise permitted in Sections 3 and 4, above, there shall be no change, amendment, revision or modification of or to the Township Zoning Plan for all or any portion of Sub-Area 2 unless the legislative authorities of both parties mutually consent in writing to the same. In addition, the CITY shall continue to maintain and implement the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory as outlined in Article 6, Section 3, and there shall be no change, amendment, revision or modification with respect thereto without the prior written consent of the Board of Trustees of the TOWNSHIP. Any person desiring to make such change shall be required to obtain the prior written approval of the legislative authorities of both parties, and absent the approval of both, no such change shall be made.

Section 6. Annexation Support. The TOWNSHIP will not oppose, and will support, the annexation of territory to the CITY within Sub-Area 2 when requested by all owners (as defined in Article 2, Section 2) thereof and where the technical conditions of state annexation laws regarding the petition, map and description are met. The CITY shall not support or accept an annexation petition which is not requested by all owners thereof. In all cases, however, the annexation of territory within Sub-Area 2 shall be and remain subject to all terms and conditions contained in this Agreement. The parties agree, upon request of one party or the other, to ask the County Commissioners to expedite annexations of real estate within Sub-Area 2 which conform to the terms of this Agreement and, for such purpose, shall provide the Commissioners with a copy of this Agreement.

Section 7. Detachment. The CITY has represented to the TOWNSHIP that the primary inducement for the Developer to annex territory within Sub-Area 2 to the CITY is that the CITY intends to issue general revenue bonds, notes or other evidence of indebtedness in an amount sufficient for the CITY to completely retire the existing bonds issued by the Liberty Community Infrastructure Financing Authority. The TOWNSHIP will not oppose, directly or indirectly, the repurchase and/or issuance of such bonds. The CITY agrees that in the event that the bond repurchase and the issuance of such bonds, notes or other evidence of indebtedness by the CITY does not occur for any reason whatsoever within 180 days following the CITY's final acceptance of the first such annexation, the annexation of territory located within Sub-Area 2 shall be unwound by detaching all such territory (as well as any other territory within the CEDA Territory for which an annexation has occurred on or after the date of this Agreement) from the CITY and attaching it to the unincorporated territory of the TOWNSHIP with the consent of City Council (which consent shall be given in an ordinance passed for that purpose), all through the provisions of Ohio Revised Code Section 709.38. In the event of such a detachment, there shall be no apportionment of indebtedness, no adjustment of assets and no payments made by the TOWNSHIP with respect to the detachment. To this end, any detachment will be without cost or loss to the TOWNSHIP. If the repurchase of the bonds and issuance of bonds, notes or other indebtedness by the CITY as outlined above does not occur within the stated 180 day period, then the CITY shall, within three days after the expiration of this 180 day time period, provide the TOWNSHIP with a properly signed and irrevocable detachment petition for such territory (including an accurate map and description) which complies with the provisions of Ohio Revised Code Section 709.38 as well as the irrevocable written authorization from the owners thereof for the TOWNSHIP to process such petition. The CITY shall also take such other actions as the TOWNSHIP may request in support of such detachment. Upon receipt of the detachment petition, the TOWNSHIP may proceed to process such petition in order to have the territory detached from the CITY and attached to the unincorporated territory of the TOWNSHIP. Upon the final approval of the County Commissioners of the detachment of the territory from the CITY and its attachment to the unincorporated territory of the TOWNSHIP, this Agreement shall, except as otherwise hereinafter provided, terminate. Notwithstanding the foregoing:

A. In the event the County Commissioners disapprove the detachment petition or if the approval of the County Commissioners of the detachment is challenged in a court of law or other tribunal, then this Agreement shall continue in effect until a final, unappealable decision is rendered in the proceeding, provided that during the pendency of such challenge, the CITY shall refuse to accept or service any unincorporated area of the TOWNSHIP within the CEDA Territory proposed for annexation to the CITY and shall take no action in support of such annexation including, without limitation, the passage of any service resolution or ordinance relating thereto. (If the CITY is under a legal obligation to pass such a resolution or ordinance, it shall state that the CITY will furnish no services to the territory and will refuse to accept the territory if the annexation is approved.) The CITY shall also take such actions as may be reasonably requested by the TOWNSHIP in opposition to any such annexation and in support

of such detachment approval and attachment. If such final decision results in the territory not being detached from the CITY and attached to the unincorporated territory of the TOWNSHIP in the manner contemplated herein, the TOWNSHIP may, at its option and in its sole and absolute discretion, elect, in writing, to waive its right under this Section 7 to detach such territory, in which case, this Agreement shall continue in effect and the provisions of paragraph B, below, shall become immediately effective.

B. If for any reason whatsoever all territory previously annexed to the CITY under the provisions of this Agreement is not detached from the CITY and attached to the unincorporated territory of the TOWNSHIP in the manner contemplated herein, the TOWNSHIP may, at its option and in its sole and absolute discretion, elect, in writing, to waive its right under this Section 7 to have such territory detached, in which case, this Agreement shall continue in effect. Furthermore and in such event, the CITY shall, during the term of this Agreement and any renewal thereof, make an annual payment to the TOWNSHIP in an amount which is the equivalent of a full 1.2 mill assessment per calendar year, without reduction or rollback, on all property annexed within the CEDA Territory to the CITY from and after the date of this Agreement, using the real and personal property, including public utility real and personal property, valuation for the year that the payment is due.. There shall be added to each annual payment a sum equivalent to that amount of revenue deriving from estate tax collections which would have been owed to the TOWNSHIP if no annexation had occurred. If there has been an exemption or abatement by the CITY of commercial and industrial real, personal, or public utility property taxes pursuant to Section 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62, or 5709.88 of the Revised Code (or any future or similar statute of like tenor or effect), there shall be no reduction in the payments owed to the TOWNSHIP due to that exemption. The payments to be made by the CITY to the TOWNSHIP under this paragraph B shall be calculated as if the exemption or abatement had not occurred. The annual payments required under this paragraph B shall be made to the TOWNSHIP within 60 days after the end of each calendar year. (For example, an annual payment for calendar year 2002 would be due and payable on or before March 1, 2003.)

C. In the event of the repurchase of the bonds issued by the Liberty Community Infrastructure Financing Authority and the issuance of bonds, notes or other evidence of municipal indebtedness by the CITY within 180 days following the CITY's final acceptance of the first such annexation, the provisions of this Section 7 shall terminate.

ARTICLE 3
ANNEXATION AND DEVELOPMENT OF SUB-AREA 3
(Territory South of Home Road)

Section 1. Sub-Area 3 Annexation Conditions. Following the signing of this Agreement, all or any portion of Sub-Area 3 may, upon proper petition(s) to and with the final approval of the Delaware County Commissioners, be annexed to and accepted by the CITY under the conditions hereinafter set forth in this Article 3 and subject to all other limitations and conditions contained in this Agreement.

Section 2. Expedited Procedure Number 2. All annexations of property within Sub-Area 3 to the CITY shall be filed pursuant to and comply with the provisions of Expedited Procedure Number 2 as contained in Senate Bill 5. (This provision is referenced in Senate Bill 5 as Section 709.023.)

Section 3. Alternative Annexation Conditions. If the provisions of Expedited Procedure Number 2 as contained in Senate Bill 5 are not in effect at the time this Agreement is signed, then, until and regardless as to whether such provisions become effective, any petition proposing to annex property within Sub-Area 3 to the CITY shall comply with the substantive terms and conditions which would otherwise be contained in Expedited Procedure Number 2, which are as follows:

A. The petition to annex property shall be signed by all of the owners of the real estate proposed to be annexed. The term "owner" or "owners" shall be as defined in Article 2, Section 2, hereof.

B. The service ordinance or resolution which is adopted by the CITY for filing with the Delaware County Commissioners in connection with the proposed annexation shall state and require that if the area proposed to be annexed becomes subject to zoning by the CITY and if the municipal zoning permits uses in the annexed area that the CITY determines are clearly incompatible with the uses permitted under the then-current TOWNSHIP zoning regulations in the adjacent land remaining within the unincorporated area of the TOWNSHIP from which the area was annexed, the legislative authority of the CITY shall require, in the zoning ordinance permitting the incompatible uses, that the owner of the annexed area provide a buffer separating the use of the annexed area and the adjacent land remaining within the

unincorporated area of the TOWNSHIP. For the purposes of this provision, "buffer" includes open space, landscaping, fences, walls, and other structured elements; streets and street rights-of-way; and bicycle and pedestrian paths and sidewalks. The CITY agrees that it will enforce this buffer requirement and that it will permit no development of the annexed area and will issue no permits therefore until the buffer is in place.

C. The area proposed for annexation shall not exceed five hundred acres.

D. The area proposed for annexation shall share a contiguous boundary with the CITY for a continuous length of at least five percent of the perimeter of the area proposed for annexation.

E. The annexation shall not create an unincorporated area of the TOWNSHIP that is completely surrounded by the area proposed for annexation.

F. The CITY shall have agreed to provide to the area proposed for annexation the services specified in the relevant ordinance or resolution duly adopted and filed with the Delaware County Commissioners as part of the annexation proceedings.

G. If a street or highway will be divided or segmented by the boundary line between the unincorporated area of the TOWNSHIP and the CITY so as to create a road maintenance problem as reasonably determined by the TOWNSHIP Board of Trustees, the CITY shall, as a condition of the annexation, agree to assume the maintenance of that street or highway or to otherwise correct the problem with respect to only that portion of such street or highway. As used in this paragraph, "street" or "highway" has the same meaning as in Section 4511.01 of the Revised Code.

If the provisions of Senate Bill 5 take effect following the signing of this Agreement, then all annexations of property within Sub-Area 3 shall be conducted exclusively pursuant to Section 2, hereof; provided, however, that the substantive annexation provisions of Expedited Procedure Number 2 as contained in Senate Bill 5 (and which are outlined above) shall remain in effect for purposes and during the term and any renewal of this Agreement regardless of the effective date of Senate Bill 5 and such provisions shall not be affected by any subsequent change or amendment to or declaration of invalidity with respect to Senate Bill 5.

Also and by way of clarification, the parties understand and agree that if the provisions of Expedited Procedure Number 2 as contained in Senate Bill 5 does not become effective, or is subsequently changed or amended, or is finally adjudicated and found to be invalid, annexation petitions proposing to annex property under the terms contained in Article 3 must meet the

technical conditions of those state annexation laws which are in effect at the time the petition is filed, such as those relating to notices and the format of the petition. It is, however, the intention and agreement of the parties to require the petition to comply with the substantive provisions of Expedited Procedure Number 2 as outlined in this Section 3, and to prohibit the CITY from assisting or accepting an annexation petition which fails to comply with these substantive provisions.

Section 4. Annexation of TOWNSHIP Property. In no case shall any real estate owned, whether in whole or in part, by the TOWNSHIP be annexed to the CITY without the written consent of the Board of Trustees of the TOWNSHIP. This shall exclude dedicated road rights-of-way and other real estate where the TOWNSHIP's interest consists solely of a right-of-way interest.

Section 5. Cooperative Efforts. If an annexation petition is filed and processed seeking to annex to the CITY any real estate located within Sub-Area 3 which does not comply with the provisions of this Article 3 and all other provisions of this Agreement, the CITY shall refrain from any act which would, directly or indirectly, contribute to the success of such petition. This obligation shall include, without limitation, refusing to furnish any CITY services to the area proposed to be annexed; signing and providing affidavits and furnishing representatives to provide factual testimony in any proceeding in order to oppose the annexation; vigorously resisting, in both administrative and judicial forums, and with the assistance of the CITY's legal counsel, any action seeking such an annexation; refusing to accept any such annexation; and otherwise undertaking such actions as may be reasonably requested by the TOWNSHIP which will be detrimental to the success of such annexation. The TOWNSHIP agrees not to oppose, directly or indirectly, any annexation petition seeking to annex to the CITY any real estate located within Sub-Area 3 which complies with the provisions of this Article 3 and all other provisions of this Agreement.

Section 6. Sawmill Parkway and Adjoining Roadways. Although the CITY will have zoning and development control over real estate annexed pursuant to the provisions of the Article 3, the CITY shall continue to be obligated to maintain and implement the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory. The nature of this obligation is contained in Article 6, Section 3, hereof.

ARTICLE 4
ANNEXATION AND DEVELOPMENT OF SUB-AREA 4
(Territory North of Home Road)

Section 1. Annexation Moratorium. No property located within Sub-Area 4 shall be proposed by the CITY for annexation to the CITY, and no property located within Sub-Area 4 shall be accepted by the CITY for annexation to the CITY for a period of fifteen (15) years following the effective date of this Agreement. This 15-year moratorium period may be lessened if the legislative bodies of both the CITY and TOWNSHIP mutually initiate, develop, process and adopt an enforceable and binding Comprehensive Master Land Use Plan satisfactory in scope and content to both parties. However, neither the CITY nor TOWNSHIP shall have any

obligation to initiate, diligently pursue, cooperate in or adopt such joint plan during this 15-year period.

Section 2. Consent Exception to Moratorium. Property north of Home Road may be annexed to and accepted by the CITY, provided the Board of Trustees of the TOWNSHIP consents, in writing, to such annexation. The TOWNSHIP shall, however, be under no obligation whatsoever with respect to consenting to any annexation.

Section 3. Cooperative Efforts. If an annexation petition is filed and processed seeking to annex to the CITY any real estate located within Sub-Area 4 prior to the expiration of this 15-year period, the CITY shall refrain from any act which would, directly or indirectly, contribute to the success of such petition. This obligation shall include, without limitation, refusing to furnish any CITY services to the area proposed to be annexed; signing and providing affidavits and furnishing representatives to provide factual testimony in any proceeding in order to oppose the annexation; vigorously resisting, in both administrative and judicial forums, and with the assistance of the CITY's legal counsel, any action seeking such an annexation; refusing to accept any such annexation; and otherwise undertaking such actions as may be reasonably requested by the TOWNSHIP which will be detrimental to the success of any such annexation.

Section 4. Annexations Following Moratorium Period. After the expiration of the 15-year moratorium period set forth in Section 1 above, property located within Sub-Area 4 may be annexed to and accepted by the CITY only in the manner provided for and subject to the conditions of Article 3 hereof.

Section 5. Annexation of TOWNSHIP Property. In no case shall any real estate owned, whether in whole or in part, by the TOWNSHIP be annexed to the CITY without the written consent of the Board of Trustees of the TOWNSHIP. This shall exclude dedicated road rights-of-way and other real estate where the TOWNSHIP's interest consists solely of a right-of-way interest.

ARTICLE 5
NONCONFORMANCE OF BOUNDARIES

Section 1. TOWNSHIP Boundaries. During the term of this Agreement and any renewal thereof, the CITY shall not exclude the TOWNSHIP from lands which comprise, have been previously annexed to, or which are subsequently annexed to the CITY under this Agreement by changing TOWNSHIP boundaries under Chapter 503 of the Ohio Revised Code or any future or similar statute of like tenor or effect. It is the intention of the parties that the Liberty Township boundary lines shall not be altered in any way so as to exclude the TOWNSHIP from any existing or future CITY areas within the CEDA Territory. In other words, it is the express intention and agreement of the parties that there shall exist an overlay of the CITY and TOWNSHIP boundaries for all portions of the CITY which are currently part of the TOWNSHIP and for all future unincorporated areas of the TOWNSHIP which may be annexed into the CITY.

Section 2. Cooperative Efforts. If any proceeding or other effort is initiated or made which seeks to initiate a change to the TOWNSHIP's boundaries in order to exclude the TOWNSHIP from the CITY, the CITY and the TOWNSHIP shall exercise their best efforts in resisting such change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the CITY's and TOWNSHIP's legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably requested by either party which will be detrimental to the success of any effort seeking such change.

Section 3. Annexation Payments. If, during the term of this Agreement or any renewal thereof, the boundaries of the TOWNSHIP are conformed in areas annexed on or after the date of this Agreement in such way so as to exclude the TOWNSHIP from any such area of the CITY, then the CITY shall, pursuant to Ohio Revised Code Section 709.191 and for all areas annexed to the CITY on or after the date of this Agreement, make the following annual payments to the TOWNSHIP with respect to commercial and industrial real, personal and public utility real and personal property taxes, and residential and retail real property taxes, using the property valuation for the year that the payment is due:

A. If the exclusion of the territory from the TOWNSHIP occurs during a renewal term, 50% of the "TOWNSHIP TAXES" in the excluded territory that would have been due the TOWNSHIP for each remaining year if no annexation had occurred.

B. If the exclusion of the territory from the TOWNSHIP occurs during the initial 50 year term of this Agreement, then the annual payment shall be calculated as follows:

1. If 10 or less years remain in the initial term, 150% of the TOWNSHIP TAXES in the excluded territory that would have been due the TOWNSHIP each year if no annexation had occurred.

2. If more than 10 but less than 20 years remain in the initial term, 150% of the TOWNSHIP TAXES in the excluded territory that would have been due the TOWNSHIP each year for the first 10 years following the exclusion, and then 140% of such TAXES for each remaining year.

3. If more than 19 but less than 30 years remain in the initial term, 150% of the TOWNSHIP TAXES in the excluded territory that would have been due the TOWNSHIP each year for the first 10 years following the exclusion; 140% of such

TAXES that would have been due the TOWNSHIP each year for the next 10 years; and 130% of such TAXES for each remaining year thereafter.

4. If more than 29 but less than 40 years remain in the initial term, 150% of the TOWNSHIP TAXES in the excluded territory that would have been due the TOWNSHIP each year for the first 10 years following the exclusion; 140% of such TAXES that would have been due the TOWNSHIP each year for the next 10 years; 130% of such TAXES that would have been due the TOWNSHIP each year for the next 10 years; and 120% of such TAXES for each remaining year thereafter.

5. If 40 or more years remain in the initial term, 150% of the TOWNSHIP TAXES in the excluded territory that would have been due the TOWNSHIP each year for the first 10 years following the exclusion; 140% of such TAXES that would have been due the TOWNSHIP each year for the next 10 years; 130% of such TAXES that would have been due the TOWNSHIP each year for the next 10 years; 120% of such TAXES that would have been due the TOWNSHIP each year for the next 10 years; and 110% of such TAXES for each remaining year thereafter.

6. For purposes of this paragraph B, the term "year" (or "years") means full calendar years. If TOWNSHIP territory is excluded from the CITY during a calendar year in such a manner that the TOWNSHIP would not collect all of its taxes from the excluded area for the full calendar year in which the exclusion initially occurs, then the CITY shall pay the TOWNSHIP the additional sum of $500,000. The CITY shall also pay the TOWNSHIP the sum of $500,000 upon the expiration of this Agreement. The initial $500,000 payment shall be due and payable to the TOWNSHIP within 60 days after the date the TOWNSHIP territory is first excluded, and, for the last year of the Agreement, within 60 days after the expiration of the Agreement (or the renewal, if any). If, however, the TOWNSHIP would continue to collect all of its taxes in the excluded area during

and for the entire calendar year of the first year in which the exclusion occurs, then the initial $500,000 payment for the first calendar year is not applicable. (By way of illustration, the example attached hereto and incorporated herein as Attachment D serves to further explain and illustrate the manner in which these payments would occur.)

C. If there has been an exemption or abatement by the CITY of commercial and industrial real, personal, or public utility property taxes pursuant to Section 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62, or 5709.88 of the Revised Code (or any future or similar statute of like tenor or effect), there shall be no reduction in the payments owed to the TOWNSHIP due to that exemption or abatement. The payments to be made by the CITY to the TOWNSHIP under this Section 3 shall be calculated as if the exemption or abatement had not occurred. In addition, the annual amounts due the TOWNSHIP under this Section shall include the sums that would have been due the TOWNSHIP as a result of any TOWNSHIP levies passed or imposed after the exclusion of TOWNSHIP territory has occurred. There shall also be added to each annual payment a sum equivalent to that amount of revenue deriving from estate tax collections which would have been owed to the TOWNSHIP if no annexation had occurred.

D. The annual payments required under this Section 3 shall be made to the TOWNSHIP within 60 days after the end of each calendar year. (For example, the annual payment due for calendar year 2002 would be due and payable on or before March 1, 2003.) If the CITY fails to make an annual payment to the TOWNSHIP as required by this Section 3, the TOWNSHIP may utilize the remedy provided for in Ohio Revised Code Section 709.191, in addition to any other remedies available to the TOWNSHIP. The CITY agrees that the annual payments provided for in this Section 3 are lawful and reasonable, and the CITY further agrees and covenants not to contest or in any way challenge the validity of this Section 3 or any payment required to be made thereunder.

E. As used in this Article 5, Section 3, the term 'TOWNSHIP TAXES" shall be defined and liberally construed to mean and include the revenue which would otherwise have been derived and owed to the TOWNSHIP from those voted and unvoted taxes, levy proceeds, and bond levy proceeds which would be lost to the TOWNSHIP as a result of the conforming of CITY boundaries so as to exclude the TOWNSHIP from any area within the CEDA

Territory which is annexed to the CITY on or after the date of this Agreement. Such taxes, levies or bonds are taxed and calculated at millage rates and the total amount of such indebtedness or millage shall be calculated each year at their full rate using the property valuation for the year that the payment is due and without consideration of any reductions or rollbacks, and without consideration of any other reductions which might otherwise result from any exemptions or abatements which might be, or might have been, granted by the CITY with respect to commercial and industrial real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62, or 5709.88 of the Ohio Revised Code or any future or similar statute of like tenor or effect. Although TOWNSHIP TAXES are intended to be understood and construed to include all revenue which, if the exclusion of TOWNSHIP territory had not occurred, would have been otherwise derived and owed to the TOWNSHIP with respect to commercial and industrial real, personal and public utility real and personal property taxes, and residential and retail real property taxes, and any other voted or unvoted bond or tax levy, the parties agree that when calculating the sum of TOWNSHIP TAXES, the parties hereto shall not include any sums which the TOWNSHIP would continue to collect, if any, within the corporate limits of the CITY as a result of any apportionment pursuant to Ohio Revised Code Sections 503.10, 709.05(B), 133.04, or other statutes of like tenor and effect. TOWNSHIP TAXES shall also include any increases in voted levies or any additional levies (whether tax, bond or otherwise) which generate revenue from within the unincorporated territory of the TOWNSHIP after the effective date of this Agreement. In addition, TOWNSHIP TAXES shall include an amount which is the equivalent of a full 1.2 mill assessment, without reduction or rollback, on all such property. There shall also be added to each annual payment a sum equivalent to that amount of revenue deriving from estate tax collections which would have been owed to the TOWNSHIP if no annexation had occurred. (By way of illustration, the example attached hereto and incorporated herein as Attachment E serves to further explain and illustrate the manner in which TOWNSHIP TAXES would be computed.)

ARTICLE 6
SERVICES AND ROADWAYS

Section 1. Provision of Services. During the term of this Agreement and any renewal thereof, the CITY and TOWNSHIP may furnish the CEDA Territory with such services, either individually or jointly, as the individual parties deem appropriate and as are allowed or otherwise required by law.

Section 2. Zoning. It is understood that the CEDA Territory which is annexed to the CITY pursuant to this Agreement will be subject to CITY land use controls. Although the CITY's ability to make changes to the Township Zoning Plan for any property located in Sub-Area 2 is limited pursuant to the terms of this Agreement, the CITY will have complete zoning and development control if property is annexed to the CITY from Sub-Area 3; subject, however, to the CITY's continuing obligation with respect to the continued maintenance and implementation of the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory as outlined in Section 3, below. The parties recognize the mutual benefit which arises through cooperative efforts and, to this end, agree to establish a committee consisting of not more than five (5) persons from each party to review development plans and zoning requests for properties annexed from Sub-Area 3 into the CITY. This committee shall meet upon the call of either party and may make a non-binding recommendation to the CITY zoning authorities with respect to the development or zoning request.

Section 3. Sawmill Parkway and Adjoining Roadways. Upon the annexation of and the acceptance by the CITY of any real estate within the CEDA Territory, the CITY shall maintain, enforce and continue to implement the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory. The TOWNSHIP's purposes and plan for Sawmill Parkway for the area located south of Home Road are reflected in the "Sawmill Parkway Thoroughfare Standards Exhibit" which is attached hereto and incorporated herein as Attachment F. The TOWNSHIP's purposes and plan for the future extension of Sawmill Parkway north of Home Road (as that extension is reflected in both the Liberty Township Comprehensive Plan and the Delaware County Thoroughfare Plan) are to extend Sawmill Parkway to the northerly boundary line of the TOWNSHIP (for eventual connection to State Route 42) utilizing the same design and construction standards as shown on Attachment F with respect to the roadway's design, construction, alignment, width, speed limit, landscaping, buffering, access and traffic control limitations in order to achieve an unimpeded and continuous flow of traffic and preserve the integrity of Sawmill Parkway as a major north-south arterial highway. As part of such purpose and plan, major intersections are to be spaced and separated by at least 1,320± feet, and entryways (consisting solely of right in/right out access points) are to be placed no closer than 600± feet to either another entryway or intersection. The TOWNSHIP's purposes and plan for adjoining roadways within the CEDA Territory is two-fold: to provide for and require circulation and vehicular connection between developments along and near Sawmill Parkway in order to provide two (2) or more vehicular roadway connections between neighborhoods and to reduce the need to use Sawmill Parkway for trips to and from developments. The nature of the TOWNSHIP's purposes and plan for adjoining roadways is illustrated on the Development Plan attached hereto and incorporated herein as Attachment G. The Development Plan reflects a system of loop streets connecting developments and a limited number of access points on Sawmill Parkway, thereby minimizing and providing sufficient space between the number of intersections with Sawmill Parkway. The CITY shall take no action or approve any request which would be contrary to or in conflict with the TOWNSHIP's purposes, plan and integrity of and for Sawmill Parkway (including the future extension thereof) and all adjoining roadways within the CEDA Territory, as such purposes and plan are reflected in this Section 3.

ARTICLE 7
TERM OF AGREEMENT

Section 1. Term and Renewal. The term of this Agreement shall be for a period of fifty (50) years, commencing on the date hereof and shall, upon timely prior written notice, terminate at midnight, April 30, 2052. Unless either the TOWNSHIP or CITY delivers written notice to the other at least one (1) year in advance of such party's desire to terminate this Agreement on the aforestated termination date, then this Agreement shall thereafter automatically renew for successive terms of one (1) year unless written notice is delivered by one party to the other at least one (1) year in advance of the then expiration date of such party's intent to terminate this Agreement.

Section 2. Early Termination. Notwithstanding the foregoing, this Agreement may be terminated at any time upon the mutual written consent of the TOWNSHIP and CITY as duly authorized in writing by their respective legislative authorities by appropriate resolutions or ordinances authorizing such consent.

ARTICLE 8
GENERAL PROVISIONS

Section 1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 2. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either party may reasonably request in order to effectuate the purposes of this Agreement.

Section 3. Mediation. In the event the parties have a dispute as to any of the terms of applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other party, then any of the parties may commence a lawsuit or commence such other method of pursing such remedies as may be available to any of the parties.

Section 4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available. In any litigation between the TOWNSHIP and the CITY, the prevailing party shall be entitled to recover from the losing party all reasonable costs and expenses of suit, including reasonable attorney fees. In addition, upon default by the CITY, the TOWNSHIP may, at its option and upon written notice to the CITY and following the provision of notice and the passage of the 90 days allowed for cure as specified in this Section 4, require the CITY to make the annual payments referenced in Article 5, Section 3, hereof, to the TOWNSHIP, beginning in the calendar year following such notice, with such payments to be made in the manner and in the amounts specified therein.

Section 5. Amendments. This Agreement may be amended upon the mutual written consent of both parties, as approved by the legislative authorities of each party by appropriate resolutions or ordinances authorizing such amendment. A mutually satisfactory amendment may only be adopted in the same manner as the Agreement was initially authorized. All acts taken in accordance with and in implementation of this Agreement shall be deemed administrative, and not legislative, in nature. The provisions of this Agreement do not prohibit proceedings under the provisions of Ohio Revised Code Sections 709.43 through 709.48, inclusive, and will be subject to any ballot conditions if approved by the electorate of both parties under such Sections.

Section 6. Immunities Preserved. By entering into this Agreement, neither the CITY nor the TOWNSHIP intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities afforded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 7. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or the CITY charter or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code. Notwithstanding the foregoing or anything to the contrary contained herein, the parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest any provision contained herein.

Section 8. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the TOWNSHIP and the CITY and their respective successors; subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

Section 9. Other Parties. Other municipal corporations, townships, counties, the State or its agencies, landowners or developers may be made parties to this Agreement upon the mutual written consent of the TOWNSHIP and CITY.

Section 10. Severability. In the event that any section or provision of this Agreement, 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:

A. 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;

B. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

C. each section, 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.

Notwithstanding the foregoing, if any provision hereof is determined to be illegal or invalid for any reason whatsoever, in such manner which results in the conformance of boundaries so as to exclude the TOWNSHIP from any CITY area, the TOWNSHIP may, at its option, require the CITY to make the annual payments set forth in Article 5, Section 3, hereof. Furthermore, should such a determination be made, the parties agree, upon request of either party, to immediately meet and modify the invalidated provision in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence. In the event the parties are unable to reach an agreement on the requested modification within 30 days following such request, the TOWNSHIP may, at its option and not sooner than 30 days following the provision of written notice of its intention to do so, terminate this Agreement. Upon such termination, the annual payment provisions set forth in Article 5, Section 3, hereof, shall take immediate effect, and this Article 5, Section 3 shall, by and of itself, constitute an agreement between the parties for annual payments to the TOWNSHIP under Ohio Revised Code Section 709.191, and this annual payment obligation agreement shall survive such termination and the CITY agrees not to dispute or otherwise contest the validity of such Section or any payments required to be made to the TOWNSHIP thereunder.

Section 11. Parties Bound. The rights and obligations established by this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, servants, officials, employees, representatives, successors and assigns.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, and the terms hereof are contractual and not mere recitals.

Section 13. Annual Review. At least annually upon the request of either party, elected representatives of the CITY and TOWNSHIP and others mutually invited to participate shall meet in order to assess the effects of this Agreement and to discuss methods of cooperation and plans for development in and for the CEDA Territory.

Section 14. Liberal Construction. The parties agree that just as Ohio Revised Code Section 701.07 is to be liberally construed to allow parties to enter into Cooperative Economic Development Agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desire of each of the parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing by the TOWNSHIP and CITY in the benefits of economic development. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 701.07.

Section 15. Annexation of City Property. Property owned by the CITY in Sub-Area 2 and 3 (and, after the requisite 15 year moratorium period, in Sub-Area 4) may be annexed to the CITY under the requirements and subject to the conditions set forth in proposed Section 709.16 of Senate Bill 5. Upon completion of the annexation, such property shall remain subject to the terms of this Agreement. The CITY shall provide advance written notice to the TOWNSHIP of its intention to annex such property prior to making any request for such annexation.

Section 16. Notices. Any notice required or permitted to be given herein shall be given in writing by certified United States mail, return receipt requested, or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to the TOWNSHIP:

Liberty Township Board of Trustees
7761 Liberty Road
Powell, Ohio 43065

With a copy simultaneously sent or delivered to both:

Donald F. Brosius
Loveland & Brosius
Attorney at Law
50 West Broad Street, Suite 3300
Columbus, Ohio 43215-5917

and

Craig B. Paynter
Buckingham, Doolittle & Burroughs, LLP
Attorney at Law
191 West Nationwide Boulevard, Suite 300
Columbus, Ohio 43215

If to the CITY:

City of Powell
Attention: City Manager
47 Hall Street
Powell, Ohio 43065

With a copy simultaneously sent or delivered to:

City of Powell
Attention: City Attorney
47 Hall Street
Powell, Ohio 43065

Any party may change its mailing address by serving written notice of such change and new address upon the other party.

IN TESTIMONY WHEREOF, the TOWNSHIP and CITY, with the intent of being bound, have caused this Agreement to be duly signed in their respective names by their duly authorized officers on or as of the date first above written.

ATTEST:

Powell Council Clerk

THE CITY OF POWELL,
DELAWARE COUNTY, OHIO

By: _____
Stephen A. Lutz, City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

Law Director

ATTEST:

Marcia Rush
Township Clerk

THE BOARD OF TRUSTEES
OF LIBERTY TOWNSHIP, DELAWARE
COUNTY, OHIO

By: _____
Robert E. Cape, D.V.M., Trustee

By: _____
Kim Cellar, Trustee

By: _____
John C. Werner, Trustee

SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Powell, Ohio (the "City"), located in Delaware County, Ohio, hereby certifies in connection with the Liberty Township – City of Powell Cooperative Economic Development Agreement (the "Agreement"), dated on or as of May 1, 2002, by and between the Board of Trustees of Liberty Township, Delaware County, Ohio and the Council of the City of Powell, Delaware County, Ohio, that the amount required to meet the Agreement has been lawfully appropriated for the purpose and is in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of MAY, 2002.

CITY OF POWELL, OHIO

By: _____

Title: Finance Director

ATTACHMENT A

CEDA TERRITORY

ATTACHMENT B

SENATE BILL 5

ATTACHMENT C

TOWNSHIP ZONING PLAN

ATTACHMENT D

By way of example, if the Agreement becomes effective May 15, 2002 and the TOWNSHIP boundaries are conformed on October 26, 2007 so as to exclude TOWNSHIP territory from any CITY area annexed on or after the date of this Agreement, then the first annual payment would be due to the TOWNSHIP from the CITY on March 1, 2009. This payment would be the equivalent of 150% of the TOWNSHIP TAXES that would have been due during 2009 to the TOWNSHIP for calendar year 2008 from the excluded area if no annexation had occurred. (This assumes that during 2008 the TOWNSHIP would collect all its taxes due for the full calendar year in which the exclusion initially occurred, i.e. 2007. If, however, the TOWNSHIP would not collect all its taxes for the entire calendar year of 2007, then the CITY would also owe the TOWNSHIP $500,000 for calendar year 2007, which amount would be due on December 25, 2007.) This multiplier of 150% would apply to all annual payments for years 2008 through 2017, inclusive. The annual payment for calendar year 2018 (which would be due March 1, 2019) would be at the rate of 140% for that year and the following nine years. Likewise, the annual payment for calendar year 2028 (which would be due March 1, 2029) would be at the rate of 130% for that year and the following nine years. The annual payment for calendar year 2038 (which would be due March 1, 2039) would be at the rate of 120% for that year and the following nine years. The annual payment for calendar year 2048 would be at the rate of 110% for that year and the remaining full calendar years in the term of the Agreement. Since the Agreement ends in the middle of a calendar year (i.e. midnight, May 14, 2052), then the CITY would owe the TOWNSHIP $500,000 for the partial calendar year of 2052. This amount would be due and payable within 60 days following the expiration of the Agreement. To further illustrate, if the exclusion occurs on April 22, 2039, the first annual payment would be due to the TOWNSHIP on March 1, 2041. This payment would be the equivalent of 150% of the TOWNSHIP TAXES that would have been due during 2041 to the TOWNSHIP for calendar year 2040 from the excluded area if no annexation had occurred. (This assumes that during 2040 the TOWNSHIP would collect all its taxes for the full calendar year in which the exclusion initially occurred, i.e. 2039. If, however, the TOWNSHIP would not collect all its taxes for the entire calendar year of 2039, then the CITY would also owe the TOWNSHIP $500,000 for calendar year 2039, which amount would be due on June 22, 2039.) The multiplier of 150% would apply to all annual payments for years 2040 through 2049, inclusive. The annual payment for calendar years 2050 and 2051 (which would be due, respectively, on March 1, 2051 and March 1, 2052) would be at the rate of 140%. Since the Agreement ends in the middle of a calendar year (i.e. midnight, May 14, 2052), then the CITY would owe the TOWNSHIP $500,000 for the partial calendar year of 2052. This amount would be due and payable within 60 days following the expiration of the Agreement.

ATTACHMENT E

By way of illustration, at the date of the signing of this Agreement, TOWNSHIP TAXES within the CITY corporate limits include real property taxes in the form of the General Fund Levy (.9 mills), the 1999 Recreation Center Bond Levy (.650 mills), and the 2000 Fire and EMS Levy (4.00 mills), for a total millage of 5.55 mills, plus any revenues realized from personal property tax collections. If the boundaries of the TOWNSHIP are conformed at any time in 2002 in any area annexed to the CITY on or after the date of this Agreement, 1.2 mills would be added to the existing 5.55 mills, bringing the total millage to a full and unreduced 6.75 mills. Consequently, 150% of the TOWNSHIP TAXES would equate to 10.125 mills. The CITY would then owe the TOWNSHIP an amount which is equivalent to a full and unreduced 10.125 mill assessment on all such real property excluded from the Township during 2003, plus 150% of all personal property and estate tax revenues the TOWNSHIP would have been owed if the annexation had not occurred. (This assumes the TOWNSHIP would collect all its taxes during and for the full calendar year in which the exclusion occurred, i.e. 2002. If, however, the TOWNSHIP would not collect all its taxes for the entire calendar year of 2002, then pursuant to Article 5, Section 3 B 6, the CITY would also owe the TOWNSHIP $500,000 for calendar year 2002, which amount would be due and payable within 60 days after the date the first such exclusion occurs.) The payment due for 2003 would then be made to the TOWNSHIP on or before March 1, 2004. Furthermore and by way of illustration, if, after the exclusion occurs, the fire levy is later replaced with a 6 mill levy or an additional 2 mill fire levy added (thereby bringing the total fire levy to 6 mills), the TOWNSHIP TAXES would equal a total of 8.75 mills. As a result, 150% of the TOWNSHIP TAXES would then equate to 13.125 mills, plus 150% of all personal property and estate tax revenues the TOWNSHIP would have otherwise realized if the annexation had not occurred.

ATTACHMENT F

SAWMILL PARKWAY THOROUGHFARE STANDARDS EXHIBIT

ATTACHMENT G

DEVELOPMENT PLAN

COPY

LIBERTY TOWNSHIP – CITY OF POWELL

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

DATE: WEDNESDAY, APRIL 24, 2002

TIME: 7:30 P.M.

- - -

BOARD OF TRUSTEES OF LIBERTY TOWNSHIP:

MR. ROBERT E. CAPE — MR. JOHN WARNER

MR. KIM CELLAR — MS. MARCIA RUSH, TOWNSHIP CLERK

CITY COUNCIL OF THE CITY OF POWELL:

MR. ART SCHULTZ, MAYOR — MR. GEORGE KAITSA, VICE PRESIDENT

MR. RICHARD KLINE — MR. DAVID LACKEY

MR. JIM SETA — MR. DAN WIENCEK

MR. STEVE LUTZ, CITY MANAGER

COUNSEL PRESENT:

LOVELAND & BROSIUS, BY

MR. DONALD BROSIUS — FOR LIBERTY TOWNSHIP

BUCKINGHAM, DOOLITTLE & BURROUGHS, BY

MR. CRAIG PAYNTER — FOR LIBERTY TOWNSHIP

SMITH & HALE, BY

MR. GLEN A. DUGGER

- - -

MR. WERNER: TESTING. EVERYONE READY? I'D LIKE TO CALL THIS JOINT MEETING OF THE LIBERTY TOWNSHIP TRUSTEES AND POWELL CITY COUNCIL TO ORDER. FIRST THING WE HAVE TO DO IS FORMALLY OPEN UP OUR RESPECTIVE MEETINGS. WHY DON'T WE START WITH THE CITY?

MR. SCHULTZ: OKAY. I'D LIKE TO CALL THE ROLE. DAVE LACKEY?

MR. LACKEY: HERE.

MR. SCHULTZ: RICHARD KLINE?

MR. KLINE: HERE.

MR. SCHULTZ: DAN WIENCEK?

MR. WIENCEK: HERE.

MR. SCHULTZ: GEORGE KAITSA?

MR. KAITSA: HERE.

MR. SCHULTZ: JIM SETA?

MR. SETA: HERE.

MR. SCHULTZ: MIKE CLINE IS EXCUSED. AND ART SCHULTZ AND I'M HERE.

MR. WERNER: OKAY. LIBERTY TOWNSHIP WILL CALL THEIR MEETING TO ORDER. WILL THE CLERK CALL THE ROLE, PLEASE?

MS. RUSH: MR. CAPE?

MR. CAPE: PRESENT.

MS. RUSH: MR. WERNER?

MR. WERNER: HERE. MR. CELLAR HAD ANOTHER COMMITMENT TONIGHT INVOLVING A LITTLE ELECTION HE'S IN, THERE'S A

CAMPAIGN MEETING. I TOLD HIM THAT I THOUGHT WE COULD STRUGGLE ON WITHOUT HIM TONIGHT, SO THAT'S WHY HE'S ABSENT BUT BELIEVE ME, HE WISHES HE COULD BE HERE. WITH THAT, WE'LL GO TO THE NEXT ITEM ON THE AGENDA AND MR. ART SCHULTZ WILL EXPLAIN THAT.

MR. SCHULTZ: OKAY. I THINK WE HAVE, DO WE HAVE A SLIDE ON THIS ONE? NO, OKAY. THE AGENDA WAS OUT AT THE FRONT DESK AS PEOPLE WALKED IN.

MR. PAYNTER: AND COPIES ON THE CHAIRS.

MR. SCHULTZ: AND COPIES ON THE CHAIR. HAS EVERYBODY GOT ONE THAT WANTS ONE? I'M JUST GOING TO BRIEFLY EXPLAIN WHAT THE FORMAT IS. IN A MINUTE JOHN WERNER IS GOING TO SEE THAT EVERYONE IS SWORN IN. WE'RE GOING TO DO THAT AS A GROUP, SO ANYBODY THAT MAY SPEAK IS BENEFICIALLY SWORN IN.

NUMBER 4 ON THE AGENDA IS THAT WE'RE GOING TO HAVE LEGAL COUNSEL STEP THROUGH WHAT THE CEDA IS ABOUT. I'M SORRY, NUMBER 4 IS EXPLAINING THE PROCESS THAT WE'VE GONE THROUGH AND WHERE WE'RE HEADED.

AGENDA NUMBER 5 IS THEN TO STEP THROUGH THE PROPOSED CEDA AND TALK ABOUT THAT. AND I THINK THEY'RE GOING TO USE THE LETTER OF UNDERSTANDING AS KIND OF AN OUTLINE TO THE AGREEMENT.

FOLLOWING THAT, ITEM NUMBER 6 ON THE AGENDA IS WHERE EITHER THE CITY OR THE TOWNSHIP REPRESENTATIVES, IF THEY HAVE ANYTHING FURTHER TO ADD TO THE EXPLANATION, THEY'LL BE ADDING THAT, THOSE COMMENTS NEXT.

ITEM NUMBER 7 THEN IS THE PUBLIC COMMENT SESSION. AND I

BELIEVE ATTACHED TO THE AGENDA WAS A SHEET, A SPEAKER'S SLIP AND SO IF YOU ARE GOING TO SPEAK, WE ASK THAT YOU GO AHEAD AND FILL THAT OUT SO WE HAVE YOUR NAME AND ADDRESS FOR THE RECORD. AND I BELIEVE THEY CAN JUST TURN THAT IN AS THEY COME TO THE FRONT.

A NOTE AT THE BOTTOM, WE ARE TRYING TO ALLOW EVERYONE TO SPEAK, SO WE'RE GOING TO TRY TO LIMIT AT LEAST FOR THE FIRST TIME THROUGH TO THREE MINUTES AND THEN IF AFTER EVERYBODY HAS SPOKE IF THERE'S ADDITIONAL PEOPLE WHO WANT TO SPEAK LONGER, WE CAN GO BACK THROUGH THAT.

FOLLOWING PUBLIC COMMENTS, THERE WILL BE SOME CONCLUDING REMARKS BY BOTH THE CITY AND THE TOWNSHIP, FOLLOWED BY ADJOURNMENT.

MR. WERNER: OKAY. NEXT ITEM IS SWEARING IN OF THE PARTICIPANTS AND IF WE COULD, WOULD EVERYBODY IN THE AUDIENCE JUST PLEASE STAND UP AND BE SWORN EVEN IF YOU'RE NOT GOING TO SAY ANYTHING AND WILL THE COURT REPORTER SWEAR IN EVERYONE PLEASE? THEREUPON, EVERYONE PRESENT WAS FIRST DULY SWORN.

MR. WERNER: THANK YOU VERY MUCH. NEXT, WE'RE GOING TO HEAR AN EXPLANATION OF THE CEDA LEGISLATION PROCESS. AND FOR THAT, WE HAVE TO TURN THAT OVER TO OUR ATTORNEYS BECAUSE WE CERTAINLY WILL PROBABLY MESS IT UP. SO WITH THAT, WHOEVER IS GOING TO START OFF.

MR. PAYNTER: THANK YOU, JOHN, MEMBERS OF THE COUNCIL, FOR THOSE OF YOU WHO DON'T KNOW ME, I'M CRAIG PAYNTER, I REPRESENT LIBERTY TOWNSHIP. I MISSED THE MEETING, SO I GOT ASSIGNED

THE TASK TO TRY TO WALK THROUGH AN OVERVIEW OF THE STATUTE. WHAT CEDA IS IS AN ACRONYM FOR COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT. IT'S SET FORTH AT 701 – I BETTER GET MY REFERENCE HERE, 701.307 OF THE REVISED CODE. THIS STATUTE HAS BEEN IN AFFECT FOR LESS THAN TEN YEARS I BELIEVE. IT'S A RELATIVELY NEW STATUTE AND IT RECOGNIZES THE NEED FOR COMMUNITIES TO WORK TOGETHER TO TRY TO PROMOTE SOME JOINT ECONOMIC GOALS THAT THEY BELIEVE WILL SERVE BOTH PARTIES. WE'RE KIND OF IN THE MIDDLE OF THE PROCEEDING HERE.

WE'VE CONDUCTED A SERIES OF MEETINGS THAT WERE LENGTHY AND WE'VE EXHAUSTIVELY DEBATED THE SUBJECT. THOSE MEETINGS WERE CREATED FOR BOTH THE CITY OF POWELL AND THE LIBERTY TOWNSHIP, AS WELL AS REPRESENTATIVES OF TRIANGLE PROPERTIES AND AT TIMES WE HAD ROOMS FULL OF LAWYERS.

A CEDA CAN BE ENTERED INTO BY ONE OR MORE MUNICIPAL CORPORATIONS. THAT MEANS A CITY OR VILLAGE TOGETHER WITH ONE OR MORE TOWNSHIPS AND OBVIOUSLY WE HAVE ONE CITY AND ONE TOWNSHIP IN THIS.

BEFORE A CEDA CAN BE SIGNED, AND IT MUST BE SIGNED IN THE FORM OF A RESOLUTION OR AN ORDINANCE BY BOTH CITY COUNCIL AND BY THE TOWNSHIP INVOLVED. BEFORE IT CAN BE SIGNED, WE HAVE TO HOLD WHAT'S CALLED A JOINT PUBLIC HEARING WHICH IS WHY WE'RE HERE TONIGHT. BEFORE WE CAN HOLD A JOINT PUBLIC HEARING, WE HAVE TO PROVIDE THE RESIDENTS OF BOTH POLITICAL SUBDIVISIONS, BOTH THE CITY AND THE TOWNSHIP IN THIS CASE, THEY'RE BOTH THE SAME SUBDIVISION

BUT WE HAVE TO GIVE YOU 30-DAYS NOTICE BY PUBLISHING NOTICE ONCE IN A NEWSPAPER OF GENERAL CIRCULATION. WE HAVE AS WELL DONE THAT AND, IN FACT, WE PUBLISHED MORE THAN THE STATUE REQUIRED OF US BECAUSE WE WANTED THE WORD TO GET OUT AND WANTED TO BE HERE TO ANSWER YOUR QUESTIONS. WE ALSO HAVE TO MAKE THE PROPOSED CEDA AGREEMENT AVAILABLE TO YOU FOR YOUR INSPECTION AND AS YOU'LL SEE IN JUST A MOMENT, WE'VE ALSO DONE THAT. THE CEDA AGREEMENT WAS AVAILABLE BOTH AT THE TOWNSHIP COMMUNITY BUILDING AND AT CITY HALL FOR THE REQUISITE 30-DAY PERIOD. I KNOW THAT SEVERAL PEOPLE HAVE COME IN AND REVIEWED THE AGREEMENT AT THE TOWNSHIP COMMUNITY BUILDING. I SUSPECT THEY HAVE AS WELL AT THE MUNICIPAL BUILDING. THAT'S BASICALLY WHAT IS REQUIRED.

ONCE THIS HEARING CONCLUDES AND WE HAVE PUBLIC COMMENT, BOTH COUNCIL AND THE BOARD OF TRUSTEES WILL CONSIDER ANY QUESTIONS OR COMMENTS THAT THE RESIDENTS MIGHT HAVE TO SAY THIS EVENING. AND AT SOME LATER TIME WHICH HAS YET TO BE IDENTIFIED BUT MAY BE IDENTIFIED AT THE CONCLUSION OF THE HEARING TONIGHT, THEY'LL BOTH HAVE TO CONVENE EITHER A SPECIAL OR REGULAR MEETING AND IF THEY SO CHOOSE, PASS LEGISLATION TO AGREE TO SIGN THE AGREEMENT. AND THE AGREEMENT CAN THEREFORE BE SIGNED IF BOTH CITY COUNCIL AND THE BOARD OF TRUSTEES PASS EITHER AN ORDINANCE OR A RESOLUTION AUTHORIZING SUCH A SIGNATURE.

I HAVE WITH ME TONIGHT AND I'M TENDERING TO THE COURT REPORTER AS EXHIBITS TO BE ATTACHED TWO AFFIDAVITS. I'LL SIT THOSE HERE FOR YOU. THE AFFIDAVITS ARE FROM HOLLY FOUST WHO IS OUR

ZONING INSPECTOR AND MELANIE FROST WHO IS OUR ADMINISTRATIVE ASSISTANT AT THE COMMUNITY BUILDING. THOSE AFFIDAVITS TESTIFY UNDER OATH THAT THE CEDA AGREEMENT WAS AVAILABLE FOR 30 DAYS AT THE TOWNSHIP AND, IN FACT, SEVERAL PEOPLE DID COME IN. THOSE AFFIDAVITS ALSO TESTIFY THAT BOTH THOSE INDIVIDUALS AT LEAST HAVE SEEN THE PUBLICATIONS IN THE NEWSPAPERS.

I ALSO HAVE HERE TONIGHT AND WE'LL MAKE PART OF THE RECORD COPIES OF WHAT'S CALLED THE PROOF OF PUBLICATION FROM THE NEWSPAPERS. WHEN THE, WHEN YOU PUT AN AD IN THE NEWSPAPER, THE PAPER WILL SEND YOU BACK PROOF OF PUBLICATION SO THAT YOU CAN DEMONSTRATE LEGALLY THAT YOU'VE COMPLIED WITH STATUTORY REQUIREMENTS, THAT'S WHAT WAS DONE. THE AD RAN THIS WEEK ON MARCH 27TH, THE AD RAN IN THE OLENTANGY VALLEY NEWSPAPER ON MARCH 20TH AND IT RAN IN THE GAZETTE ON THE 20TH AND THE 26TH I BELIEVE IF MY MEMORY SERVES ME. I'M SORRY, THE 21ST AND THE 29TH AND I'M GOING TO MAKE THOSE ADVERTISEMENTS AND PROOFS OF PUBLICATION PART OF THE RECORD.

WELL SO YOU KNOW, THE COURT REPORTER IS HERE TRANSCRIBING EVERYTHING THAT IS SAID. THE COURT REPORTER IS GOING TO PROVIDE BOTH THE CITY COUNCIL FOR THE CITY OF POWELL AND LIBERTY TOWNSHIP BOARD OF TRUSTEES WITH THE MINUTES OF THE MEETING SO THE MINUTES WILL BE THE SAME. SO WE'LL ACCURATELY TRANSCRIBE WHAT'S GOING ON HERE, THAT'S PART OF THE REASON WE NEED YOU TO SPELL OUT YOUR NAME.

I'D ALSO LIKE THE RECORD TO REFLECT THAT THE MEETING STARTED

AT 7:36 AND IT WAS SCHEDULED TO START AT 7:30. THE LAST THING I'M GOING TO DO BEFORE I SIT DOWN AND TAKE A BREAK, I HAVE TO ASK STEVE LERSH QUESTIONS CONCERNING THE CITY OF POWELL'S TO MAKE THE CEDA AGREEMENT AVAILABLE FOR 30 DAYS.

MR. LUTZ: STEVE LUTZ, CITY MANAGER FOR THE CITY OF POWELL.

MR. PAYNTER: YOU'VE BEEN FAMILIAR WITH THE MEETINGS THAT'S GOING ON WITH THE CEDA AGREEMENT AND PROPOSED AGREEMENT?

MR. LUTZ: YES.

MR. PAYNTER: AND, IN FACT, YOU WERE RESPONSIBLE TO MAKE THIS AGREEMENT AVAILABLE FOR THE CITY OF POWELL?

MR. LUTZ: YES.

MR. PAYNTER: AND, SIR, CAN YOU STATE FOR THE RECORD UNDER OATH THAT THE AGREEMENT HAS BEEN AVAILABLE AT CITY HALL FOR 30 DAYS OR MORE?

MR. LUTZ: IT HAS BEEN.

MR. PAYNTER: OKAY. WITH THAT, I WILL TELL YOU THAT THE ONLY CONCLUDING COMMENT I HAVE AND I DON'T WANT TO GET TOO INVOLVED OR TOO CONFUSED, BUT ALONG WITH THE CITY STATUTE, THERE'S A COMPANION STATUTE UNDER THE ANNEXATION BILL THAT VERY MUCH MIRRORS THE CEDA STATUTE. AS A PARTICULAR MATTER FOR WHAT WE'RE PROPOSING TO DO, THE CEDA STATUTE UNDER THE OLD LAW AND ANNEXATION STATUTE UNDER THE NEW. I THINK THAT CONCLUDES MY OVERVIEW AND AT THIS POINT, WE'RE GOING TO LAUNCH INTO AN OUTLINE

OF THE RESIDENTS FOR WHAT THIS PROPOSED AGREEMENT ACTUALLY IS.

MR. BROSIUS: MY NAME IS DON BROSIUS AND I TOO AM AN ATTORNEY REPRESENTING LIBERTY TOWNSHIP, HAVE FOR SEVERAL YEARS. THIS PORTION OF THE AGENDA INVOLVES AN OVERVIEW OF THE PROPOSED CEDA. WE REALLY HAD TWO CHOICES; WE COULD USE BOTH NOTEBOOKS PAGE BY PAGE AND GET OUT OF HERE THIS WEEKEND SOMETIME OR EXPLAIN TO YOU HOW WE GOT HERE. WHAT WE'RE GOING TO SHOW ON THE MARLAR IS WHAT I'M GOING TO REFER TO AS A FRAME WORK FOR NEGOTIATIONS.

THIS THING STARTED WITH A CONSENSUAL BASIS BASED ON CERTAIN ITEMS. AND BELIEVE IT OR NOT, THOSE OF YOU WHO HAVE LOOKED AT THE AGREEMENT, WHAT'S CONTAINED IN THE AGREEMENT PRETTY MUCH REFLECTS THE SEVEN ITEMS AND THIS IS THE OVERVIEW WE WANT TO SHOW YOU BASED ON THESE SEVEN ITEMS ON WHAT OUR PERCEPTION, OUR BEING THE ATTORNEY'S PERCEPTION OF WHAT WAS VITAL TO THE INTEREST OF BOTH PARTIES. THE FIRST ITEM REALLY RELATED, AND THIS IS ITEM NUMBER 1, RELATED TO THE AGREEMENT KNOWN AS GOLF VILLAGE. WHAT WAS VITAL WAS THAT THE ZONING PLAN AND THE TOWNSHIP HAS SPENT MONTHS AND MONTHS AND MONTHS ON THAT. THAT PLAN BE MAINTAINED, IMPLEMENTED AND ENFORCED REGARDLESS OF JURISDICTION, THAT WAS VITAL FOR THOSE OF YOU WHO LOOKED AT THE AGREEMENT, YOU'LL FIND THAT PROVISION EXPANDED ON IN ARTICLE 2, SECTION 3 OF THE AGREEMENT. THE AGREEMENT BASICALLY PROVIDES IF PROPERTY IS ANNEXED IN ANY PART OF GOLF VILLAGE, THE CITY WILL ADOPT, MAINTAIN AND ENFORCE THE ZONING TOWNSHIP PLAN.

THE ZONING PLAN FOR GOLF VILLAGE IS THIS, IT'S ATTACHMENT C OF THE CEDA AGREEMENT BUT THERE'S TWO OTHER THINGS THAT THIS ITEM NUMBER 1 DOES. THE SECOND THING IT DOES IS IT DOES SPELL OUT SOME FLEXIBILITY IN TERMS OF CAVEATANCE (PHONETIC). THE PROPERTY MAY BE REZONED IN CAVEAT 1 AND IN CAVEAT 2 BUT ABSENT THAT, THERE IS TO BE NO MAJOR MODIFICATION TO THE ZONING PLAN WHATSOEVER, NONE.

THERE IS ANOTHER PURPOSE WHICH ITEM NUMBER 1 TRIED TO ADDRESS WHICH YOU FIND REFLECTED IN THE CEDA AGREEMENT, IT'S FOUND IN ARTICLE 6, SECTION 3 AND THAT WAS IT WAS IMPORTANT I THINK FROM THE PARTIES STANDPOINT THAT THE PROPOSED PLAN AND INTEGRITY OF SAWMILL PARKWAY AND THE ADJOINING ROADWAYS BE MAINTAINED AND CONTINUE TO BE IMPLEMENTED AND YOU MIGHT SAY WHAT DOES THAT MEAN. I THINK AT THE RISK OF OVER SIMPLIFYING IT MEANS TWO THINGS.

WITH RESPECT TO THE PARKWAY ITSELF, THE PURPOSE IS TO NUMBER 1 MAINTAIN ITS STATUS AS A MAJOR AUCTORIAL THRUWAY TO EVENTUAL CONNECTION TO 42 AND NUMBER 2, THAT THE PARKWAY MAINTAIN THE SAME DESIGN STANDARD GUIDELINES THAT THE PARKWAY CURRENTLY HAS ON ITS PRESENT ROADWAY THAT'S WITH RESPECT TO THE PARKWAY.

WHAT'S IT MEAN WITH ADJOINING ROADWAYS? WHAT WERE WE TRYING TO ACCOMPLISH? IF YOU'LL LOOK AT THE ARTICLE 6 PROVISIONS, WHAT IT BOILS DOWN TO IS THAT BASICALLY PROVIDES FOR CONNECTIVITY BETWEEN NEIGHBORHOODS AND REDUCTION OF CURB CUTS ALONG THE PARKWAY SO THAT PEOPLE CAN CONNECT BETWEEN NEIGHBORHOODS WITHOUT HAVING TO GET BACK ON THE PARKWAY AND THAT'S THE

PURPOSE BEHIND NUMBER 1.

I KNOW THERE ARE A NUMBER OF SECTIONS IN THE AGREEMENT THAT REFLECTS THAT BUT THAT'S WHERE IT STARTED AND RIGHT NOW, I THINK GLEN DUGGER IS GOING TO GIVE YOU A LITTLE OVERVIEW OF ITEM NUMBER 2.

MR. DUGGER: I'M GLEN DUGGER WITH SMITH & HALE AND OUR OFFICES ARE LOCATED AT BROAD STREET IN COLUMBUS. PARAGRAPH NUMBER 2, THE LETTER OF INTENT IS REFLECTED IN ARTICLE 2, I'M SORRY ARTICLE 2, SECTION 7 OF THE AGREEMENT. IT'S VERY SIMPLE – I'VE NEVER NOT BEEN HEARD BEFORE – AND WHAT IT SAYS IS THAT BONDS, WHAT'S – IT'S RIGHT THERE IN THE FIRST SENTENCE. THE BOND SEAL MUST OCCUR.

GOLF VILLAGE IS THE THOUSAND ACRE DEVELOPMENT ON THE SOUTH SIDE OF HOME ROAD IN LIBERTY TOWNSHIP AND GOLF VILLAGE WAS A LITTLE BIT OF A SPECIAL COMMUNITY IN A LOT OF WAYS BUT PRIMARILY IN THE WAY IT'S BEEN FINANCED. THE DEVELOPER OF GOLF VILLAGE ISSUED 20 MILLION DOLLARS WORTH OF BONDED INDEBTNESS TO PAY FOR MUCH OF THE INFRASTRUCTURE TO GOLF VILLAGE, THE CONSTRUCTION OF GOLF ROAD, THE EXTENSION OF A FIRE LANE FOUR AND A HALF MILES TO SERVICE THE PROPERTY.

THEY USED A FINANCE MECHANISM THAT IS, THAT IS FAIRLY RARE IN THE STATE OF OHIO AND THAT THEY SET UP THEIR OWN FINANCING AGENCY OR AUTHORITY. IT'S A GOVERNMENT ENTITY AND THAT GOVERNMENTAL ENTITY HAS ISSUED BONDS TO RETIRE OR TO PAY FOR THE COST OF THOSE IMPROVEMENTS. THE WAY THOSE BONDS WILL BE RETIRED IS THAT THEY

WILL BE RETIRED BY THE HOME OWNERS AND THE BUSINESS OWNERS THAT LIVE WITHIN THAT SPECIFIC AREA BY AN ADDITIONAL VILLAGE RATE WHICH WOULD GO TO RETIRE THOSE BONDS. THAT WAS A FAIRLY SIGNIFICANT FINAL PART OF THE DEVELOPMENT AND THE DEVELOPER WAS LOOKING FOR HELP IN THAT REGARD. MUCH OF THOSE ARE AVAILABLE TO MUNICIPALITIES NOT TO TOWNSHIPS.

THE DISCUSSION, AGAIN, INITIALLY BETWEEN THE DEVELOPER AND POWELL WAS THAT THE CITY WOULD HELP WITH THE FINANCING MECHANISMS TO RETIRE THE BONDS AND TO, TO WORK WITH THE LARGER FINANCIAL BASE THAT POWELL HAS IN CONSIDERATION FOR THE ANNEXATION OF THE PROPERTY TO POWELL. AND THE REASON THAT POWELL WOULD WANT TO DO THAT IS THAT POWELL HAS AN INCOME TAX, CALCULATED INCOME TAX. IT WAS A FAIR ADVANTAGE TO POWELL TO HAVE THAT INCOME TAX IF THE PROPERTY WAS INCORPORATED INTO POWELL.

THE TOWNSHIP WANTED TO MAKE SURE THAT THE BOND SEAL WAS AN INTEGRAL COMPONENT OF THIS PURPOSE FOR GOING FORWARD WITH THE ANNEXATION. THEREFORE, ITEM 2 OR REALLY THE SECOND COMPONENT WHICH IS THE LETTER OF INTENT WHICH IS INCORPORATED WITHIN THE CEDA AGREEMENT INDICATES THAT THE BOND SEAL WOULD OCCUR ON THE PART OF POWELL IN THE EVENT THE PROPERTY IS ANNEXED TO THE CITY OF POWELL.

WE HAVE SPENT A GREAT DEAL OF TIME WORKING WITH THE REPRESENTATIVES AND THE TRUSTEES OF THE TOWNSHIP. STEVE LUTZ HAS ALSO SPENT A GREAT DEAL OF TIME IN THE COUNCIL WORKING WITH THE

REPRESENTATIVES OF THE DEVELOPER TO GET THAT ACCOMPLISHED AND THAT WOULD BE SCHEDULED AFTER THE PROPERTY WOULD BE ACQUIESCENCE BY THE CITY OF POWELL. THEY WOULD THEN GO THROUGH THAT BOND FINANCING PROCESS THROUGH THE CITY OF POWELL.

SO IN THE EVENT THAT THE CITY IS NOT AVAILABLE TO ISSUE THOSE BONDS, THE DOCUMENT, BOTH THE LETTER OF INTENT AND THE CEDA AGREEMENT, FLUSHED OUT FURTHER THAT THE PROPERTY WOULD BE UNBOUND AND THAT WOULD MEAN IT WOULD GO BACK TO ITS PRIOR STATUS AS BEING WITHIN THE TOWNSHIP AND NOT WITHIN THE CITY THROUGH THE ATTACHMENT PROCESS WHICH IS ALSO AVAILABLE TO US UNDER STATE LAW THAT'S STATED IN THE LETTER OF INTENT AND THE CEDA AGREEMENT. IF THE BOND SEAL DOESN'T OCCUR, THIS PROPERTY ENDS BACK IN THE, BACK IN THE TOWNSHIP, NOT WITHIN THE MUNICIPAL JURISDICTION LIMITS OF THE CITY OF POWELL.

MR. PAYNTER: THE THIRD BULLET POINT IN THE LETTER AND THE THIRD MAJOR THING OF THE PROPOSED AGREEMENT IS THAT THE CITY WILL NOT CONFORM ITS BOUNDARIES FOR A PERIOD OF 50 YEARS. THOSE OF YOU WHO HAVE BEEN RESIDENTS FOR A WHILE CAN REMEMBER ABOUT SEVEN OR EIGHT, NINE YEARS AGO WHEN THERE WERE DISCUSSIONS ABOUT THE CITY SEPARATING FROM THE TOWNSHIP AND WHETHER THAT SEPARATION WOULD BE INITIATED BY THE TOWNSHIP OR BY THE CITY WHICH WAS THEN A VILLAGE. THERE WAS A NUMBER OF PUBLIC MEETINGS HELD AT THAT TIME. WHAT THIS PROVISION MEANS IS THAT THE CITY WILL REMAIN PART OF LIBERTY TOWNSHIP FOR 50 YEARS, MEANING IT WILL, THE RESIDENTS OF THE CITY WILL ALSO BE VOTERS IN THE TOWNSHIP. PRETTY

STRAIGHT FORWARD BUT IT'S A SIGNIFICANT COMPONENT OF THE AGREEMENT, PROBABLY THE MOST EASILY SAID.

MR. BROSIUS: WE'RE ALL JUST TAKING TURNS. THE THIRD BULLET POINT BASICALLY TALKS ABOUT THE ANNEXATION PROCEDURES THAT WE'VE AGREED COULD OCCUR AND WHAT THAT BASICALLY PROVIDES IS ANY FUTURE ANNEXATION SOUTH OF HOME ROAD WILL BE CONDUCTED ACCORDING TO THE EXPEDITED PROCEDURE NUMBER 2 OF THE NEW ANNEXATION LAW.

FOR THOSE OF YOU WHO HAVE BEEN FOLLOWING THE PAPER FOR THE PAST, I DON'T KNOW, YEAR ON THIS NEW ANNEXATION LAW, IT'S BEEN A MESS. THE OHIO TOWNSHIP ASSOCIATION HAS BEEN TRYING TO WORK ON THIS NEW LAW FOR OVER TEN YEARS. I TESTIFIED ON SENATE BILL 5 IN THE SUMMER, I BELIEVE IT WAS IN MAY, JUNE OF LAST YEAR. THE GOVERNOR SIGNED IT JULY 27TH. YOU KNOW THE STORY OF THE REFERENDA PETITION, THAT SORT OF THING BUT WHAT THE NEW LAW DOES, IT PROVIDES FOR FOUR TYPES OF ANNEXATION PROCEDURES. IT DOESN'T DO AWAY WITH CONTESTED ANNEXATIONS AND IT DOES NOT DO AWAY WITH THE ABILITY OF PROPERTY OWNERS TO DRAG PEOPLE IN WHO DOESN'T WANT TO GO.

WHAT THIS PROVISION DOES DO, AND YOU CAN FIND IT IN THE AGREEMENT IN ARTICLE 3. THE PURPOSE OF THIS PROVISION IS TO BASICALLY SAY ANY ANNEXATION THAT TAKES PLACE SOUTH OF HOME ROAD MUST BE DONE ACCORDING TO EXPEDITED PROCEDURE NUMBER 2. WHAT DOES THAT MEAN? IT MUST BE UNANIMOUS, YOU CAN'T DRAG SOMEONE WHO DOESN'T WANT TO GO.

SECOND THING IS IT CAN'T BE MORE THAN 500 ACRES. THE THIRD

THING, IT MUST BE CONTIGUOUS BY AT LEAST FIVE PERSONS. THE THIRD THING IS IT CAN CREATE NO ISLAND, THE ANNEXATION ITSELF CANNOT CREATE AN ISLAND. THE NEXT ITEM IS A SERVICE RESOLUTION HAS TO BE PASSED BY THE CITY. THE FOURTH ITEM IS THAT IF THE CITY DETERMINES THERE'S NOT GOING – IF THE CITY DETERMINES THAT THE TERRITORY TO BE ANNEXED THAT THE USE THERE IS GOING TO BE INCOMPATIBLE WITH AN ADJACENT TOWNSHIP USE THEN A BUFFERING HAS TO BE PUT IN PLACE. AND THE LAST ITEM IF THE ROAD IS GOING TO BE SUBDIVIDED TO CREATE A MAINTENANCE PROBLEM, THE CITY HAS TO AGREE TO REMEDY THAT PROBLEM.

WHAT THE AGREEMENT PROVIDES FOR IS THAT REGARDLESS OF WHEN SENATE BILL 5 TAKES AFFECT, REGARDLESS IF IT EVER TAKES AFFECT, REGARDLESS WHETHER OR NOT IT'S EVER CHANGED, THOSE SUBSEQUENT PROVISIONS WILL GOVERN ANNEXATIONS IN THIS AREA AND THAT'S THE AFFECT SO BULLET POINT NUMBER 5.

MR. DUGGER: FIVE UP THERE AT THE TOP OF THE PAGE BASICALLY IS, IS WHAT WE'VE BEEN WORKING TOWARDS FOR THE LAST SIX MONTHS AND THAT IS IN THE EVENT THAT THE AGREEMENT IS REACHED THAT THE TOWNSHIP WILL NOT OPPOSE ANNEXATION OF GOLF VILLAGE TO THE CITY AND WOULD REPORT TO THE DELAWARE COUNTY COMMISSIONERS IN WRITING THAT, IN FACT, THEY ARE SUPPORTIVE OF THAT ANNEXATION. SO THAT'S ALSO CONTAINED WITHIN THE CEDA AGREEMENT ARTICLE 2, SECTION 7 AND WAS A KEY COMPONENT. AND IT SAYS WHAT IT SAYS AND THE CEDA AGREEMENT SAYS ALMOST VIRTUALLY VERBATIM, USES THE SAME LANGUAGE.

MR. PAYNTER: BACK TO ME FOR BULLET NUMBER 6. THIS BULLET AND COMPONENT OF THE PROPOSED AGREEMENT PERTAINS TO THE AREA ON THE MAP OVER THERE THAT IS IN LIGHT BLUE, THE TOP OF THE TOWNSHIP WHICH IS THE AREA NORTH OF HOME ROAD. I THINK REFLECTIVE IN BOTH THE CEDA STATUTE AND NEW ANNEXATION LAW ARE AN UNDERLYING PHILOSOPHY OF COOPERATION BETWEEN POLITICAL SUBDIVISION AND BOTH LAWS ARE WRITTEN TO ENCOURAGE THAT COOPERATION AND THIS IS THE PROVISION WHERE WE GIVE BOTH COMMUNITIES TO TRY TO COME TOGETHER TO LEARN TO WALK AND COOPERATE TOGETHER IN SOME PLANNING AREAS.

THIS PROVISION OBVIOUSLY PROVIDES THAT FOR THE TERRITORY NORTH OF HOME ROAD IN LIBERTY TOWNSHIP THERE SHALL BE NO FUTURE ANNEXATIONS TO THE CITY OF POWELL FOR A 15-YEAR PERIOD. THE SOLE EXCEPTION TO THAT IS IF THE TOWNSHIP TRUSTEES, YOU'LL SEE DOWN THERE IN CAVEAT 1, GRANT THEIR CONSENT TO SUCH AN ANNEXATION.

THE BULLET POINT ALSO ANTICIPATES, AND I THINK ENCOURAGES, SOME JOINT PLANNING AND LAND USE PLANNING FOR THAT TERRITORY AND THIS 15-YEAR PERIOD IS DESIGNED TO ALLOW FOR COMPREHENSIVE AND ENFORCEABLE, AND ENFORCEABLE LAND USE PLANS THAT WOULD GOVERN THAT PORTION OF THE TOWNSHIP. THERE YOU'LL NOTE THAT THERE'S NO OBLIGATION FOR EITHER PARTY TO ENGAGE IN THOSE JOINT PLANNING SESSIONS. I DON'T THINK YOU CAN ENCOURAGE TWO PARTIES TO – I DON'T THINK YOU CAN REQUIRE THEM TO GET TOGETHER IF THEY DON'T WANT TO BUT CERTAINLY WE HOPE AND ANTICIPATE THAT SOME JOINT PLANNING WILL GO ON SO THAT'S, THAT'S THE UNDERSTANDING UNDER BULLET 6.

THAT UNDERSTANDING IS FOUND IN ARTICLE 4 FO THE PROPOSED AGREEMENT.

MR. BROSIUS: AND I THINK I HAVE THE EASIEST BULLET, THE LAST ONE NUMBER 7. TOWNSHIP OWNED PROPERTY CAN NEVER BE ANNEXED UNLESS THE BOARD OF TRUSTEES CONSENT, PERIOD. THAT'S THE EASY ONE. THERE IS ONE OTHER THING I DO WANT TO POINT OUT AND THAT'S THE MAP, WE PROBABLY SHOULD HAVE TOLD YOU THAT EARLIER. THE MAP UP FRONT IS A MAP OF THE CITY TERRITORY, THAT IS THE CEDA TERRITORY. THE AREA CONSISTS OF ALL AREAS BOTH INCORPORATED AND UNINCORPORATED LOCATED IN THE TOWNSHIP AND IF YOU'LL LOOK AT THAT MAP AND IF YOU EVER LOOK AT THE AGREEMENT OR HAVE LOOKED AT IT, WE'VE DIVIDED THE CEDA TERRITORY IN FOUR SUB-AREAS.

SUB-AREA 1 IS THE AREA DESIGNATED IN BROWN AND CONSIST OF THE VILLAGE OF POWELL. SUB-AREA 2, MAKE SURE I GET THESE RIGHT, IS IN YELLOW AND IT'S GOLF VILLAGE. SUB-AREA 3 IS THE AREA DESIGNATED IN GREEN AND CONSIST OF THE UNINCORPORATED AREA OF THE TOWNSHIP LOCATED SOUTH OF HOME ROAD EXCLUDING THE CITY OF POWELL AND GOLF VILLAGE. AND SUB-AREA 4 IS IN BLUE AND IT'S EVERYTHING NORTH OF HOME ROAD, BUT I WANTED TO POINT OUT THAT IS THE CEDA TERRITORY AND THE NEXT, WE'RE DONE WITH THE – AND TO BE ON THE SAFE SIDE, THE MAP REFLECTED ON THE FRONT DESIGNATED AS LIBERTY POWELL CEDA, THAT REFLECTS THE ENTIRE CEDA TERRITORY JUST EXPLAINED. I WOULD LIKE TO ENTER THAT AS AN EXHIBIT IN THIS HEARING.

AT THIS POINT IN TIME I THINK WE ARE COMPLETED WITH OUR PRESENTATION AND IT'S TIME FOR LEGISLATURE COMMENTS, IF YOU HAVE

ANY COMMENTS OR QUESTIONS OF US.

MR. SCHULTZ: OKAY. I THINK THAT MY UNDERSTANDING AT THIS POINT IS BOTH BODIES HAVE AN OPPORTUNITY TO EITHER CLARIFY OR ADD OR ASK QUESTIONS ABOUT THE CEDA AGREEMENT. SO LET ME START BY SEEING IF ANYBODY FROM CITY COUNCIL HAS ANYTHING FURTHER TO ADD OR TO ASK AT THIS POINT.

MR. CLINE: GOOD EVENING. MY NAME IS RICHARD CLINE. I'M ONE OF THE COUNCIL MEMBERS ON THE COUNCIL FOR THE CITY OF POWELL. I'M REALLY EXCITED ABOUT THIS PROPOSAL AND I'M REALLY ONLY TAKING THIS OPPORTUNITY TO THANK THE TOWNSHIP TRUSTEES AND THEIR COUNSEL FOR ALL THE HARD WORK THAT THEY PUT IN TO MATCH THE HARD WORK THAT OUR STAFF HAS PUT IN TO MAKE THIS A WIN-WIN AGREEMENT. IN MY OPINION THIS REALLY IS BEST FOR THE COMMUNITY AND THAT'S ALL I WANTED TO MAKE SURE THAT WE SAID ON THE RECORD TODAY, SO THANK YOU.

MR. SCHULTZ: OKAY. ARE THERE ANY OTHER CLARIFICATION OR QUESTIONS AT THIS POINT? OKAY. JOHN.

MR. WERNER: ONE THING I WANTED TO CLEAR UP, AT LEAST IT BECAME A QUESTION IN MY MIND WHEN I WAS LISTENING TO THE PRESENTATION. WHEN I BELIEVE DON WAS EXPLAINING THE METHOD BY WHICH FUTURE ANNEXATIONS WOULD BE GOVERNED INTO THE CITY OF POWELL; DON, CORRECT ME IF I'M WRONG, 100 PERCENT OWNER ONLY REFERRED TO ANNEXATIONS OFF OF THE YELLOW AREA, THE ANNEXATIONS OFF OF THE EXISTING BOARDERS WOULD BASICALLY BE GOVERNED UNDER WHATEVER ANNEXATION LAWS WERE IN EFFECT AT THE TIME; IS THAT

CORRECT?

MR. BROSIUS: NO.

MR. WERNER: NO?

MR. BROSIUS: NO. LET ME CLARIFY. THE WAY THE AGREEMENT IS WRITTEN, THERE ARE THE ANNEXATION OF THE AREA IN YELLOW, MAYBE I MISUNDERSTOOD THE QUESTION. THE ANNEXATION OF THE AREA IN YELLOW IS DIFFERENT, THAT'S RIGHT, THAT'S RIGHT. IT IS COVERED UNDER THE AGREEMENT AS THE GOLF VILLAGE ANNEXATION THAT IF THE AGREEMENT IS SIGNED, WE CONSENT. ANYTHING IN THE GREEN AREA IS EXPEDITE PROCEDURE NUMBER 2 WHICH FOLLOWS THE NEW ANNEXATION LAW ANYTHING IN THE GREEN AREA –

MR. WERNER: EVEN OFF OF THE EXISTING –

MR. BROSIUS: EVEN OFF – EVERYTHING.

MR. WERNER: OKAY. I DID NOT UNDERSTAND THAT.

MR. BROSIUS: AND THEN AFTER – ASSUMING THE TRUSTEES DO NOT CONSENT TO ANNEXATIONS LET'S SAY AFTER 15-YEARS, ANNEXATIONS THEN NORTH OF HOME ROAD WILL ALSO FALL UNDER EXPEDITE PROCEDURE NUMBER 2.

MR. WERNER: I KNOW WE REFERRED TO THE MAP LATE, I WANTED TO GET THAT CLEAR IN MY MIND. I'M GLAD WE WERE ABLE TO CLEAR THAT UP.

WITH THAT, FROM THE TOWNSHIP SIDE, I THINK MOST OF THEM PROBABLY READ THE NEWSPAPERS IN THE PAST AND KNOW THE TOWNSHIP'S POSITION ON THIS AGREEMENT. WE THINK UNDER THE CIRCUMSTANCES THAT WAS PRESENTED TO US AND THE FACT THAT THE

CITY COUNCIL AND MEMBERS OF THE CITY AND THE DEVELOPERS GOT TOGETHER AND AGREED TO THE ANNEXATION OF THE AREA, WE FELT AT THAT TIME THAT IT WAS IN THE BEST INTEREST OF THE TOWNSHIP TO ENTER INTO AGREEMENT TO TRY AND GET SOME SAFE GUARDS BUILT INTO THE AREA SURROUNDING GOLF VILLAGE AND SO THAT WAS OUR CONSIDERATION FOR GOING INTO THE AGREEMENT.

I THINK IT'S SAFE TO SAY, AND I'LL LET BOB SPEAK FOR HIMSELF, THAT FROM THE TOWNSHIP'S SIDE, WE WISH THAT NONE OF THIS EVER HAPPENED, BUT GIVEN THE FACT THAT IT DID, WE FELT THAT IT WAS IN THE BEST INTEREST OF THE TOWNSHIP AND STILL FEEL THAT WAY TO ENTER INTO THIS AGREEMENT AT THIS TIME. I DON'T KNOW, BOB, DO YOU HAVE ANYTHING WHAT YOU HAVE TO ADD? OKAY.

WITH THAT, I THINK THAT CONCLUDES LEGISLATURE COMMENTS. AT THIS TIME, WE'LL GO INTO PUBLIC COMMENTS AND IF YOU WOULD RAISE YOUR HAND. HOPEFULLY, YOU'VE ALREADY FILLED OUT THE SPEAKER'S SLIP AND YOU CAN HAND THE SPEAKER SLIP TO SOMEONE AT THE PODIUM AND THEY'LL GIVE IT TO THE COURT RECORDER SO WE CAN GET YOUR NAME AND ADDRESS. WHO WOULD LIKE TO BE FIRST TO COMMENT ON THE AGREEMENT OR ASK ANY FURTHER QUESTIONS OF ANY OF US AT THE TABLE OR ANY OF OUR STAFF OUT THERE? MR. SCHUETTE.

MR. JOHN SCHUETTE: I BROUGHT MY WIFE WITH ME TONIGHT. YOU PEOPLE DON'T REALIZE WHAT A BRAVE PERSON SHE IS TO FOLLOW ME IN HERE.

FIRST, I WOULD LIKE TO PROTEST THE IDEA OF ONLY GIVING THE CITIZENS THREE MINUTES A PIECE TO COMMENT ON THIS THING. ALL THE

VOLUMES AND THE IMPORTANCE OF THIS THING, THAT DOESN'T SIT. BUT LET'S GO DOWN THESE, I'VE ONLY GOT THREE MINUTES THE FIRST TIME; HOPEFULLY, I CAN GET UP AGAIN LATER.

I WAS TOLD AT THE BEGINNING OF THE MEETING PARAGRAPH NUMBER 5 CLAIMS THAT YOU WANT TO BE ECONOMICAL WHEN POWELL IN THE PAST WANTED TO EXCLUDE COMMERCIAL AREA FOR THE BEDROOM COMMUNITY. IN FACT, THEY HAVE MADE ALL KINDS OF FUN OF LIBERTY TOWNSHIP FOR SAWMILL PARKWAY, WHAT A TERRIBLE THING THIS IS OVER THERE.

PARAGRAPH 8, YOU DON'T GET MUCH PERSONAL TAX FROM RESIDENTIAL COMMUNITIES, YOU JUST GET FAMILIES WHICH WILL PUT MORE CHILDREN INTO OUR COMMUNITY. WHENEVER YOU CAN GET A HIGHER TAX BASE WITHOUT CHILDREN WHICH COMMERCIAL WILL BRING YOU, YOU HAVE A WIN-WIN SITUATION.

PAGE 6, PAGE 7 THE CITY WILL ISSUE BONDS IN AN AMOUNT OF EXCESS OF 20 MILLION DOLLARS. THIS IS NOTHING BUT THE CITY MORTGAGING THEIR FUTURE WITH AN UNPRECEDENTED DECISION WITHOUT A VOTE OF THE PEOPLE.

ARTICLE 4, PAGE 10, PAGE 11, ARTICLE 4 ANNEXATION MORATORIUM NORTH OF HOME ROAD. WITHIN TEN YEARS OR LESS THE TOWNSHIP TRUSTEES COULD ALL THREE BE RESIDENTS OF THE CITY OF POWELL. THEY COULD THEN THROW OUT THE ENTIRE AGREEMENT AND THE TOWNSHIP PEOPLE WOULD BE UP A CREEK WITH NO REPRESENTATION.

ARTICLE 6, SECTION 3 DOES NOT CAST IN STONE THE SPEED LIMIT ON SAWMILL PARKWAY. I THINK TO PROCEED TO THIS SECTION OF PARKWAY

AND POWELL WILL HAVE A REDUCED SPEED LIMIT AND BACK A SOPHISTICATED SPEED TRAP WHICH EXISTS IN NEW ROME.

ARTICLE 7. IF THE CITY OF POWELL SUCCEEDS IN GETTING JUST TWO OF THEIR RESIDENTS ELECTED TO THE BOARD OF TRUSTEES THEN ALL OF THIS IS MOOT AND IRRELEVANT. POWELL STARTED THIS EVOLUTION AT WHAT WE SEE HAPPENING HERE TONIGHT 20 YEARS AGO WHEN THEY WENT ON A CRUSADE TO ELECT TRUSTEES WHO WOULD BE FRIENDLY TO POWELL. AND IF I DO HAVE THE PRIVILEGE OF COMING BACK LATER WELL, I HAVE A SUMMATION THAT I WOULD LIKE TO MAKE.

MR. WERNER: WHY DON'T YOU CONTINUE, JOHN?

MR. JOHN SCHUETTE: WELL, THANK YOU. THIS AGREEMENT IS GREATLY UNBALANCED AND FAVORS THE CITY OF POWELL. ONE OF THE COUNCILMAN SAID IT'S A WIN-WIN AGREEMENT, IT'S NOT A WIN FOR LIBERTY TOWNSHIP. THE ONLY WAY TO BE FULLY BALANCED BETWEEN THE TWO ENTITIES WOULD BE TO INCLUDE IN THIS AGREEMENT THAT COUNCIL MEMBERS BE DISCONTINUED AND THE TRUSTEES ARE VOTED AWAY. POWELL RESIDENTS CAN VOTE TRUSTEES BUT TOWNSHIP RESIDENTS CANNOT VOTE FOR CITY COUNCIL. UNLESS THIS CAN BE RESOLVED, IT'S NOT IN THE BEST INTEREST OF THE RESIDENTS OF LIBERTY TOWNSHIP LIVING OUTSIDE THE CITY OF POWELL. IT MAY NOT BE ABLE TO BUT IT SHOULD BE ATTEMPTED WHATEVER THE COST. YOU NEVER KNOW WHAT YOU CAN ACCOMPLISH UNLESS YOU TRY.

DO OUR THREE TRUSTEES WANT TO GO DOWN IN HISTORY TO GO TO CITY OF POWELL WHICH MAKE LAND GRABS LIKE THIS THAT WE ARE NOW WITNESSING POSSIBLY YOU FELLOWS SAT BACK AND LISTENED TO A WHOLE

GROUP OF PEOPLE WHO MEANT WELL BUT HAD NO FORESIGHT WHICH WE ARE JUST BEGINNING TO WITNESS. BY YOUR LACK OF LEADERSHIP AND YOUR NAIVETY, YOU ARE GIVING OUR BEAUTIFUL TOWNSHIP AWAY WITHOUT TRYING TO SAVE IT. GOD HELP US ALL.

MR. WERNER: WHO WOULD LIKE TO BE NEXT? KAY, PLEASE.

MS. KAY BARRY: I WASN'T GOING TO SAY ANYTHING BECAUSE MOST OF YOU KNOW WHAT I WANT TO SAY. KAY BARRY, I'M FROM CARRIAGE ROAD. IN ABOUT FOUR MONTHS, I'M GOING TO BE MOVING FROM THE GREEN THAT I LOVE INTO THE YELLOW. WE BOUGHT A PLACE, IT IS CONNECTED WITH GOLF VILLAGE AND WHEN WE BOUGHT, THE NEXT DAY, THIS ALL CAME OUT THAT THE PEOPLE WHO ARE MOVING IN THERE ARE GOING TO BE ASSESSED FOR THE SAWMILL PARKWAY.

WELL, I KNOW FROM WHEN THIS WAY BACK WHEN THE SAWMILL PARKWAY STARTED, THE DEVELOPER ALWAYS PAID FOR THE ASSESSMENTS FOR THE PARKWAY. NOW ALL OF A SUDDEN WE LEAVE THE DEVELOPER OFF THE HOOK SO WE CAN GO OUT AND USE HIS MONEY TO BUY MORE PROPERTY AND PUT IN MORE HIGH DENSITY WHEN WE CAN'T KEEP UP WITH THE SCHOOLS NOW. AND THE PEOPLE THAT ARE MOVING IN ARE GOING TO ASSUME THE RESPONSIBILITY OF THE BOND AND MOST OF US ARE GOING TO BE RETIRED PEOPLE. WE'RE MOVING THERE IN THE FIRST PLACE BECAUSE WE WANT TO CUT DOWN A LITTLE BIT.

I RESENT THE FACT THAT WE LEAVE THE DEVELOPER OFF THE HOOK IN THIS ONE INSTANCE WHEN IT'S NEVER BEEN DONE BEFORE AND I DON'T UNDERSTAND WHY, WHY WE DO THAT. AND I WONDERED IS IT GOING TO

CONTINUE FROM NOW ON THE SAME WAY ALL THE WAY DOWN TO WHEN THEY ADD ON TO THE SAWMILL PARKWAY?

MR. DUGGER: DO YOU WANT ME TO ANSWER THAT? OKAY. SHALL I GO TO THE MICROPHONE OR CAN YOU ALL HEAR ME BECAUSE I CAN ANSWER YOUR QUESTION. THE DEVELOPER ISSUED A SET OF BONDS THROUGH THE LIBERTY INFRASTRUCTURE FINANCE AUTHORITY WHICH WAS GOING TO COLLECT AN ASSESSMENT AGAINST THE PROPERTY WHETHER IT WAS IN POWELL OR NOT.

MS. KAY BARRY: OH, I KNOW, WE GET IT EITHER WAY.

MR. DUGGER: SO THE AMOUNT OF THAT ASSESSMENT, THE AMOUNT OF THAT ADDITIONAL MILEAGE WAS DETERMINED A LONG TIME BEFORE POWELL EVER GOT INVOLVED. SO YOU ARE PAYING OR YOU AND ANY OF THE OTHER HOME OWNERS IN GOLF VILLAGE WOULD BE PAYING THAT MILEAGE. THAT MILEAGE WILL STAY THE SAME AND IT MAY ACTUALLY BE LESS BECAUSE OF POWELL'S INVOLVEMENT IN THIS PROCESS, BUT YOU WOULD BE PAYING THE SAME MILEAGE RATE OVER EVENTUALLY THE SAME PERIOD OF TIME OF WHETHER THIS AGREEMENT EVER OCCURRED OR NOT, SO POWELL ISN'T ASSESSING YOU ADDITIONAL MONIES. THESE MONIES WERE COMMITTED BY THE DEVELOPER AS A MEANS OF RETIRING THE EXTRAORDINARY COST OF GOLF VILLAGE.

MS. KAY BARRY: I JUST RESENT HIM BEING LEFT OFF THE HOOK AND PASSING IT OFF TO ALL OF US.

MR. DUGGER: WELL, YOU COULD HAVE CHOSE NOT TO BUY IN THERE.

MS. KAY BARRY: WE FOUND OUT THE DAY AFTER.

MR. DUGGER: AND NUMBER TWO, THE DEVELOPER HAS A SIGNIFICANT FINANCIAL RESPONSIBILITY THAT WILL CONTINUE IN THAT ABOUT 6 AND A HALF, 7 MILLION DOLLARS AND THEY'VE UNDERTAKEN THEMSELVES. SO THEY ARE SIGNIFICANT FUNDS THAT THE DEVELOPER HAS EXTENDED AS A PART OF THIS.

MS. KAY BARRY: I KNOW EPCON (PHONETIC) WAS DRAGGING THEIR FEET. THEY REALLY DIDN'T SIGN IN IN THE BEGINNING AND, OF COURSE, THEY WERE DRAGGED IN BECAUSE OF GOLF VILLAGE HAD SIGNED OFF OF IT AND I KNOW IT WAS ALL SETTLED ABOUT TWO YEARS AGO. SO THAT'S ALL I WANT TO COMPLAIN ABOUT.

MR. WERNER: THANK YOU, KAY. WHO WOULD LIKE TO BE NEXT? NO ONE? THINK ABOUT IT AND I'LL GIVE YOU PLENTY OF TIME. THERE'S A LOT OF PEOPLE OUT THERE. OKAY. I GUESS SEEING NO FURTHER PARTICIPANTS COME FORWARD, I THINK WE CAN DECLARE THE PUBLIC COMMENT SESSION CLOSED AND I GUESS WE CAN MOVE ON TO THE CONCLUSION.

KAY, I MIGHT ELABORATE A LITTLE BIT ON YOUR QUESTION AND THE HISTORY OF THE ASSESSMENT DISTRICT AND, AGAIN, YOU HAVE TO WONDER LOOKING BACK WHETHER THIS IS SOMETHING THAT JUST NATURALLY EVOLVED OR WHETHER THIS WAS PLANNED BY SOMEONE WAY BACK IN THE BEGINNING. ORIGINALLY GOLF VILLAGE WAS PLANNED TO HAVE PARTIAL SEWER CAPACITY BASED ON WHAT WAS AVAILABLE IN THE AREA AND ALSO WAS GOING TO HAVE AN ONSITE TREATMENT FACILITY TO TREAT THE REMAINING FLUENT.

THE FIRST THING THAT THE TOWNSHIP WAS MADE AWARE OF IS THAT

THEY RAN ACROSS THE STATE LAW THAT INDICATED THAT IF AN ONSITE TREATMENT FACILITY WAS TO BE BUILT WITHIN A CERTAIN DISTANCE OF AN EXISTING CITY, AND I BELIEVE AT THAT TIME POWELL WAS NOT DECLARED CITY STATUS YET, THEY WERE STILL TECHNICALLY A VILLAGE, THEY HAD TO HAVE APPROVAL FROM THE TWO LARGEST CITIES CLOSEST TO THE JURISDICTION. AND I'M NOT EXACTLY SURE I'VE GOT THIS A 100 PERCENT RIGHT BUT IT'S WHAT WAS IN MY MEMORY THAT INCLUDED THE CITY OF COLUMBUS AND THE CITY OF DELAWARE. I GUESS I'M NOT SURE WHAT DELAWARE TOLD THEM BUT THE CITY OF COLUMBUS TOLD THEM THAT THEY WOULD NOT APPROVE AN ONSITE TREATMENT SYSTEM. SO AT THAT TIME THE DEVELOPER HAD TO PAY TO EXPAND THE DELAWARE COUNTY SEWAGE SYSTEM TO PROVIDE SEWAGE CAPACITY FOR THE ENTIRE GOLF VILLAGE AND THAT PROVED TO BE SOMEWHAT EXPENSIVE. THAT LEAD TO THE NOTORIOUS JEWETT ROAD MAIN THAT MANY OF YOU READ ABOUT THAT WAS A RESULT OF THE EXPANSION FOR GOLF VILLAGE. I REMEMBER THE DEVELOPER ALSO WAS MADE AWARE THAT THE COUNTY ENGINEERS WERE GOING TO INQUIRE SAWMILL PARKWAY TO PUT IN FOUR LANES ALL THE WAY TO HOME ROAD. THEY FELT THAT THERE WAS AN EXCESSIVE USE THERE.

TO MAKE A LONG STORY SHORT, THAT'S WHEN THIS COMMUNITY BOND AUTHORITY OR WHATEVER IT'S CALLED WAS CREATED AND IT WAS CREATED BASED ON APPROVAL FROM BOTH THE LIBERTY TOWNSHIP TRUSTEES AND DELAWARE COUNTY COMMISSIONERS. IN FACT, THE DELAWARE COUNTY COMMISSIONERS WAS THE MAIN APPROVING AUTHORITY THAT ACTUALLY SET UP THE STRUCTURE AND APPOINTED THE

REPRESENTATIVES AND WHAT HAVE YOU. SO THAT REALLY IS SOMETHING THAT THE WAY WE LOOKED AT IT EVOLVED BUT YOU HAVE TO WONDER BUT THAT WAS WHY THAT WAS CREATED AND HAD REALLY NOTHING TO DO WITH THE ANNEXATION. THE GOLF VILLAGE AND THE ANNEXATION AGREEMENT TO MY UNDERSTANDING WAS GOING TO RELIEVE THE DEVELOPER OF HIS OBLIGATION UNDER THAT AGREEMENT AND REPLACE IT WITH MUNICIPAL BONDS AND LIKE I SAY, I MAY NOT HAVE THAT A 100 PERCENT OR ANYTHING. IF ANYONE WANTS TO CORRECT OR ADD TO THAT, FEEL FREE TO JOIN THEN. KAY, DO YOU HAVE A FOLLOW-UP QUESTION?

MS. KAY BARRY: WHAT ABOUT AFTER IT PAVES ON HOME ROAD AND GOES DOWN FURTHER, ARE THOSE PEOPLE, THE INDIVIDUALS THAT MOVE INTO THOSE DEVELOPMENTS, ARE THEY GOING TO BE ASSESSED TOO OR IS IT JUST THESE TWO LITTLE GROUPS?

MR. WERNER: MY UNDERSTANDING AND THIS IS WHY I WAS ASKING FOR CLARIFICATION ON THE ANNEXATION OFF OF GOLF VILLAGE IS THAT ANY LAND THAT ANNEXES OFF THE BOUNDARIES OF GOLF VILLAGE WILL BE INCLUDED I BELIEVE IN THIS TERRITORY THAT WILL HELP.

MR. DUGGER: YEAH. THERE IS ACTUALLY A PROCESS THAT WE HAVE TO GO THROUGH WITH THE LIBERTY FINANCE STRUCTURE TO ENLARGE IT BUT THEY WOULD WANT TO DO SO BECAUSE THAT WOULD ENLARGE THE PROPERTY THAT WOULD BE PAYING TO RETIRE THE SAME AMOUNT OF DEBT. SO THE AGREEMENT BETWEEN POWELL AND THE LIBERTY INFRASTRUCTURE FINANCE AUTHORITY DOES NOT SPECIFICALLY REQUIRE OR OBLIGATE THAT BUT CLEARLY IN THE ANNEXATION PROCESS, THEY WILL BE CONSULTED AND THEY WOULD BE MOTIVATED TO WANT TO

MAKE, TO WANT TO MAKE THAT PROPERTY A PART OF THE INFRASTRUCTURE FINANCE AUTHORITY SO THAT THE, SO THAT THE DEBT COULD BE RETIRED SOONER JUST BECAUSE THERE WOULD BE MORE PROPERTIES, MORE HOUSES, MORE TAXES PAYING TOWARDS IT.

MR. WERNER: DOES THAT ANSWER YOUR QUESTION, KAY? MA'AM, WOULD WANT TO COME UP TO THE PODIUM, WHY DON'T YOU COME ON UP? CAN YOU STATE YOUR NAME AND ADDRESS FOR THE RECORD, PLEASE?

MS. NORMA LYNN: NORMA LYNN, I LIVE ON HOME ROAD. WHY DID THE TRUSTEES APPROVE IN THE PROPOSAL LETTER OF INTENT 15 ACRES SOUTHWEST OF SAWMILL PARKWAY FOR RETAIL/INDUSTRIAL?

MR. WERNER: 15 ACRES SOUTHWEST OF?

MS. NORMA LYNN: HOME ROAD.

MR. SCHULTZ: YOUR QUESTION IS WHAT PART OF IT IS INDUSTRIAL AND WHY?

MS. NORMA LYNN: YES.

MR. WERNER: DON.

MR. CAPE: ACROSS FROM THE HIGH SCHOOL?

MS. NORMA LYNN: YES, YES. YOU HAVE ACREAGE ALONG THE RAILROAD SOUTHEAST.

MR. CAPE: ARE YOU TALKING SOUTHEAST OR SOUTHWEST?

MS. NORMA LYNN: SOUTHWEST.

MR. CAPE: SOUTHWEST OF HOME ROAD, THAT'S THE SOUTHWEST?

MS. NORMA LYNN: CORRECT, CORRECT.

MR. CAPE: REMEMBER WE WENT THROUGH AN ADMINISTRATIVE REVIEW?

MR. DUGGER: IT'S ONE YOU'VE ALREADY DEALT WITH.

MR. CAPE: WE DEALT WITH THE NORTHWESTERN.

MR. WERNER: I THINK SHE'S REFERRING TO THE PROPERTY WEST OF SAWMILL SOUTH.

MR. DUGGER: CORRECT, THAT PROPERTY WAS ORIGINALLY ZONED AS A PART OF THE GOLF VILLAGE P.U.D., THE LARGE TOWNSHIP ZONING AS OFFICE, COMMERCIAL AS A POWER LINE RUNNING THROUGH IT. AS WE WERE NEGOTIATING THIS AGREEMENT, ONE OF THE THINGS THAT THE TOWNSHIP SAID WAS WE WANT TO FIX THE ZONING FOREVER AS IT IS NOW AND NOT HAVE IT GET CHANGED ONCE IT CAME INTO THE CITY. I SAID FINE. THE DEVELOPER SAID NOW WAIT A MINUTE, THERE'S A LITTLE BIT OF DEBATING, ONE OF THOSE IS AT THE SOUTHWEST OF HOME ROAD AND SAWMILL PARKWAY. I HAVE A 15-ACRE PIECE, IT WAS ZONED AS OFFICE AND BECAUSE OF THIS POWER LINE I THINK IT MAY BE DIFFICULT TO USE IT AS OFFICE AND I MAY WANT TO REZONE THAT FOR RETAIL USE.

SO THE DOCUMENT, THE ORIGINAL LETTER OF INTENT ALLOWED THAT TO OCCUR AS ONE OF THE CHANGES THAT COULD BE MADE BUT IT REQUIRED INPUT FROM THE TOWNSHIP. IT ALSO REQUIRED INPUT FROM THE CITY. THE DEVELOPER BETWEEN THE TIME OF THE LETTER OF INTENT AND TODAY HAS GONE TO THE TOWNSHIP AND ASKED FOR AN ADMINISTRATIVE CHANGE TO MAKE THAT CHANGE OCCUR. THE TOWNSHIP HAS SAID NO AND WHEN THE PROPERTY COMES IN TO THE CITY, IT WILL COME IN AS OFFICE

ZONING DESIGNATION WHICH THE CITY CANNOT CHANGE. IT WILL BE OFFICE AND THE DEVELOPER HAS CHANGED HIS MIND AND THAT IS ACCEPTABLE TO THEM.

MR. WERNER: THANK YOU, GLEN.

MR. DUGGER: IS THAT A FAIR REPRESENTATION?

MR. WERNER: I THOUGHT I WAS JUST CONFUSING THE ZONING PROPERTIES.

MR. DUGGER: RIGHT. I THINK WE GOT THROWN OFF, THERE IS AN INDUSTRIAL PART OF GOLF VILLAGE. EVEN BEFORE GOLF VILLAGE ACREAGE WAS ASSEMBLED, THERE WAS ON THE SOUTH SIDE OF HOME ROAD ALONG THE RAILROAD TRACK THAT WAS INCORPORATED INTO THE GOLF VILLAGE P.U.D. AND THAT PART REMAINS INDUSTRIAL. HOWEVER, ONE OF THE, ONE OF THE PARTS THAT THE DEVELOPER COULD CHANGE IN THE FUTURE SHOULD THEY WANT TO DO SO IS TO REZONE THAT INDUSTRIAL TO MORE OF A RETAIL/COMMERCIAL. THE THOUGHT BEING THAT INDUSTRIAL ADJACENT TO HOME ROAD MAY NOT BE AS APPROPRIATE AS SOME TYPE OF NEIGHBORHOOD SERVICE-TYPE RETAIL.

MS. NORMA LYNN: ONE OF THE CONSIDERATIONS WHEN THE GOLF VILLAGE WAS FIRST PROPOSED TO THE TRUSTEES AND TO THE RESIDENTS WAS INDUSTRIAL OR RETAIL WOULD BE NEAR THE RAILROAD AND THAT WAS IT. AND THE REST OF IT THERE WOULD BE NOTHING AND WE WERE ASSURED OF THAT, PROMISED THAT ALMOST AND HERE NOW SOUTHWEST OF SAWMILL PARKWAY WE'RE TALKING ABOUT RETAIL.

MR. DUGGER: NO, MA'AM, I'M SORRY, OFFICE.

MS. NORMA LYNN: WHATEVER, IT'S COMMERCIAL.

MR. WERNER: AND WHAT'S COMMERCIAL IS PART OF THE ORIGINAL REZONING IN GOLF VILLAGE WHEN THAT WENT THROUGH THE MIDDLE. THE AREA I BELIEVE YOU'RE REFERRING TO WAS ZONED OFFICE/COMMERCIAL AND THAT, IN FACT, IS THE WAY IT STILL IS TODAY, NOTHING HAS CHANGED THERE.

MR. DUGGER: THAT'S CORRECT.

MR. WERNER: THANK YOU. WE'RE IN THE CONCLUSION COMMENTS. BOB, DID YOU HAVE ANYTHING TO SAY?

MR. CAPE: AS MOST OF YOU KNOW, I'VE BEEN A TOWNSHIP TRUSTEE FOR A NUMBER OF YEARS. THIS IS CERTAINLY ONE OF THE BIGGEST AND MOST EMOTIONALLY CHARGED ISSUES THAT I'VE HAD TO DEAL WITH, BOTH AS A TRUSTEE AND AS A 30 PLUS YEAR RESIDENT OF LIBERTY TOWNSHIP.

FRANKLY, IF THE CITY DIDN'T WANT TO TALK TO THE TOWNSHIP ABOUT THIS ISSUE, WE WOULD NOT BE SITTING HERE TONIGHT. AS YOU LOOK AT THE TOWNSHIP'S RECORD IN COURT AND IN THE APPELLATE COURT, WE'VE LOST FIVE TIMES ON MAJOR, IN OPPOSING MAJOR ANNEXATIONS AND SPENT THOUSANDS OF DOLLARS OF TAXPAYER MONEY TO TRY TO PROVE OUR POINT ONLY TO HAVE SOME JUDGE OF NORTHERN MUNICIPALITY TO AGREE WITH THE CITY TRYING TO ANNEX LAND FROM THE TOWNSHIP, WHETHER THAT BE COLUMBUS, NOT COLUMBUS, DELAWARE OR POWELL OR ANYWHERE ELSE. SO WE'RE SITTING HERE BECAUSE THE VILLAGE WAS WILLING TO LISTEN TO OUR PROPOSAL AND I THINK THIS DOES SEVERAL THINGS.

FIRST OF ALL, THE GOLF VILLAGE WILL DEVELOP AS THE TOWNSHIP

RESIDENTS AND MANY CITY RESIDENTS CAME TO THE MEETINGS AND AS OUR MASTER PLAN SO DESIRES FOR THIS AREA TO BE DEVELOPED. BESIDES PRESERVING ZONING, QUITE FRANKLY, IT PRESERVES ANNEXATION FOR THE TOWNSHIP. YOU'RE GOING TO SAY WELL, YOU'RE GETTING INSIDE THE VILLAGE AND NOT VERY DAMN MUCH MONEY, BUT WHEN YOU ADD THE MILEAGE TO THE GENERAL FUND AND GENERAL FUND IS USED FOR OUR ZONING AND OUR ROAD OPERATIONS AND OUR PARKING IT IS MONEY THAT WILL BE SPENT IN A VERY ORGANIZED AND GOOD FASHION FOR ALL CITIZENS OF LIBERTY TOWNSHIP.

I ALSO THINK THAT THIS IS A GOOD AGREEMENT BECAUSE IT SPECIFIES THE PROCEDURES IN SENATE BILL 5. ALL OF THIS IS ALLOWED BY THE OHIO REVISED CODE AND IS LEGAL IN THE STATE OF OHIO. GRANTED, I DON'T LIKE IT THAT THE DEVELOPER DECIDED TO EXERCISE HIS OPTION BUT IT IS THE SOUND BUSINESS DECISION FOR HIM AND I'M IN HOPES AS THIS DEVELOPS THAT WE WILL BE, YOU KNOW, PROUD TO SAY THAT AS WE SEE THE HOMES COME UP AND THE BUSINESSES DEVELOP THAT WE HAD AN ACTIVE PART IN IT AND IT WAS A COOPERATIVE EFFORT BETWEEN THE TOWNSHIP AND THE CITY OF POWELL. THAT'S ALL I WISH TO SAY. DOES THE CLERK WISH TO SAY ANYTHING?

MS. RUSH: (SHAKING).

MR. SCHULTZ: I'D LIKE TO ALSO ADD JUST A FEW COMMENTS. FIRST, ECHOING RICHARD'S COMMENTS, I'D LIKE TO THANK MANY PEOPLE WHO CONTRIBUTED TO THIS AGREEMENT AND BEEN PART OF THE PROCESS OVER THE PAST SEVERAL MONTHS. I BELIEVE THAT EVERYONE HAS PARTICIPATED IN A GENUINE, HONEST AND CONSTRUCTIVE

MANNER. CERTAINLY THIS AGREEMENT HAS GROWN IN DETAIL FROM THE ORIGINAL LETTER UNDERSTANDING BUT I BELIEVE IT STILL HOLDS TERMS THAT WERE ORIGINALLY RATIFIED BY BOTH PARTIES.

AS WE HEARD TONIGHT, I THINK IT'S HUMAN NATURE TO TRY TO LOOK AT THIS AGREEMENT IN TERMS OF WINNERS AND LOSERS. BUT AS A PERSON WHO'S BEEN CLOSE TO THIS, I FIRMLY BELIEVE THERE ARE NO LOSERS WITH THIS AGREEMENT, ONLY WINNERS. THIS AGREEMENT PROVIDES BOTH SIDES WHAT WAS MOST IMPORTANT EACH. THERE ARE NO HIDDEN CLAUSES AND NO SCENARIOS THAT HAVEN'T BEEN CONSIDERED NUMEROUS WAYS BY BOTH GROUPS.

I BELIEVE WHAT THIS AGREEMENT IS REALLY ALL ABOUT IS PUTTING DOWN IN WRITING THE COMMITMENT BETWEEN THE CITY AND TOWNSHIP THAT MOST OF OUR RESIDENTS HAVE ALREADY LONG FELT. IT'S A LONG TERM COMMITMENT TO EACH OTHER. IT REINFORCES THE FACT THAT WE'RE PERMANENT NEIGHBORS AND WHATEVER HAPPENS IN THE CITY OR THE TOWNSHIP AFFECTS EACH OTHER. I BELIEVE WE BOTH SHARE IN THE SUCCESS AND FAILURES OF EACH OTHER. NEITHER SIDE IS NEITHER ALWAYS RIGHT OR ALWAYS WRONG. WE BOTH SHARE IN COMMON OPPORTUNITIES AND AT THE SAME TIME COMMON THREATS. I THINK THIS AGREEMENT IS A GOOD ONE AND I THINK IT TURNS THE PAGE ON PAST DIFFERENCES AND LOOKS TOWARD LAYING GROUND WORK FOR FUTURE COOPERATION.

OPPORTUNITIES EXIST BETWEEN JOINT ZONING COMBINED SERVICES AND PARK AND RECREATION ACTIVITIES. THE GOLF VILLAGE DEVELOPMENT ITSELF IS AN EXAMPLE HOW THE TWO GROUPS WORKING TOGETHER THROUGH THE JOINT NORTHWESTERN AREA PLAN CREATED

SOMETHING WHICH IS BETTER THAN EITHER ALONE WOULD HAVE DONE. SIMILAR OPPORTUNITIES EXIST IN MANY OTHER AREAS WHEREBY WORKING TOGETHER WE CAN BETTER SERVE THE ENTIRE REGION.

SO IN CONCLUSION I BELIEVE WHAT WE CREATED IN THE CEDA WILL EVENTUALLY BECOME RECOGNIZED IN A LAND MARKET AGREEMENT AND PEOPLE WILL LOOK BACK AT HOW A CITY AND TOWNSHIP CAN OVERCOME THEIR DIFFERENCES AND WORK TOGETHER.

MR. KAITSA: THANK YOU, ART. I'M GEORGE KAITSA. I'M A MEMBER OF THE POWELL CITY COUNCIL. I HAVE SUPPORTED THIS ANNEXATION FROM THE BEGINNING. I THINK IT MADE SENSE FOR BOTH THE CITY AND THE TOWNSHIP. HOWEVER, I DID NOT SUPPORT THE LETTER OF INTENT AND, IRONICALLY, BECAUSE I FELT THAT IT IMPOSED BURDENS ON THE CITY OF POWELL THAT I DID NOT FEEL I COULD SUPPORT.

I RECOGNIZE THE AMOUNT OF COOPERATIVE EFFORT THAT HAS GONE INTO DEVELOPING THIS COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT. I THINK IT HAS AND I GUESS I HAVE REACHED A POINT WHERE I COULD SUPPORT THIS AGREEMENT. HOWEVER, THERE ARE TWO, TWO ITEMS WHICH I FIND TROUBLING WITHIN THE AGREEMENT AND I THINK WOULD NEED TO BE CHANGED BEFORE I COULD VOTE IN FAVOR OF THE AGREEMENT. I'VE DISCUSSED THIS WITH THE ATTORNEYS BUT I ALSO WANT TO BRING IT FORWARD FOR THE PUBLIC RECORD.

THE FIRST IS LANGUAGE THAT APPEARS ON PAGE 3, SECTION 5 DIVISION OF ANNEXED PROPERTY AND THE CONCERN THAT I HAVE THERE IS THAT THIS LANGUAGE IN THE AGREEMENT IMPOSES AN OBLIGATION AND CONCEIVABLY A FINANCIAL OBLIGATION ON THE CITY OF POWELL BY

DRAWING IT INTO A DISPUTE IN WHICH THE POWELL OR THE CITY OF POWELL IS NOT A PARTY. AND I THINK THAT LANGUAGE NEEDS TO BE MODIFIED AND I'VE OFFERED A SUGGESTION TO THE ATTORNEYS THAT WOULD SIMPLY INDICATE THAT THE CITY AT ITS DISCRETION WOULD ASSIST THE TOWNSHIP IN ITS EFFORTS AND I THINK THAT'S IMPORTANT SO THAT THE CITY CAN CONTROL ITS OWN DESTINY, JUST LIKE THE TOWNSHIP WANTS TO CONTROL ITS OWN DESTINY AND WE SHOULD HAVE THE ABILITY TO DO THAT.

THE OTHER IMPORTANT ITEM RELATES TO THE ISSUANCE THAT WE DISCUSSED BEFORE AND THAT WAS THE SUBJECT OF THE 20 MILLION DOLLARS IN BONDS AND MY FEELING THERE IS THAT THAT REALLY IS NOT APPROPRIATE IN THIS AGREEMENT AND THAT THE LANGUAGE SHOULD BE MODIFIED TO READ SOMETHING LIKE EVIDENCE OF INDEBTEDNESS TO BE DETERMINED BY THE CITY AND FOR THE PURPOSE OF REPURCHASING THE EXISTING BALANCE THAT'S ISSUED BY THE LIBERTY COMMUNITY FINANCING AUTHORITY. SO I REALLY THINK THAT THAT LANGUAGE SHOULD BE MODIFIED TO BE MORE GENERAL. THE FINANCING IS ACTUALLY AN ISSUE THAT IS A MATTER THAT COMES BEFORE THE CITY OF POWELL, THE DEVELOPER AND THE LIBERTY COMMUNITY FINANCING AUTHORITY AND SHOULD NOT BE, SHOULD NOT BE DIRECTLY, THE PARAMETERS OF THAT FINANCING SHOULD NOT BE PART OF THIS AGREEMENT. IF THOSE TWO CHANGES CAN BE MADE, THEN I CAN SUPPORT THIS AGREEMENT. THANK YOU.

MR. CLINE: THANK YOU, GEORGE. IF I MAY, I WOULD LIKE TO ASK GLEN A QUESTION ABOUT MR. KAITSA'S LAST COMMENT. AS

UNDERSTAND THE EXISTING AGREEMENT, IT DOES MAKE A REFERENCE TO APPROXIMATELY 20 MILLION DOLLARS IN INDEBTEDNESS BUT IT WAS MY UNDERSTANDING THAT THE TRUE INDEBTEDNESS MAY, IN FACT, TURN OUT TO BE LESS THAN 20 MILLION. AND WHAT'S YOUR INTERPRETATION OF HOW THAT CLAUSE WOULD APPLY?

MR. DUGGER: WELL, I GUESS AND I DON'T WANT TO SPEAK FOR THE TOWNSHIP, THE TOWNSHIP HAS – I GUESS IN THE FIRST INSTANCE BUT I WILL. THE TOWNSHIP HAS ALWAYS HELD TO THE POSITION THAT THE AMOUNT WAS REALLY NOT TOO EXTREMELY IMPORTANT, WHETHER IT WAS 15 MILLION OR 18 MILLION OR 6 MILLION, WHATEVER THAT NUMBER WAS IT HAD SO MANY ZEROES IN IT THAT IT WAS REAL MONEY BY ANYBODY'S OPINION. THE 20 MERELY REFLECTED THE STATUS AT THAT TIME WITH THE DEVELOPER AND APPROXIMATELY THE AMOUNT OF DOLLARS THAT WOULD BE NECESSARY TO RETIRE THE BOND INDEBTEDNESS OF THE INFRASTRUCTURE AUTHORITY.

NOW WHAT'S HAPPENED WITHIN THE LAST SEVERAL MONTHS HAS BEEN SOME REWORKING OF THAT AND IT CANDIDLY MAY BE BEYOND MY MUNICIPAL FINANCE EXPERTISE BUT IT APPEARS THAT THAT NUMBER MAY END UP BEING SLIGHTLY BELOW 20 MILLION DOLLARS. I THINK, STEVE, THE NUMBER WE WORKED WITH THIS MORNING WAS 18,9, 18 MILLION 9 HUNDRED THOUSAND AND TO THE TOWNSHIP'S CREDIT, THEY HAVE NEVER SAID IF IT ISN'T 20 THEN WE'RE BLOWING THIS DEAL OFF. THEY HAVE ALWAYS SAID TO US PUT THE NUMBER IN THERE THAT IT ENDS UP BEING AND OR APPROXIMATELY WHAT IT'S GOING TO BE AND THAT'S – MR. KAITSA'S SUGGESTION THAT WE JUST NOT REFER NECESSARILY TO A NUMBER IS ALSO

POSSIBLE IN THAT I'M NOT SURE UP UNTIL THE VERY END WE'RE GOING TO KNOW EXACTLY WHAT THAT NUMBER IS. AND IT MAY BE BETTER TO JUST SAY THE AMOUNT OF FUNDS THAT ARE REQUIRED TO RETIRE THE LIBERTY INFRASTRUCTURE FINANCE AUTHORITY BONDS.

WHICH CANDIDLY, EVERY TIME WE MEET WITH BOND COUNCIL AND EVERY TIME WE MEET, WELL, AND THEY RUN THE SCENARIOS A LITTLE BIT DIFFERENTLY, WE END UP WITH A SLIGHTLY DIFFERENT NUMBER. SO MAYBE IT WOULD BE MORE APPROPRIATE TO DESCRIBE IT THAT WAY THEN TO DESCRIBE IT WITH A NUMBER.

MR. CLINE: I GUESS THAT'S THE PURPOSE OF MY QUESTION, WOULD WE ALL BE BETTER SERVED IF WE CLARIFIED THAT LANGUAGE TO SAY IT'S THE ENTIRE AMOUNT NECESSARY TO RETIRE THAT OBLIGATION, BECAUSE THE MARKET COULD GO THE OTHER DIRECTION AND IT COULD BE 22 MILLION INSTEAD OF 18 AND I PROPOSE THAT AS A QUESTION TO MY COLLEAGUES ON THE BOARD OF TRUSTEES TO SEE IF THERE'S A CHANGE OF THAT TYPE OF MODIFICATION.

MR. WERNER: AS LONG AS ALL OF THE INDEBTEDNESS IS RETIRED, WE DON'T CARE WHAT THE NUMBER IS.

MR. DUGGER: THERE'S ACTUALLY TWO SETS OF INDEBTEDNESS THAT IS OUTSTANDING. THERE'S THE COMMUNITY INFRASTRUCTURE BONDS IN THE NEIGHBORHOOD OF 20 MILLION DOLLARS AND ANOTHER 6 MILLION DOLLARS OF DEVELOPER BONDS THAT IS ALSO OUT THERE RIGHT NOW THAT THE FINANCING WITH THE MUNICIPALITY WOULD APPLY TO, ACTUALLY BOTH THE REFINANCING OF BOTH THOSE MECHANISMS SO WE MAY NOT BE FINANCED.

I MEAN THE DEVELOPER STILL CONTINUES TO HAVE ADDITIONAL RISKS GOING FORWARD. I THINK THERE WAS SOME CONCERN THAT THE DEVELOPER IS GETTING OFF SCOTT FREE. THE DEVELOPER HAS ABOUT 6 AND A HALF, 7 MILLION DOLLARS GOING FORWARD OF BONDS THAT THEY WILL ACTUALLY OBTAIN AND OWN THEMSELVES IN THIS PROCESS, BUT TO SAY THAT ALL OF THE BONDS ARE BEING PAID OFF, I'M NOT QUITE SO SURE, MR. CLINE, WHETHER WE CAN SAY THAT DEFINITELY. I'M GOING TO HAVE TO GET THE BOND COUNCIL TO HELP US WITH WHAT COMPONENT.

CLEARLY, THE INFRASTRUCTURE IMPROVEMENT, THE INFRASTRUCTURE FINANCE AUTHORITY BONDS WILL BE PAID OFF. WE'RE NOT SURE IF WE'RE ROLLING OVER THE DEVELOPER BONDS BUT, CLEARLY, WE'RE REPURCHASING AND REFINANCING THE INFRASTRUCTURE FINANCE BOND AND IF WE LEAVE THAT, WE'LL BE OKAY.

MR. CLINE: WHAT I'M HEARING IN PRINCIPAL, AS LONG AS THE CITY DOESN'T CHUCK ITS OBLIGATION TO THAT, THAT THESE BONDS ARE REFINANCED THAT THE TOWNSHIP IS SATISFIED AND THAT WE WANT TO MAKE SURE THAT 100 PERCENT OF THAT GETS REISSUED, WHETHER IT'S THE TOWNSHIP, I'M SORRY, WHETHER IT'S THE CITY ISSUING 100 PERCENT OF THAT OR WHETHER THE DEVELOPER, IN FACT, BUYS BACK A SMALL PORTION IS NOT SO IMPORTANT. BUT WE'RE NOT GOING TO LET ANY OF IT SLIDE IS WHAT I'M HEARING AND IF THAT'S THE AGREEMENT IN PRINCIPAL THAT WE ALL HAVE, I'M HAPPY TO LET THE LAWYERS FIGURE OUT THE RIGHT WAY TO SAY THAT IN LEGALITIES. AM I SAYING IN ENGLISH CLOSE ENOUGH TO WHAT WE WANT?

MR. WERNER: I THINK OUR FEELING IS WHATEVER

INDEBTEDNESS THE COMMUNITY AUTHORITY IS CHARGED WITH THAT AS LONG AS 100 PERCENT OF THAT IS SATISFIED. I THINK THAT WAS OUR CONCERN THAT, THAT OUR CONCERN IN THAT LANGUAGE ORIGINALLY WAS THERE WOULDN'T BE A PORTION OF THAT PULLED OFF AND STILL THE BULK OF IT REMAIN UNDER THE COMMUNITY AUTHORITY THAT WAS SET UP. ORIGINALLY, THAT 100 PERCENT OF THAT DEBT WOULD TRANSFER.

MR. CLINE: IN THAT CASE I THINK AT LEAST AS FAR AS I'M CONCERNED, WE'RE IN 100 PERCENT OF AGREEMENT AS TO WHAT THAT CLAUSE MEANS AND IN A MINUTE I'M GOING TO YIELD BACK TO MR. KAITSA BECAUSE HE WANTS TO MAKE A COMMENT.

I WANTED TO COVER TWO OTHER AREAS. MR. SCHUETTE HAD EXPRESSED A THOUGHT THAT PERHAPS THE CITY COUNCIL OUGHT TO BE ELECTED BY TOWNSHIP RESIDENTS. MR. SCHUETTE, THAT'S ALREADY THE CASE. EVERY SINGLE PERSON WHO VOTES IN THE CITY OF POWELL IS A RESIDENT OF LIBERTY TOWNSHIP.

MR. JOHN SCHUETTE: I CAN'T VOTE FOR YOU.

MR. CLINE: IT MAY NOT BE THAT EVERY LIBERTY TOWNSHIP RESIDENT GETS TO VOTE, BUT EVERY RESIDENT IN THE CITY OF POWELL IS ALSO A RESIDENT OF LIBERTY TOWNSHIP. AND, MISS, ABOUT DENSITY AND I WOULD SIMPLY INDICATE TO YOU THE DENSITY IN THE GOLF VILLAGE DEVELOPMENT HAS NOT CHANGED, WILL NOT CHANGE AND CANNOT CHANGE FROM THE PLAN THAT WAS APPROVED IN THE TOWNSHIP. AND THAT WAS ONE OF THE THINGS THAT YOUR TOWNSHIP TRUSTEES WAS ADAMANT ABOUT NOT CHANGING AS A RESULT OF THIS ANNEXATION AND, FRANKLY, I'VE BEEN IN AGREEMENT WITH THAT PROCESS OF AGREEMENT.

MS. KAY BARRY: I'M NOT CONCERNED ABOUT THAT AGREEMENT. THERE ON THE SIDE OF HOME ROAD, ALL THOSE OPEN FIELDS, THE DENSITY, WE CAN'T KEEP UP WITH THE SCHOOLS NOW. THE RETIRED PEOPLE HAVE JUST ABOUT GIVEN UP AND IF WE CAN CONTROL THE DENSITY – I LIKE KIDS, WE'VE HAD FIVE OF OUR OWN, WE HAVE HOW MANY GRANDKIDS, BUT WHEN YOU PUT HOUSES TOGETHER LIKE THAT, YOU'RE FIGHTING YOUR OWN SELF.

MR. CLINE: MA'AM, I UNDERSTAND YOUR POINT AND I AGREE WITH IT. AND I THINK ONE OF THE VALUES OF THIS COOPERATIVE AGREEMENT IS THAT IT ENCOURAGES THE TOWNSHIP AND CITY TO WORK TOGETHER TO DEVELOP A SINGLE STANDARDIZED PLAN FOR THAT LAND USE. AND THAT PLAN WOULD HAVE TO, IN ORDER TO GET APPROVAL FROM BOTH BODIES TAKE INTO ACCOUNT THE CONCERNS THAT YOU'RE TALKING ABOUT AND I YIELD BACK TO MR. KAITSA.

MR. KAITSA: THANK YOU, MR. CLINE. ALL I WANTED TO ADD WAS I DID NOT MEAN FOR MY COMMENTS TO INFER THAT THE TOWNSHIP HAD IN ANY WAY IMPOSED A 20 MILLION DOLLAR OBLIGATION ON THE CITY OF POWELL. MY POINT WAS THAT THE LANGUAGE REALLY SHOULD BE GENERAL IN THIS AGREEMENT BECAUSE WE REALLY DON'T KNOW WHAT THE FINANCING IS GOING TO, GOING TO LOOK LIKE. AND FOR THE POINT THAT WAS MADE EARLIER, ONE OF MY MAIN CONCERNS IS THAT THE FINANCES, THE FINANCING IS DONE IN SUCH A WAY THAT THE DEVELOPER DOES REMAIN AT RISK EVEN THOUGH, YOU KNOW, THE CITY IS ISSUING THE BONDS, SO I JUST WANTED TO MAKE THAT CLARIFICATION. THANK YOU.

MR. WIENCEK: MY NAME IS DAN WIENCEK. I CAN'T CLAIM TO BE A 30-YEAR RESIDENT OF LIBERTY TOWNSHIP. I'VE ONLY BEEN HERE A LITTLE OVER FIVE YEARS AND ONE OF THE THINGS THAT BECAME APPARENT TO ME SOON AFTER I MOVED HERE WAS A LEVEL OF ANIMOSITY BETWEEN THE TOWNSHIP AND THE CITY AND BEING A NEW CUSTOMER AND NOT KNOWING THE HISTORY, I WAS ALWAYS KIND OF DUMBFOUNDED WHY THERE WAS THAT US AND THEM ATTITUDE. AS THE YEARS HAVE GONE BY, I UNDERSTAND A LITTLE BIT MORE WHY THAT'S DEVELOPED AND I THINK THAT'S THE, ONE OF THE MORE IMPORTANT PARTS OF THAT AGREEMENT IS THAT I THINK IT DOES SIGNAL AN IMPROVED ERROR OF COOPERATION BETWEEN THE CITY AND THE TOWNSHIP AND I FOR ONE AM GLAD TO SEE IT.

MR. SETA: GOOD EVENING. MY NAME IS JIM SETA. I'M A CITY COUNCIL MEMBER. I'M ONE OF THE NEW GUYS, I CAME ON IN JANUARY AND PART OF THE REASON WHY I RAN FOR CITY COUNCIL WAS EXACTLY THAT, I THOUGHT THERE WAS A LOT OF THINGS THAT NEEDED TO CHANGE. WE NEED TO GET SOME GROWTH BETWEEN THE TOWNSHIP AND THE CITY AND KIND OF GET A BETTER UNDERSTANDING OF WHAT EVERYBODY'S MAIN OBJECTIVES ARE.

I GOT THROWN INTO THIS THING RIGHT AWAY. I WILL BE THE FIRST TO ADMIT I WAS ONE OF THE FIRST PEOPLE WHO OBJECTED TO THIS BECAUSE THERE WAS SO MUCH TO IT TO UNDERSTAND FROM SOMEONE TRYING TO WALK IN AND TRYING TO UNDERSTAND AND DIGEST WHAT WAS DONE BEFORE. WE WENT FROM A SEVEN PAGE DOCUMENT TO THIS PLUS ANOTHER BOOK. I WILL TELL YOU THAT FROM THE AMOUNT OF MEETINGS THAT WE HAVE HAD, THIS IS A GOOD THING ACROSS THE BOARD. I THINK

THERE'S VERY POSITIVE ASPECTS FOR BOTH THE TOWNSHIP AND THE CITY AND PART OF MY OBJECTIVE IS I AM A LIBERTY TOWNSHIP RESIDENT. I DO NOT WANT MASSIVE GROWTH. THE REALITY IS THAT DEVELOPMENT IS HERE AND I THINK THE WAY IT WAS MANAGED AND CONTROLLED MADE THE BEST BENEFITS FOR BOTH TOWNSHIP AND CITY. I THINK WE'VE ACHIEVED THAT, SO I JUST WANTED TO SHOW MY SUPPORT AND TAKE ANY QUESTIONS THAT MAY COME ABOUT TO ME. THANK YOU.

MR. LACKEY: HI, I'M DAVE LACKEY, ONE OF THE THREE NEWEST CITY COUNCIL MEMBERS. BUT PRIOR TO, I WAS ON THE PLANNING AND ZONING COMMISSION WHERE I HAD THE, ON THE NORTHWEST AREA PLANNING COMMISSION, THE JOINT COMMISSION OF LIBERTY TOWNSHIP AND THE CITY OF POWELL, PLANNING MEMBERS WHO DECIDED THAT INSTEAD OF LETTING DEVELOPERS PLAY OFF THE JURISDICTION AND NEGOTIATE DENSITIES THAT WE WOULD COME UP WITH A STANDARD FOR EXACTLY THE AREA WHERE GOLF VILLAGE IS.

AS MR. SCHULTZ ELUDED TO EARLIER THAT THAT WAS SOMEWHAT AN UNPRECEDENTED MOVE IN THE AREA AND I FEEL IT WORKED VERY WELL. I ENJOYED WORKING WITH LIBERTY TOWNSHIP PLANNING MEMBERS. AT THAT TIME WE HAD A LOT OF PUBLIC INPUT AND GOLF VILLAGE AS IT STANDS IS I THINK A WONDERFUL PROJECT. IT HAS A GOOD MIX OF RESIDENTIAL AND COMMERCIAL AND IT'S A VERY ATTRACTIVE PROJECT. I THINK LIBERTY TOWNSHIP DID A WONDERFUL JOB THROUGH THE ZONING PROCESS AND PLANNING PROCESS. I THINK IT'S A WONDERFUL ADDITION TO OUR COMMUNITY.

ONE OF THE BENEFITS OF THIS PLAN IS THAT IT CONSIDERS THE FACT

THAT WE'RE GOING TO HAVE MORE JOINT PLANNING OF THE AREA. WE'RE GOING TO WORK TOGETHER, LIBERTY TOWNSHIP AND THE CITY OF POWELL AND DO THE SAME KIND OF THING TO, TO MAKE SURE THAT OUR COMMUNITY IS DEVELOPED IN A WAY THAT'S MOST ATTRACTIVE TO BOTH JURISDICTIONS AND TO ALL THE RESIDENTS SINCE WE ARE ALL NEIGHBORS.

MR. WERNER: UM, JUST RECOGNIZED MR. CELLAR WAS ABLE TO JOIN US FROM HIS CAMPAIGN TRAIL. ON CLOSING COMMENTS, WE'VE HAD A FEW COMMENTS FROM THE AUDIENCE AND WE'RE GIVING OUR FINAL THOUGHTS ON THE AGREEMENT AND I DON'T KNOW IF YOU WOULD LIKE TO SAY ANYTHING AT THIS TIME.

MR. CELLAR: LET ME FIRST APOLOGIZE FOR NOT BEING ABLE TO BE IN TWO PLACES AT ONCE. DUTY CALLED ELSE WHERE. I GUESS YOU COME AWAY FROM NEGOTIATIONS OFTEN TIMES AND IF BOTH SIDES ARE KIND OF, I WISH WE COULD HAVE DONE BETTER, THEN THAT SPEAKS HIGHLY OF THIS AGREEMENT. WE WOULD HAVE LIKED TO HAVE MORE SAY, LAW DOESN'T ALWAYS ALLOW US TO GO IN THAT WAY. I'M SURE THE CITY WOULD HAVE LIKED TO HAVE MORE BUT WE DID REACH AN AGREEMENT AND THE SIZE OF THE DOCUMENT SHOWS THE TIME THAT WENT INTO THAT.

CLEARLY, THE LEGISLATURE WANTS ALL MUNICIPALITIES AND TOWNSHIPS TO HEAD INTO THIS DIRECTION AND THAT IS INSTEAD OF SPENDING TENS AND THOUSANDS OF DOLLARS IN THE PAST FIGHTING ANNEXATIONS THAT WE DO TRY TO WORK SOMETHING OUT. AND I GUESS IN THAT WAY I HAVE TO BE – AND I'M NOT SURE ANYBODY WANTS TO BE HERE TONIGHT. IT WOULD HAVE BEEN BETTER IF THIS DID NOT HAPPEN BUT, OF COURSE, THE LAW IS NOT WRITTEN IN THAT WAY AND I THINK THE BEST

NEWS IS THERE IS NOT AN ANNEXATION PETITION RIGHT NOW IN FRONT OF THE COUNTY COMMISSIONERS, THAT HAS BEEN WITHDRAWN AND PROBABLY THERE WILL BE AN ANNEXATION AGREEMENT THAT WILL COME FORWARD BECAUSE OF THIS BUT AT LEAST IT'S UNDER THE NEW LAW. THE LAW CLEARLY HAS THE IMPOTENCE THAT WE SHOULD BE WORKING TOGETHER. WE'RE AHEAD OF THAT. THIS IS THE FIRST OF ITS KIND IN DELAWARE COUNTY AND, CLEARLY, NOT GOING TO BE THE LAST CEDA, COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT. THANKS. THANKS FOR COMING BY THE WAY ALSO.

MR. WERNER: YEAH, WE'LL GO AHEAD AND TAKE ONE MORE QUESTION.

MR. LACKEY: YOU SHOULD HAVE HER SWORN IN, SHE ARRIVED HERE LATE.

MR. WERNER: OKAY. WOULD THE COURT RECORDER SWEAR IN THE WITNESS?

THEREUPON, MS. JULIE MILLER AND MR. KIM CELLAR WERE FIRST DULY SWORN.

MR. WERNER: MA'AM, WOULD YOU PLEASE COME UP TO THE MIKE AND STATE YOUR NAME AND ADDRESS FOR THE RECORD SO WE CAN GET THAT ACCURATELY?

MS. JULIE MILLER: I'M JULIE MILLER AND I LIVE UP ON HOME ROAD AND I JUST WANT TO CLARIFY SOMETHING THAT A COUPLE OF YOU SAID ABOUT THE DENSITY. IT WAS MY UNDERSTANDING THAT IF THIS ANNEXATION GOES THROUGH, THE DEVELOPER COULD APPROACH THE CITY AND ACTUALLY ASK FOR AN INCREASE IN THE DENSITY AND YOU HAD

STATED IT IS CLEAR THAT'S NOT GOING TO HAPPEN.

MR. CLINE: IF I MAY RESPOND TO THAT. THE DEVELOPER, IN GENERAL THE DEVELOPER MAY NOT CHANGE ANY OF THE ZONING FOR THIS PROPERTY IF IT IS ANNEXED TO THE CITY. THERE ARE A COUPLE OF EXCEPTIONS THAT WE WENT THROUGH. UNFORTUNATELY, YOU WERE NOT ABLE TO BE HERE WHEN WE WENT THROUGH THAT. BUT IN BOTH OF THOSE AREAS IN THOSE EXCEPTIONS, BOTH THE CITY OF POWELL AND LIBERTY TOWNSHIP HAVE TO AGREE TO THOSE EXCEPTIONS BEFORE THOSE ZONING LAWS CAN BE CHANGED. YOU DON'T LOSE ANY PROTECTION IN THAT. THE DEVELOPER COULD HAVE ALWAYS GONE BACK TO LIBERTY TOWNSHIP BUT YOU ALWAYS HAVE THE PROTECTION THAT HE HAS TO SATISFY BOTH THE CITY OF POWELL AND THE TOWNSHIP BOARD OF TRUSTEES ZONING PROCESS BEFORE ANY CHANGES CAN BE APPROVED. YEAH, AND THERE WON'T BE ANY DENSITY CHANGES CONTEMPLATED IN ANY EVENT.

MS. JULIE MILLER: OKAY.

MR. CLINE: DOES THAT ANSWER YOUR QUESTION?

MS. JULIE MILLER: YES, THANK YOU.

MR. CLINE: THANK YOU.

MR. WERNER: I BELIEVE THE LAST PIECE OF BUSINESS WE HAVE TO DO IS BOTH THE TOWNSHIP TRUSTEES AND THE CITY COUNCIL NEED TO COME TO AN AGREEMENT ON A MEETING DATE WHERE WE WILL BE FORMALLY VOTING ON THIS. WE NEED TO SET THAT LEGALLY TONIGHT AND ANNOUNCE THAT PUBLICLY. THERE WAS TALK ABOUT – IF I COULD GO AHEAD AND START FROM THE TOWNSHIP'S SIDE.

MR. SCHULTZ: GO AHEAD.

MR. WERNER: MAYBE THIS FOLLOWING MONDAY, THE 29TH CALL IN A SPECIAL MEETING OF THE TOWNSHIP TRUSTEES. MARCIA, I THINK UNDER OUR BYLAWS AS LONG AS WE ANNOUNCE IT TONIGHT AND YOU POST IT AT THE TOWNSHIP HALL, WE'RE COVER UNDER SUNSHINE LAW AND THE NEWSPAPERS ARE SO NOTIFIED. SO IS THERE A TIME?

MR. CELLAR: 7:30.

MR. WERNER: MONDAY, APRIL 29TH AT 7:30, OKAY. THE LIBERTY TOWNSHIP WILL BE CALLING A SPECIAL MEETING THIS FOLLOWING MONDAY, APRIL 29TH, 7:30 AT THE LIBERTY TOWNSHIP HALL TO CONSIDER NORMAL ACTION ON THIS CEDA AGREEMENT AND ANY OTHER BUSINESS THAT MAY COME BEFORE THE TRUSTEES AT THAT MEETING.

MR. CAPE: AYE.

MR. WERNER: OKAY. DR. CAPE MADE THE MOTION, IS THERE A SECOND?

MR. CELLAR: SECOND.

MR. WERNER: WOULD THE CLERK CALL THE ROLE?

MS. RUSH: MR. CAPE?

MR. CAPE: YES.

MS. RUSH: MR. CELLAR?

MR. CELLAR: YES.

MS. RUSH: MR. WERNER:

MR. WERNER: YES. MOTION PASSED, THAT MEETING IS SET ON THE TOWNSHIP SIDE. WE'LL NOW PASS OVER TO THE CITY.

MR. SCHULTZ: OKAY. I THINK ORIGINALLY WE WERE TALKING ABOUT NEXT TUESDAY TRYING TO HAVE A MEETING AND I

UNDERSTAND THAT THERE'S SEVERAL MEMBERS GOING TO BE OUT OF TOWN, SO I THINK THAT WHAT WE WOULD LIKE TO DO TRY TO DO IS TRY TO FIT AMONGST ALL THE CONFIRMATIONS AND OTHER THINGS I THINK WE DECIDED MAYBE SATURDAY MORNING IS GOOD FOR US; IS THAT STILL GOOD? I HAVEN'T MET –

MR. CLINE: I THINK WE'LL NEED TO MAKE A FORMAL MOTION. WILL MOVE THAT THE CITY ESTABLISH A SPECIAL MEETING FOR PURPOSES OF VOTING AT 8:30 A.M. AT THE VILLAGE HALL ON WHATEVER THAT DATE IS .

MR. KAITSA: SECOND.

MR. SCHULTZ: WHAT WAS THAT DATE? THE 2ND, SATURDAY THE 2ND. AND, STEVE, ARE WE OKAY WITH THAT? GLEN, YOU'LL BE ABLE TO MAKE IT?

MR. DUGGER: AS LONG AS I CAN GET TO THE BALLET BY 10:00, NOT MINE.

MR. SCHULTZ: YOU DIDN'T STRIKE ME AS A BALLET DANCER.

MR. DUGGER: NO, I GAVE IT UP. IT'S MY EIGHT YEAR OLD DAUGHTER.

MR. SCHULTZ: OKAY. SO WE HAVE A SECOND ON THAT MOTION; IS THAT RIGHT, GEORGE? OKAY. ALL IN FAVOR SAY AYE. AYE.

MR. KAITSA: AYE.

MR. WIENCEK: AYE.

MR. SETA: AYE.

MR. CLINE: AYE.

MR. LACKEY: AYE.

MR. SCHULTZ: OPPOSED? OKAY.

MR. WERNER: OKAY. WITH THAT IS THERE ANYTHING ELSE TO BE SET? IF NOT, I'LL DECLARE THE TOWNSHIP MEETING CLOSED.

MR. SCHULTZ: AND, LIKEWISE, I WOULD DECLARE THE CITY COUNCIL MEETING CLOSED.

MR. WERNER: THANK YOU FOR ATTENDING.

- - -

CERTIFICATE

THE STATE OF OHIO :

COUNTY OF DELAWARE :

I, REBECCA C. LEFEVER, OFFICIAL COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, DULY APPOINTED THEREIN, DO HEREBY CERTIFY THAT THE FOREGOING TRANSCRIPT CONSISTING OF 49 PAGES, TOGETHER WITH ANY EXHIBITS, IS A TRUE, CORRECT AND COMPLETE TRANSCRIPT OF THE PROCEEDINGS, BEFORE THE LIBERTY TOWNSHIP BOARD OF TRUSTEES AND THE CITY OF POWELL CITY COUNCIL, IN THE MATTER OF THE LIBERTY TOWNSHIP – CITY OF POWELL COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT, ON THE DATE INDICATED, TAKEN BY ME AND TRANSCRIBED FROM MY STENOGRAPHIC NOTES.

SUBSCRIBED THIS 17TH DAY OF MAY, 2002.

REBECCA C. LEFEVER,

OFFICIAL REPORTER & NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 5, 2004

AFFIDAVIT

STATE OF OHIO)
)ss:
COUNTY OF ~~FRANKLIN~~ DELAWARE)

I, Holly Foust, being first duly sworn, do hereby swear that the following facts are true to the best of my knowledge.

1. I am the Zoning Inspector for Liberty Township, Delaware County, Ohio, and have continuously served in that capacity for the past five years.

2. I am aware that Liberty Township and the City of Powell have for the past few months negotiated a lengthy Cooperative Economic Development Agreement ("CEDA").

3. I assisted in copying and compiling the Appendix to that Agreement.

4. Beginning on the 22nd day of March, 2002, and continuing until the 24th day of April, 2002, several copies of the CEDA Agreement have been available for inspection by the public in my office between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. My office is located in the Liberty Township Community Building, 7761 North Liberty Road, Powell, Ohio 43065.

5. I am also a subscriber or reader of the *Delaware Gazette*, *Powell ThisWeek*, and the *Olentangy Valley News* publications. I am aware and have seen the advertisements for the public hearing scheduled for the 24th day of April, 2002 at Wyandot Run Elementary School in each of those newspapers.

6. The CEDA Agreement has been reviewed in my office by at least three (3) persons.

EXHIBIT
1
4-24-02

AFFIDAVIT

STATE OF OHIO)
)ss:
COUNTY OF DELAWARE)

I, Melanie Frost, being first duly sworn, do hereby swear that the following facts are true to the best of my knowledge.

1. I am an Administrative Assistant employed by Liberty Township, Delaware County, Ohio, and have continuously served in that capacity for the past 2 mos years.

2. I am aware that Liberty Township and the City of Powell have for the past few months negotiated a lengthy Cooperative Economic Development Agreement ("CEDA").

3. Beginning on the 22nd day of March, 2002, and continuing until the 24th day of April, 2002, several copies of the CEDA Agreement have been available for inspection by the public at the Liberty Township Community Building, 7761 North Liberty Road, Powell, Ohio 43065, between the hours of 8:30 a.m. and 4:30 p.m.

4. I am also a subscriber or reader of the *Delaware Gazette*, *Powell ThisWeek*, and the *Olentangy Valley News* publications. I am aware and have seen the advertisements for the public hearing scheduled for the 24th day of April, 2002 at Wyandot Run Elementary School in each of those newspapers.

Further, Affiant sayeth naught.

Melanie Frost
MELANIE FROST

Sworn to and subscribed before me this 24 day of April, 2002.

Holly C. Foust
NOTARY PUBLIC

«CO2:223253_1»

NOTARIAL SEAL STATE OF OHIO

HOLLY C. FOUST
Notary Public, State of Ohio
My Commission Expires 02/26/03

EXHIBIT
2
4-24-02

AFFIDAVIT

STATE OF OHIO)
)ss:
COUNTY OF ~~FRANKLIN~~ DELAWARE)

I, Holly Foust, being first duly sworn, do hereby swear that the following facts are true to the best of my knowledge.

1. I am the Zoning Inspector for Liberty Township, Delaware County, Ohio, and have continuously served in that capacity for the past five years.

2. I am aware that Liberty Township and the City of Powell have for the past few months negotiated a lengthy Cooperative Economic Development Agreement ("CEDA").

3. I assisted in copying and compiling the Appendix to that Agreement.

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5. I am also a subscriber or reader of the *Delaware Gazette*, *Powell ThisWeek*, and the *Olentangy Valley News* publications. I am aware and have seen the advertisements for the public hearing scheduled for the 24th day of April, 2002 at Wyandot Run Elementary School in each of those newspapers.

6. The CEDA Agreement has been reviewed in my office by at least three (3) persons.

EXHIBIT
1
4-24-02

Further, Affiant sayeth naught.

Holly Foust
HOLLY FOUST

Sworn to and subscribed before me this 24th day of APRIL, 2002.

James J Halas
NOTARY PUBLIC

JAMES HALAS, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 7-21-03

«CO2:223239_1»

Ordinance 2002-18
Exhibit 2

AFFIDAVIT

STATE OF OHIO)
)ss:
COUNTY OF DELAWARE)

I, Melanie Frost, being first duly sworn, do hereby swear that the following facts are true to the best of my knowledge.

1. I am an Administrative Assistant employed by Liberty Township, Delaware County, Ohio, and have continuously served in that capacity for the past 2 mos years.

2. I am aware that Liberty Township and the City of Powell have for the past few months negotiated a lengthy Cooperative Economic Development Agreement ("CEDA").

3. Beginning on the 22nd day of March, 2002, and continuing until the 24th day of April, 2002, several copies of the CEDA Agreement have been available for inspection by the public at the Liberty Township Community Building, 7761 North Liberty Road, Powell, Ohio 43065, between the hours of 8:30 a.m. and 4:30 p.m.

4. I am also a subscriber or reader of the *Delaware Gazette*, *Powell ThisWeek*, and the *Olentangy Valley News* publications. I am aware and have seen the advertisements for the public hearing scheduled for the 24th day of April, 2002 at Wyandot Run Elementary School in each of those newspapers.

Further, Affiant sayeth naught.

Melanie Frost
MELANIE FROST

Sworn to and subscribed before me this 24 day of April, 2002.

Holly C. Foust
NOTARY PUBLIC

«CO2:223253_1»

NOTARIAL SEAL STATE OF OHIO

HOLLY C. FOUST
Notary Public, State of Ohio
My Commission Expires 02/26/03

EXHIBIT
2
4-24-02

DATE
03/27/02

ACCOUNT NUMBER
080995-00000

ACCOUNT EXEC
SHELLEY DONOVAN

ThisWeek
Community Newspapers

P.O. Box 341890
Columbus, Ohio 43234-1890
Account Exec: 614-888-8888 Billing: 740-548-8185

ACCEPTED

ZONES:

A. Delaware This Week	O. Upper Arlington This Week
C. Worthington This Week	P. Hilliard This Week
D. Grove City Record	Q. West Side This Week
E. GC Shopper-Times	R. Licking County Sun
F. Dublin Villager	T. Bexely This Week
H. Westerville This Week	U. South Side This Week
I. Johnstown Independent	V. Powell This Week
J. Northland This Week	W. Job Connection
K. Grandview This Week	X. New Albany This Week
L. Clintonville This Week	Y. Pickerington This Week
M. Reynoldsburg This Week	Z. Rocky Fork Enterprise
N. Other (Internet/Columbus Parent/Home Living)	

CLASSIFIED ADVERTISING INVOICE

Liberty Township - Del. County,
attn: Marcia Rush
7201 Liberty Rd
Powell, Ohio 43065

INVOICES 30 days or more PAST DUE are subject to a 1.5% monthly service fee (18% annual) and/or suspension of advertising schedule.

Item	Date	Description	Classification	Zones	Balance
1	03/27	2x8 Liberty Townshi	LEGALS	V	143.20

Remittance Address:
US/This Week Department 0851 Columbus OH 43271-0851

Balance Due 143.20

INVOICE DUE UPON RECEIPT

EXHIBIT
3
4-24-02

EMPLOYMENT

EMPLOYMENT

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The Senior Service Directory
• Reach over 268,000 Homes
• Target your message to seniors
• Be part of a growing directory
Call 888-8888
Ask for Rita or your classified service representative today!

NOTICE TO RESIDENTS OF LIBERTY TOWNSHIP AND THE CITY OF POWELL OF A JOINT PUBLIC HEARING CONCERNING A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN

THE BOARD OF TOWNSHIP TRUSTEES OF LIBERTY TOWNSHIP

AND

THE CITY COUNCIL OF THE CITY OF POWELL

Notice is hereby given to the residents of Liberty Township, including the residents of the City of Powell, that the City Council of the City of Powell and the Board of Township Trustees of Liberty Township propose to enter into a Cooperative Economic Development Agreement ("CEDA Agreement"). Prior to entering into a CEDA Agreement and pursuant to Ohio Revised Code Section 701.07, the City Council of the City of Powell and the Board of Township Trustees of Liberty Township will hold a joint public hearing concerning the proposed CEDA Agreement at 7:30 p.m. on the 24th day of April, 2002, at the Wyandot Run Elementary School building located at 2800 Carriage Road, Powell, Ohio.

Residents are further advised that a copy of the proposed CEDA Agreement, together with Attachments, shall remain available for viewing and public inspection at the respective offices of the City of Powell and Liberty Township as specified below during normal business hours of 8:30 a.m. - 4:30 p.m., Monday through Friday, beginning March 22, 2002 through April 24, 2002, inclusive.

Liberty Township Board of Trustees
7761 North Liberty Road
Powell, Ohio 43065
(740) 881-4467

City of Powell
47 Hall Street
Powell, Ohio 43065
(740) 885-5380

Steve Lutz, Powell City Manager
Marcia Rush, Liberty Township Clerk

ANNOUNCEMENTS

BIZ OPPORTUNITIES

A+M & M MARS/NESTLE VENDING
Route. Unique machine; great opportunity, prime locations available now! Excellent profit potential, investment required $5k and up. Toll Free ***** (888) 737-7133***** (Sea Network)

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Improve your financial future. Home-based business. Set own hours. Full training & support. FREE INFO.
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HomeFreedomBusiness.com

FINANCIAL

NOTICE
Companies that do business by phone can't ask you to pay for credit before you get it. For more information, call toll-free 1-877-FTCHELP. A public service message from ThisWeek Community Newspapers and the Federal Trade Commission.

MERCHANDISE

ANTIQUES

Richland County Antique Show & Flea Market
Sat Mar 30th • 9-5
Sun Mar 31st • 9-4
Richland County Fairgrounds
Rts I-71 to US 30 W
Trimble Rd. exit
(419) 884-3253

YESTERYEAR'S MEMORIES-TODAY'S TREASURES!
To sell or buy antiques, promote your antique show or business call Roxanna, ext 458, 614-888-8888 or 1-800-686-7355 to place an ad!

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DISHWASHER
GE Pot Scrubber Dishwasher 2 years old, $150.
Call 740-362-8803

WASHER/GAS DRYER
Kenmore, large capacity. Excellent condition. $175.
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614-888-8888
800-686-7355

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No reasonable offers refused.
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Purchased from International Furniture Market in High Point, NC includes Thomasville, Bassett, Lexington BDRMS, Broyhill dining suites, handmade oriental rugs. EVERYTHING MUST GO! NO REASONABLE OFFERS REFUSED! 614-554-8199

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Full grain Italian leather
All hand stitched, no vinyl/top grain. Brand new in plastic. $5k value sell $1650.
Call(614) 554-7185

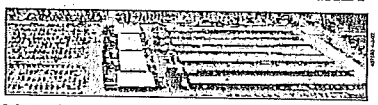
*** CHERRY BED/SLEIGH ***
w/ pillowtop mattress set, brand new still boxed. $1599; sell $370.
614-348-1055.

A CHERRY BEDRM
Bed, dresser and nightstand. Brand new, still boxed. Must sell $700. 614-348-1055.

A CHERRY DINING RM
tbl, chairs, hutch, & buffet. Sideboard avail. Brand NEW - in box. Approx value $5k, sell $950. 614-348-1055.

BED QUEEN PILLOWTOP
Brand new, still in plastic, $699 value, sacrifice $170.
Call 614-348-1055.

CAESAR CREEK FLEA MARKET



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Suburban News Publications

April 2, 2002

Liberty Township
7201 Liberty Road
Powell, Ohio 43065

PROOF OF PUBLICATION

I hereby certify that the advertising copy/copies of which being hereto attached was published in:

Olentangy Valley News

A Suburban News Publication on:

03/20 108.00 129.60

And circulated generally in the City/Village/Township of: Olentangy Valley
And Franklin County, Ohio.

Karen Mazzone
Business Office

Sworn before me on this 4/2, 2002

Kelly Giancola
Notary Public
State of Ohio

NOTARIAL SEAL
STATE OF OHIO

KELLY J. GIANCOLA
Notary Public, State of Ohio
My Commission Expires 08-13-04

5257 Sinclair Road • P.O. Box 29912 • Columbus, Ohio 43229 • (614) 785-1212

Wednesday Distribution

Bexley News
Big Walnut News
The Booster
Dublin News
Gahanna News
Hilliard Northwest News
New Albany News
Northland News
Northwest Columbus News
Olentangy Valley News
Pickerington Times-Sun
Reynoldsburg News
The Times
Tri-Village News
Upper Arlington News
Westerville News &
Public Opinion
Whitehall News
Worthington News
Thursday Distribution
Westland News
Grove City News
German Village Gazette

SUBURBAN NEWS SNP PUBLICATIONS

CM MEDIA, INC.

M 1 POWELL OH

1 Billing Period	2 Advertiser/Client Name
MARCH 2002	LIBERTY TOWNSHIP

23 Total Amount Due	*Unapplied Amount	3 Terms of Payment
129.60		NET 30

4 Page Number	5 Billing Date	6 Billed Account Number	7 Advertiser/Client Number
1	03/31/02	3723	3723

8 Billed Account Name and Address

LIBERTY TOWNSHIP
MARCIA RUSH
7201 LIBERTY ROAD
POWELL,OH
43065

9 Send Payment To:

SUBURBAN NEWS PUBLICATIONS
5257 SINCLAIR RD
PO BOX 29912
COLUMBUS OH
43229

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10 Date	11 Newspaper Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size / 16 Billed Units	17 Times Run / 18 Rate	19 Gross Amount	20 Net Amount
03/20	OV	PREVIOUS BALANCE			0.00	0.00
		COOPECONDVLPMTAGRMT	1X08.00	1	129.60	129.60
		000000258305	108.00	.000		

P.O. Box 29912
Columbus, OH 43229
(614) 785-1212 Fax: (614) 885-5019

Suburban News Publications

Invoice Number	25 Advertiser Information			
	1 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name
	MARCH 2002	3723	3723	LIBERTY TOWNSHIP

ANNOUNCEMENTS

Legal Notices

ABC DISCLAIMER

SNP does not guarantee position or alphabetization within classifications. Refunds or adjustments will not be made based on position if the ad was properly classified.

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Lost & Found

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REACH OUR CLASSIFIED DEPARTMENT!
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$3,200 WEEKLY!
Mailing 800 brochures! Guaranteed! Free supplies/postage! Mail LSASE: Celebrity Mailers®, 16625 Redmond Way #M233-C-6, Redmond, WA 98052. www.celebritymailers.com

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Working with The Government From Home. No Experience Required. PT/FT. 1-888-820-5107 (24 Hrs.) ext. B103

$509 WEEKLY!
Working with The Government From Home. No Experience Required. PT/FT. 1-888-820-5106 (24 Hrs.) ext. A103

$800.00 WEEKLY POTENTIAL
Mailing our sales letters from home. No experience necessary. PT/FT. Genuine Opportunity. Free Supplies. Call 1-(708) 431-6800 (24 hours)

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BARTENDERS $250 PER SHIFT
Potential Bartending in a Fast Paced Environment. No Experience Necessary. All Shifts Available. Call. 1-800-806-0084 ext. 201.

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Excellent Income! Easy processing for local doctors. Full training. Computer required.
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EARN $25,000-$50,000/YR.
Medical Insurance Billing Assistance Needed Immediately! Use your Home Computer, get FREE Website
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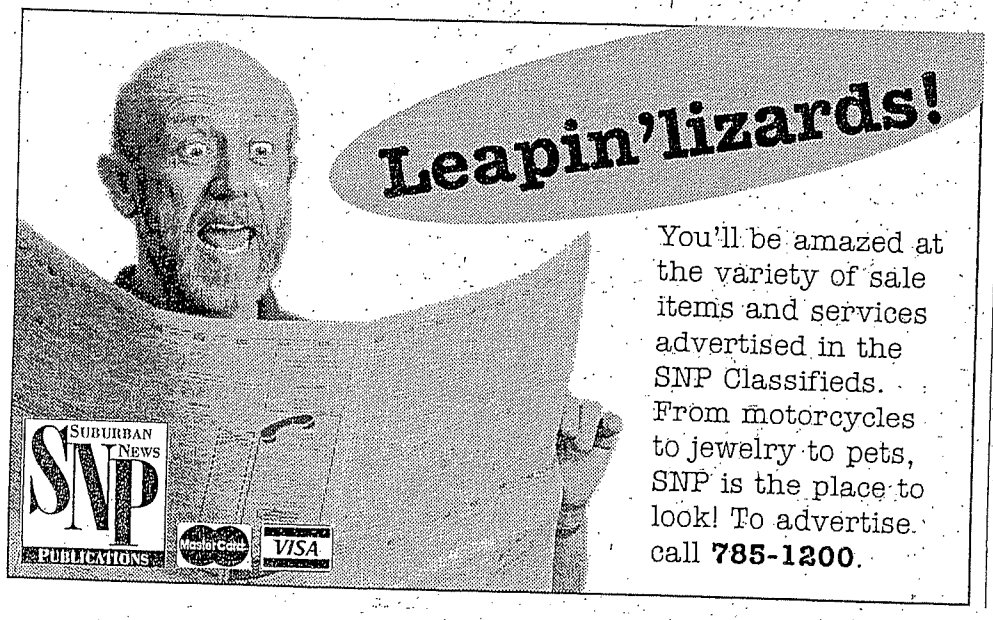

NOTICE TO RESIDENTS OF
LIBERTY TOWNSHIP AND THE CITY OF POWELL
OF A JOINT PUBLIC HEARING CONCERNING A
COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN

THE BOARD OF TOWNSHIP TRUSTEES
OF LIBERTY TOWNSHIP

AND

THE CITY COUNCIL OF
THE CITY OF POWELL

Notice is hereby given to the residents of Liberty Township, including the residents of the City of Powell, that the City Council of the City of Powell and the Board of Township Trustees of Liberty Township propose to enter into a Cooperative Economic Development Agreement ("CEDA Agreement"). Prior to entering into a CEDA Agreement and pursuant to Ohio Revised Code Section 701.07, the City Council of the City of Powell and the Board of Township Trustees of Liberty Township will hold a joint public hearing concerning the proposed CEDA Agreement at 7:30 p.m. on the 24th day of April, 2002, at the Wyandot Run Elementary School building located at 2800 Carriage Road, Powell, Ohio.

Residents are further advised that a copy of the proposed CEDA Agreement, together with Attachments, shall remain available for viewing and public inspection at the respective offices of the City of Powell and Liberty Township as specified below during normal business hours of 8:30 a.m. - 4:30 p.m., Monday through Friday, beginning March 22, 2002 through April 24, 2002, inclusive

Liberty Township Board of Trustees
7761 North Liberty Road
Powell, Ohio 43065
(740) 881-4467

City of Powell
47 Hall Street
Powell, Ohio 43065
(740) 885-5380

Steve Lutz,
Powell City Manager

Marcia Rush,
Liberty Township Clerk

March 20, 2002

Business Opportunity

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Proof Of Publication

ROBERTA BAKER being duly sworn, says he / she is Bookkeeper of the DELAWARE GAZETTE a newspaper printed and published in Delaware, Delaware County, Ohio, and of general circulation therein, and that the annexed

ADVERTISEMENT

was published in said Newspaper TWO consecutive TIMES the first insertion be in 21ST day MARCH in on the A. D., 20 02 other dates MARCH 29,2002

Roberta Baker

Sworn to before me and subscribed in my presence 29TH day of MARCH A.d. 20 02

Barbara L Thomas
Notary Public

BARBARA L. THOMAS, Notary Public
In and for the State of Ohio
My Commission Expires March 10, 2006

Printer Fees 199.50

STATEMENT

DELAWARE GAZETTE CO.

18 EAST WILLIAM ST.
DELAWARE, OHIO 43015

MARCH 29,2002

To: LIBERTY TOWNSHIP TRUST MARCIA RUSH

20 02	TO BILL RENDERED 9.5 INCHES AT 10.50 TWO TIMES CED AGREEMENT-TWP TRUSTEE LIBERTY-CITY COUNCIL RAN MARCH 21,29,2002	199.50

Payable by 15th of Following Month Please. Send This Statement When Paying

COPY OF ADVERTISEMENT

NOTICE TO RESIDEN
OF LIBERTY TOWNSI
AND THE CITY OF
POWELL OF A JOIN
PUBLIC HEARING
CONCERNING A
COOPERATIVE
ECONOMIC
DEVELOPMENT
AGREEMENT BETWE
THE BOARD OF
TOWNSHIP TRUSTEE
OF LIBERTY TOWNSH
AND THE CITY
COUNCIL OF
THE CITY OF POWEL

Notice is hereby given to residents of Liberty Tov ship, including the reside of the City of Powell, that City Council of the City Powell and the Board Township Trustees of Libe Township propose to en into a Cooperative Econon Development Agreeme ("CEDA Agreement"). Pri to entering into a CEI Agreement and pursuant Ohio Revised Code Secti 701.07, the City Council the City of Powell and t Board of Township Truste of Liberty Township w hold a joint public hearir concerning the proposed C DA Agreement at 7:30 p.r on the 24th day of Apr 2002, at the Wyandot Run E ementary School Building l cated at 2800 Carriage Roa Powell, Ohio.

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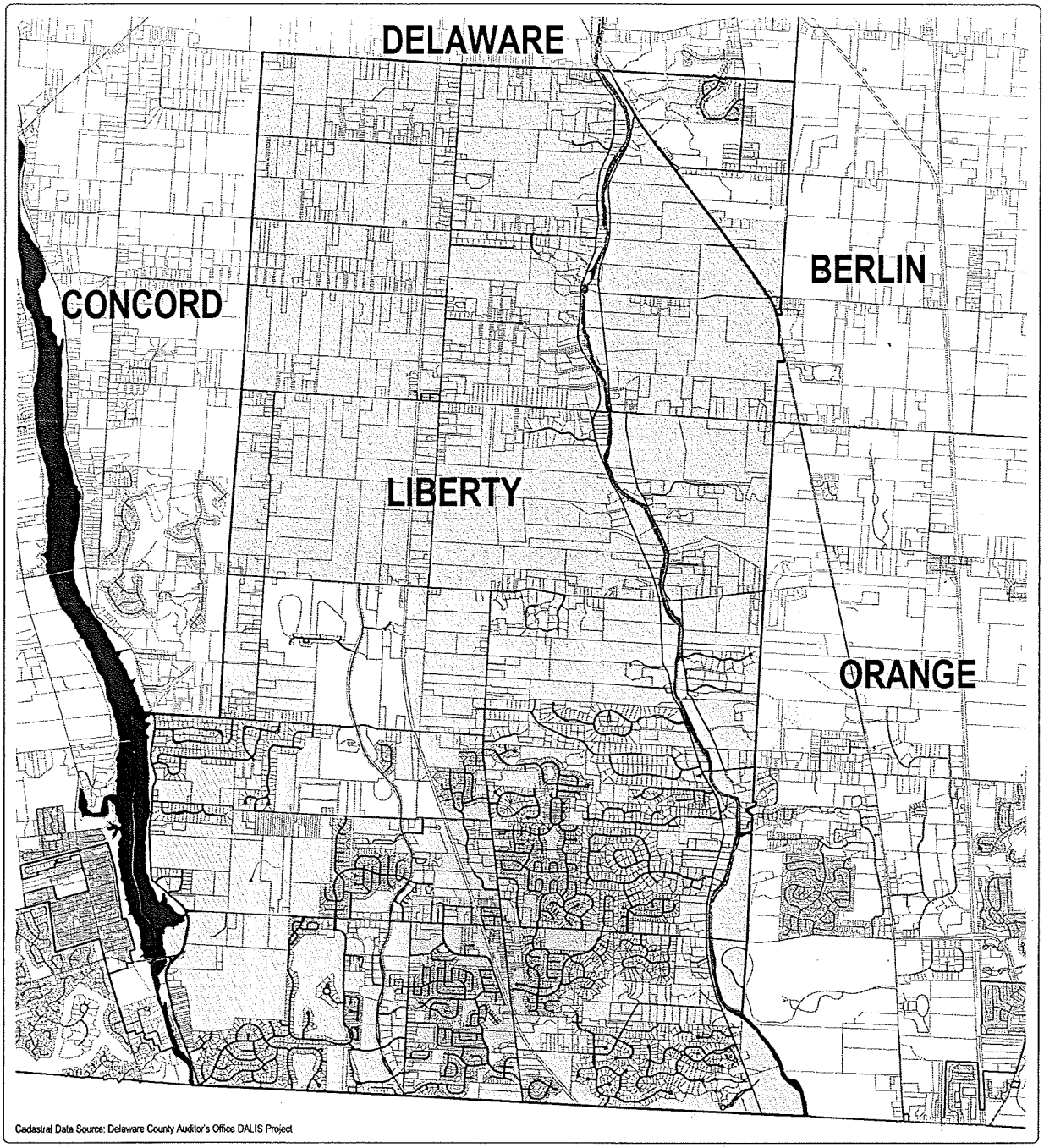
Liberty Township Board o Trustees
7761 North Liberty Road
Powell, Ohio 43065
(740) 881-4467
City of Powell
47 Hall Street
Powell, Ohio 43065
(740) 885-5380
Steve Lutz,
Powell City Manager
Marcia Rush,
Liberty Township Clerk
Thursday, March 21; Friday, 29, 2002 2t



Cadastral Data Source: Delaware County Auditor's Office DALIS Project

4000 0 4000 Feet

CEDA Territory Designation

Municipalities

- Delaware
- Powell

Liberty Township Detail

- Parcel Boundary
- River
- Road Centerline

CEDA Areas

- Sub-Area 1
- Sub-Area 2
- Sub-Area 3
- Sub-Area 4
- Exempt from CEDA (City of Delaware)

Liberty Township
7761 Liberty Road
Powell, Ohio 43065

740 781-5014
740 781-5431 fax

www.libertytownship.org

City of Powell
47 Hall Street
Powell, Ohio 43065

614 885-5380
614 885-5339 fax

www.ci.powell.oh.us

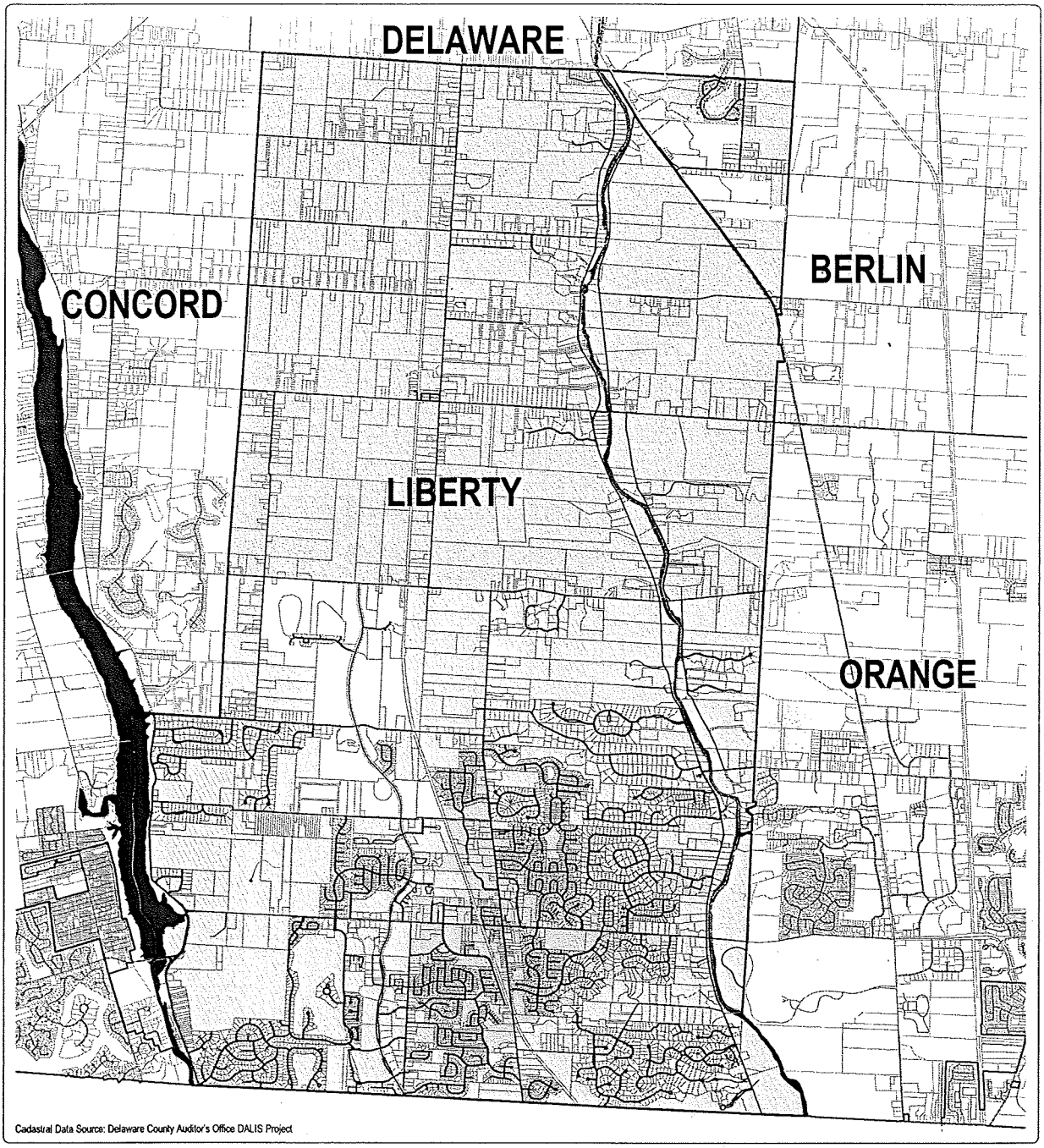
This map is for reference purposes only as established in Article 1 of the Liberty Township-City of Powell Cooperative Economic Development Agreement (CEDA).

Attachment A

Liberty-Powell CEDA

Community Economic Development Agreement

EXHIBIT 4-24-08



Cadastral Data Source: Delaware County Auditor's Office DALIS Project

4000 0 4000 Feet

CEDA Territory Designation

Municipalities

- Delaware
- Powell

Liberty Township Detail

- Parcel Boundary
- River
- Road Centerline

CEDA Areas

- Sub-Area 1
- Sub-Area 2
- Sub-Area 3
- Sub-Area 4
- Exempt from CEDA (City of Delaware)

Liberty Township
7761 Liberty Road
Powell, Ohio 43065

740 781-5014
740 781-5431 fax

www.libertytownship.org

City of Powell
47 Hall Street
Powell, Ohio 43065

614 885-5380
614 885-5339 fax

www.ci.powell.oh.us

This map is for reference purposes only as established in Article 1 of the Liberty Township-City of Powell Cooperative Economic Development Agreement (CEDA).

Attachment A

Liberty-Powell CEDA

Community Economic Development Agreement

EXHIBIT 4-24-08