AGENDA - Village of Kirkersville

June 4, 2025

Opening: Pledge of Allegiance

Roll Call:	Holly Branham	Darren Coe	Mark Davis
	Dave Engel	Jim Kincaid	Carrie Slone

1. Approval of Agenda
2. Approval of Minutes: May 7, 2025
3. Public Poll – 3 minutes
4. Village Official Report
   - Mayor
   - BPA
   - Police Department
   - Street Commissioner
   - Fire Board
   - Engineer
   - Planning and Zoning
   - Solicitor
   - Finance Committee
   - Fiscal Officer

5. Legislative Actions

   First Reading – Resolution 09-2025 – A Resolution approving a contract to create a Joint Economic Development District (Kirkersville JEDD District No. 1) and authorizing the Mayor to execute the same.

   First Reading – Resolution 10-2025 – A Resolution authorizing the Mayor and fiscal officer to execute a Personal Services Agreement for legal services with Isaac Wiles Burkholder & Miller, LLC and declaring an emergency.

6. Bills - $50,259.01
7. Old Business
8. New Business
9. Public Poll – 3 minutes
10. Council Poll
11. Adjournment

Village of Kernersville Council Meeting Minutes

May 7, 2025

Mayor Ashcraft called the meeting to order at 7:00 p.m.

Council in attendance: Holly Branham, Darren Coe, Mark Davis, Dave Engel, Jim Kincaid and Carrie Slone.

Also present: Fiscal Officer Shirley Roskoski and Solicitor Brian Zets

Agenda
It was moved by Engel, seconded by Davis to approve the agenda. Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

Minutes
It was moved by Kincaid, seconded by Coe to approve the minutes of April 2, 2025 with the following amendment: under Fire Board, change *over the last* year to *over the last 5 years.*
Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

Mayor
Mayor Ashcraft said the fines for the month were $2,651.00.

BPA
Mayor Ashcraft said the sand filter project will start on the 15th.

Police Report
Chief Poling gave his monthly report.

Streets
Mayor Ashcraft said he has a few quotes from Tom Lott. One is for installing galvanized pipe where every survey pin is and installing plastic coated chains from post to post to keep vehicles from parking on our property. That cost is $4,375.00.
Another quote is for replacing the steps at the treatment. That cost is $930.00. The third quote is for replacing some siding at the sewer plant that has blown off over the drying beds. That cost is $350.00. Total cost is $5.655.00.
It was moved by Engel, seconded by Kincaid to approve the total cost of all three projects.
Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

Fire Board
Council member Kincaid said he levy passed. It keeps us status quo for now.

Zoning
Mayor Ashcraft said we need a meeting on the 28th to discuss lighting for Dollar General.

Solicitor
Brian said Resolution 08-2025 is the exact same agreement that we did for Tire Mart.
The JEDD agreement timetable has been pushed back. I anticipate the first reading to be at the June meeting and the public hearing at the July meeting.

Finance
Council member Davis read the following fund balances:

General Fund	191,551.56	Indigent Drivers	400.00
Street Fund	74,804.45	American Rescue Plan	15.00
State Hwy. Fund	35,196.84	Enfct. & Education	80.00
State Grant	720.00	Mayor's Court Computer	1,080.00
Drug Law Enfct.	3,964.11	Sewer Operating	410,988.65

Total $718,801.47

Legislative Actions
First Reading – Resolution 06-2025 – A Resolution to increase the rate of pay for Kirkersville's Mayors Court Clerk and BPA Clerk Vicki Coe and declaring an emergency.
It was moved by Kincaid, seconded by Engel to suspend with the rules. Following vote on the motion is recorded: yea, 5; Branham, Davis, Engel, Kincaid and Slone. Nay, none. Recuse, one, Coe.
It was moved by Kincaid, seconded by Engel to adopt Resolution 06-2025 as an emergency. Following vote on the motion is recorded: yea, 5; Branham, Davis, Engel, Kincaid and Slone. Nay, none. Recuse, one, Coe

First Reading – Resolution 07-2025 – A Resolution to increase the rate of pay for Village of Kirkersville's Fiscal Officer Shirley Roskoski and declaring an emergency.
It was moved by Kincaid, seconded by Engel to suspend with the rules. Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.
It was moved by Engel, seconded by Coe to adopt Resolution 07-2025 as an emergency. Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

First Reading – Resolution 08-2025 – A Resolution approving the Economic Development Agreement between the Village of Kirkersville, Licking Regional Water District, and Linden Avenue LLC. Authorizing and directing the Mayor and Fiscal Officer to execute same, and declaring an emergency.
It was moved by Kincaid, seconded by Davis to suspend with the rules. Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.
It was moved by Kincaid, seconded by Coe to adopt Resolution 08-2025 as an emergency. Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

Bills
It was moved by Davis, seconded by Kincaid to pay the bills in the amount of $25,714.69.
Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.

Executive Session
At 7:32 p.m. it was moved by Kincaid, seconded by Engel to adjourn from regular session and move into executive session pursuant to ORC 121.22 G(2) to consider the purchase or sale of public property and invite in the Mayor, Solicitor and Fiscal Officer.

Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none.
At 7:43 p.m. Council resumed their regular session.

New Business
Mayor Ashcraft said mosquito spraying will start the last week of May.

Adjournment
There being no further business, it was moved by Kincaid, seconded by Coe to adjourn.
Following vote on the motion is recorded: yea, 6; Branham, Coe, Davis, Engel, Kincaid and Slone. Nay, none. Meeting adjourned at 7:45 p.m.

Fiscal Officer

Mayor

RESOLUTION NO. 09-2025
ADOPTED: _____

A RESOLUTION APPROVING A CONTRACT TO CREATE A JOINT ECONOMIC DEVELOPMENT DISTRICT (KIRKERSVILLE JEDD DISTRICT NO. 1) AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, R.C. 715.72(C) allows one or more municipal corporations, one or more townships, and, one or more counties may enter into a contract pursuant to which they designate one or more areas as a joint economic development district for the purpose of facilitating economic development and redevelopment, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people in this state and in the area of the contracting parties; and

WHEREAS, before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township, or county, as applicable; and

WHEREAS, the Village of Kirkersville has held this public hearing after proper notice, pursuant to R.C. 715.72(I); and

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

SECTION 1: Council for the Village of Kirkersville hereby approves the Joint Economic Development District Agreement for the Kirkersville JEDD District No. 1 which is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: Council for the Village of Kirkersville hereby authorizes and directs the Mayor to execute a copy of the agreement described in Section 1.

SECTION 3: Per R.C. 715.72(K), not later than ten days after all the contracting parties have adopted ordinances or resolutions approving the district contract, the Fisal Officer, or her designee, shall give notice of the Kirkersville JEDD District No. 1 to the following:

(a) Each record owner of real property to be included in the district

(b) The owner of each business operating within the district.

Such notices shall be given by certified mail and shall specify that the property or business is located within an area to be included in the district and that all of the

documents described in R.C. 714.72(I)(1)(a) to (c) are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation that is a contracting party or the office of the fiscal officer of each township that is a contracting party.

SECTION 4: A copy of the Joint Economic Development District Agreement for the Kirkersville JEDD District No. 1, together with a copy of the map and plan shall remain on file in the office of the Fiscal Officer.

SECTION 5: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 6: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 7: This Resolution shall take effect at the earliest time allowed by law.

Passed in Council this ____ day of _____ 2025.

_____
Terry Ashcraft, Mayor

ATTEST: _____
Clerk of Council

APPROVED:

Approved as to form this 22nd day of May 2025:

_____
Brian M. Zets
Village Solicitor

KIRKERSVILLE, UNION, HEBRON
JOINT ECONOMIC DEVELOPMENT DISTRICT NO. 1

THIS JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT (together with exhibits and schedules, the "Agreement") is entered into on the last date of signature below (the "Effective Date"), by and between the Village of Kirkersville (the "Village" or "Kirkersville"), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address for purposes hereof at 135 North 4th St, Kirkersville, Ohio 43033, Union Township, Licking County, Ohio ("Union" or "Township"), a political subdivision of the State of Ohio having an address for the purposes hereof at 1380 Beaver Run Road, Hebron, Ohio 43025, and the Village of Hebron, Ohio ("Hebron"), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address for purposes hereof at 934 West Main Street, Hebron, Ohio 43025. Kirkersville, Union, and Hebron may be referred to herein individually as a "JEDD Party" and collectively as the "JEDD Parties." Kirkersville and Hebron may also be referred to as "the Villages."

The JEDD Parties agree as follows:

I. NATURE OF AGREEMENT

A. The JEDD Parties desire to create a joint economic development district pursuant to Section 715.72 of the Ohio Revised Code (the "JEDD Statute") to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the Villages, and the State of Ohio (the "State").

B. The Parties have determined that the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party, in accordance with Section 715.72(C)(1) of the Ohio Revised Code ("R.C.").

C. The respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Ordinance No. _____, enacted by Kirkersville Village Council on _____; Resolution No. _____, adopted by unanimous vote of the Board of Trustees of Union Township on _____; and Ordinance No. _____ enacted by Hebron Village Council on _____.

II. CREATION OF DISTRICT

A. Kirkersville, Union, and Hebron hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in Exhibit A (attached to this Agreement and incorporated herein by this reference) (the "JEDD Area"), shall be known as the "Kirkersville, Union, Hebron, Joint Economic Development District No. 1", and shall hereinafter be referred to as the "District."

B. Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

1. Intent. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Villages, the Township, and the District to more efficiently provide public infrastructure and governmental services to the area within the District, and to more effectively promote economic development within the District, the Township, and the Villages;

2. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Villages, and the Township; and

3. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the JEDD Parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the JEDD Parties, to (a) add real property within Kirkersville to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment.

II. TERM

A. This Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Kirkersville Village Council, the Union Township Board of Trustees, and the Hebron Village Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

B. The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following:

(i) the Villages and the Township have lawfully executed this Agreement; and

(ii) the expiration of any statutory period permitting a referendum of the Villages' ordinances or of the Township's resolution authorizing the execution and delivery of this Agreement.

C. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless any Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

III. TERMINATION

A. This Agreement may be terminated at any time by mutual consent of the JEDD Parties. In order for such termination to be effective, legislative action by the

Township and the Villages shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

B. Unless the JEDD Parties mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Article VIII below (the "District Income Tax") within one hundred eighty (180) days after the initial meeting of the Board.

C. Upon termination of this Agreement, any assets of the District, including real and personal property, shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to Kirkersville. Also, upon termination of the Agreement, any records or documents of the District shall be kept and maintained by Kirkersville in the same manner as other public records of Kirkersville.

IV. PROVISION OF SERVICES TO THE DISTRICT

A. By Kirkersville. In addition to any other services to be provided as expressly set forth in this Agreement, Kirkersville shall provide, or cause to be provided, all usual and customary governmental services furnished by Kirkersville to other portions of Kirkersville that are located outside of the District.

B. By Hebron. In addition to any other services to be provided as expressly set forth in this Agreement, Hebron shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). Hebron also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of Hebron. Hebron is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of Hebron.

C. By Union. Union will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of Union. Union is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of Union.

V. ECONOMIC DEVELOPMENT PLAN

The economic development plan for the District (the "Economic Development Plan") attached hereto and incorporated herein as Exhibit B to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

VI. BOARD OF DIRECTORS

A. The Township and the Villages hereby establish the Board to govern the District in accordance with R.C. 715.72(P).

1. If there are businesses located and persons working within the area that is included within the District, then in accordance with R.C. 715.72 (P)(1), the Board shall initially consist of the following five members:

   a. One member representing the Villages, appointed by the Kirkersville Village Council, and serving a term of one (1) year;

   b. One member representing the Township, appointed by the Union Township Board of Trustees, and serving a term of two (2) years;

   c. One member representing owners of businesses located within the District, appointed by the Kirkersville Village Council, and serving a term of three (3) years;

   d. One member representing the persons working within the District, appointed by the Hebron Village Council, and serving a term of four (4) years; and,

   e. One member selected by the members described in subsections a. to d. of this Section, and serving a term of four (4) years. In accordance with R.C. 715.72(P)(1), this person shall serve as the chairperson of the Board. The JEDD Parties agree that this member will be selected as a representative of the Licking Regional Water District from a list of up to three eligible candidates submitted by the Licking Regional Water District.

2. If there are no businesses located and persons working within the area that is included within the District, then in accordance with R.C. 715.72 (P)(2), the Board shall initially consist of the following three (3) members:

   a. One member representing the Villages, appointed by the Kirkersville Village Council, and serving a term of one (1) year;

   b. One member representing the Township, appointed by the Union Township Board of Trustees, and serving a term of two (2) years;

   c. One member selected by the members described in subsections a. and b. of this Section, and serving a term of three (3) years. In accordance with R.C. 715.72(P)(2), this person shall serve as the chairperson of the Board. The JEDD Parties agree that this member will be selected as a representative of the Licking Regional Water District from a list of up to three eligible candidates submitted by the Licking Regional Water District.

3. The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in subsection 2., above.

4. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in subsections 1., above.

5. Such appointments shall be made within ninety (90) days after the date when the first business begins operating within the District and the Board and Hebron have received written notification of the commencement of the business' operations from Kirkersville. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance.

B. After the initial terms for the members set forth in Section A, the terms for each member shall be four (4) years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member of the Board may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board, in accordance with R.C. 715.72(P).

C. Each member shall attend all meetings of the Board unless excused by action of a majority of the other members. A member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

D. All Board members shall serve at the pleasure of the entity appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

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

F. The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

VII. POWERS, DUTIES, FUNCTIONS

A. The Board shall have the following powers, duties, and functions:

1. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than sixty (60) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Kirkersville, Hebron, or at other locations as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the Villages. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

2. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

3. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

   a. *Chairperson.* The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

   b. *Vice Chairperson.* The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

   c. *Secretary.* The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

d. *Treasurer*. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to the Treasurer and shall regularly share the same with the Board.

4. Signing Authority. The Board shall designate, by resolution or in its by-laws, those Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

5. Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purpose of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

6. Accounting and Reporting. The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the Villages' Directors of Finance and to the Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

   a. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and

   b. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the Villages' Fiscal Officers and the Township's Fiscal Officers with such other financial and JEDD governance

and operational information as they may reasonably request from time-to-time.

7. Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof.

8. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District.

9. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, Kirkersville, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference.

10. Enter into agreements pursuant to which the District or other parties will design and engineer Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided.

11. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials provided.

12. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District.

13. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party.

14. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, Licking County, and the State.

15. Make and enter into agreements and/or authorize one or more Officers to execute agreements necessary or incidental to the performance of the

Board's and the District's duties and the execution of its powers under this Agreement.

16. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District.

17. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made.

18. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties.

19. Enter into an agreement with a JEDD Party to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment.

20. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services.

21. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

VIII. LEVY OF DISTRICT INCOME TAX

A. The Board is hereby authorized to levy an income tax within the entire District and applicable to all new development (structures issued a building or zoning permit after the Effective Date) within the entire District, and in accordance with R.C. 715.72 (the "District Income Tax").

B. The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the "Maintenance Fee").

C. The Board shall enact the District Income Tax authorized by this Article within one hundred eighty (180) days after the initial meeting of the Board.

D. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by Hebron (currently 1.5%) and shall change from time-to-time to remain equal to the rate of the municipal income tax levied by Hebron.

E. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises.

F. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement.

G. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible.

H. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of Hebron's municipal income tax and acceptable to Hebron's Director of Finance.

I. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than Kirkersville.

J. A JEDD Party may, at its option, contribute funds to the District to be used for District purposes.

IX. ADMINISTRATION OF DISTRICT INCOME TAX

A. In accordance with R.C. 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with Hebron to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement").

1. The Tax Agreement shall provide that Hebron's Director of Finance shall be the Administrator of the District Income Tax (the "Administrator") and shall be responsible for the receipt and safekeeping of the District Income Tax.

2. The Tax Agreement also shall provide that the Administrator shall make a report to the Villages, the Township, and the Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax.

3. The Tax Agreement shall provide for the payment of a fee by the District to Hebron in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the "Hebron Administration Fee") in an amount of four percent (4%) of the gross amount of the District Income Tax that is collected and such fee shall be paid prior to distribution of the net revenue.

B. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as Exhibit D (the "Schedule for the Collection of the Income Tax") to this Agreement.

C. No less frequently than twice annually, the Administrator shall first pay the Hebron Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

D. The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the Hebron Administration Fee and the Maintenance Fee shall constitute the ("Net Taxes").

E. The Net Taxes shall be paid by the Administrator on or before the forty-fifth (45th) day after such funds have been transferred to the Board, and the Board shall disburse the Net Taxes in accordance with

1. Until the Project Costs have been paid, as defined in the Intergovernmental Agreement between the Village of Kirkersville and the Licking Regional Water District, formerly the Southwest Licking Community Water and Sewer District (the "IGA Agreement"):

a. Licking Regional Water District Share. Transfer to the Licking Regional Water District an amount equal to sixty-five percent (65%) of the Net Taxes. This amount shall be used by the Licking Regional Water District for any lawful purpose including payment of infrastructure costs, operating costs, debt service payments, and legal and advisory costs.

b. Kirkersville Share. Transfer to Kirkersville an amount equal to twenty-five (25%) percent of the Net Taxes. This amount may be used by Kirkersville for any lawful purpose.

c. Hebron Share. Transfer to Hebron an amount equal to five (5%) percent of the Net Taxes. This amount may be used by Hebron for any lawful purpose.

d. Union Share. Transfer to Union an amount equal to five (5%) percent of the Net Taxes. This amount may be used by Union for any lawful purpose.

2. After the Project Costs have been paid, as defined in the IGA Agreement, , and upon confirmation of both parties:

a. Licking Regional Water District Share. Transfer to the Licking Regional Water District an amount equal to twenty percent (20%) of the Net Taxes. This amount shall be used by the Licking Regional Water District for any lawful purpose including payment of infrastructure costs, operating costs, debt service payments, and legal and advisory costs.

b. Kirkersville Share. Transfer to Kirkersville an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by Kirkersville for any lawful purpose.

c. Hebron Share. Transfer to Hebron an amount equal to five (5%) percent of the Net Taxes. This amount may be used by Hebron for any lawful purpose.

d. Union Share. Transfer to Union an amount equal to five (5%) percent of the Net Taxes. This amount may be used by Union for any lawful purpose.

X. ANNEXATION; ZONING; OTHER REVENUES

A. Annexation Prohibition. During the initial term of this Agreement and any renewal thereof, Hebron agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Kirkersville Village Council adopts legislation consenting to the commencement of the proceeding. Notwithstanding the foregoing, the Parties are not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, Hebron agrees that so long as this Agreement remains in effect and unless Kirkersville adopts legislation consenting to the commencement of proceedings, the Hebron shall not accept any annexation petitions for any property located in the District.

B. Subdivision Authority. Unless preempted by Kirkersville in accordance with relevant provisions of Ohio law, Kirkersville shall retain and administer all platting and subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. Other Tax Revenues. Kirkersville shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to R.C. 715.72(U), to the extent it is permitted by law Kirkersville shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to R.C. Chapter 5709. is not a tax exemption pursuant to the provisions of R.C. 715.72(U). The Parties agree that Kirkersville shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by R.C. Chapter 5709. The Parties consent to the use of Tax Increment Financing within the District by Kirkersville and agree that no further consent is required from Hebron or Union. The Parties agree not to withdraw their consent or to object to the use of Tax Increment Financing within the District by Kirkersville even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in R.C. 715.72. Kirkersville also shall have the right to issue and reissue levies within all areas of Kirkersville, including the territory in the District, for any purpose permissible under law.

XI. MISCELLANEOUS

A. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may not be canceled or terminated because of a default unless Kirkersville, Union, and Kirkersville agree to such cancellation or termination.

B. Compliance with R.C. 715.72(K) and R.C. 725.72(O). Kirkersville agrees that it shall, on behalf of itself, Union, and Hebron, send any and all notices, and make all filings, required by R.C. 715.72(K) and R.C. 715.72(O). Kirkersville agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Parties necessary for the Parties to give such notices and make such filings.

C. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, Kirkersville, Union, and Hebron and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, Kirkersville, Union, and Hebron.

D. Support of Agreement. This Agreement shall be binding upon the JEDD Parties and their lawful successors and assigns. The JEDD Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. 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 JEDD 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 JEDD Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

E. Signing Other Documents. Kirkersville, Union, and Hebron 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 and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

F. Severability. In the event that any section, paragraph 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:

1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

G. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

H. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other entity at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the

recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Village of Kirkersville at:

Village of Kirkersville
Attn: Mayor
135 N. Fourth Street
Kirkersville, Ohio 43033

With a copy to:

Village of Kirkersville
Attn: Brian M. Zets. Village Solicitor
Two Miranova Place, Suite 700
Columbus, Ohio 43215

Union Township at:

Union Township Board of Trustees
Attn: Fiscal Officer
1380 Beaver Run Road
Hebron, Ohio 43025

With a copy to:

Chris Connelly, Esq.
41 S. High St; Suite 1800
Columbus, Ohio 43215

The Village of Hebron at:

Village of Hebron
Attn: Mayor Dr. Valerie Mockus
Hebron Municipal Complex
934 W. Main Street
Hebron, Ohio 43025

With a copy to:

Wesley K. Untied, Village Solicitor
32 North Park Place
Newark, Ohio 43058

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

J. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

K. Appropriation. The financial obligations of Kirkersville, Union, and Hebron, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the Village Councils or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Kirkersville, Union, and Hebron are also subject to the certification of the Directors of Finance of the Villages or the Township's Fiscal Officer under R.C. 5705.41 and R.C. 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of Kirkersville, Union, and Hebron, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Kirkersville, Hebron, and Union have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

VILLAGE OF HEBRON, OHIO

By: _____
Valerie Mockus, Mayor

Approved as to form:

_____
Wesley K. Untied, Village Solicitor

VILLAGE OF KIRKERSVILLE, OHIO

By: _____
Terry Ashcraft, Mayor

Approved as to form:

_____
Brian M. Zets, Village Solicitor

TOWNSHIP OF UNION,
LICKING COUNTY, OHIO

By: _____
Roger Start, Trustee

By: _____
Jeff Sharps, Trustee

By: _____
John Slater, Trustee

Approved as to form:

_____
Chris Connelly, Legal Counsel

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Union Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement, being Zero Dollars ($0.00), have been lawfully appropriated by the Board of Trustees of Union Township, Licking County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Karen Nethers, Fiscal Officer
Union Township, Licking County, Ohio

Dated: _____, 2025

EXHIBIT A
JEDD Area

insert maps

EXHIBIT B

Economic Development Plan

The purpose for the creation of the Kirkersville Union Hebron Joint Economic Development District No. 1 (the "JEDD") by the Village of Kirkersville, Ohio ("Kirkersville"), Union Township (Licking County), Ohio ("Union"), and the Village of Hebron, Ohio ("Hebron") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Kirkersville, Union, Hebron, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between Hebron, Union, and Kirkersville creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of one and one-half percent (1.5%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract. The JEDD Board shall enter into a Tax Agreement with Hebron to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, Kirkersville, Union, Hebron, and the Southwest Licking Community Water and Sewer District. Kirkersville, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

1. The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, grants, low interest loans, and forgivable loans.

2. The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.

3. The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Kirkersville services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Hebron, Kirkersville, and Union shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Kirkersville had the JEDD not be in existence. If Southwest Licking Community Water and Sewer District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue

to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Southwest Licking Community Water and Sewer District.

4. Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Kirkersville's Comprehensive Plan, as well as other long-term planning goals established by Kirkersville. The Union and/or Kirkersville may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. Kirkersville will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. Kirkersville shall provide zoning services for the JEDD. Kirkersville will cooperate with the JEDD to provide professional land use planning.

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

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

EXHIBIT C

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, taps, and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.

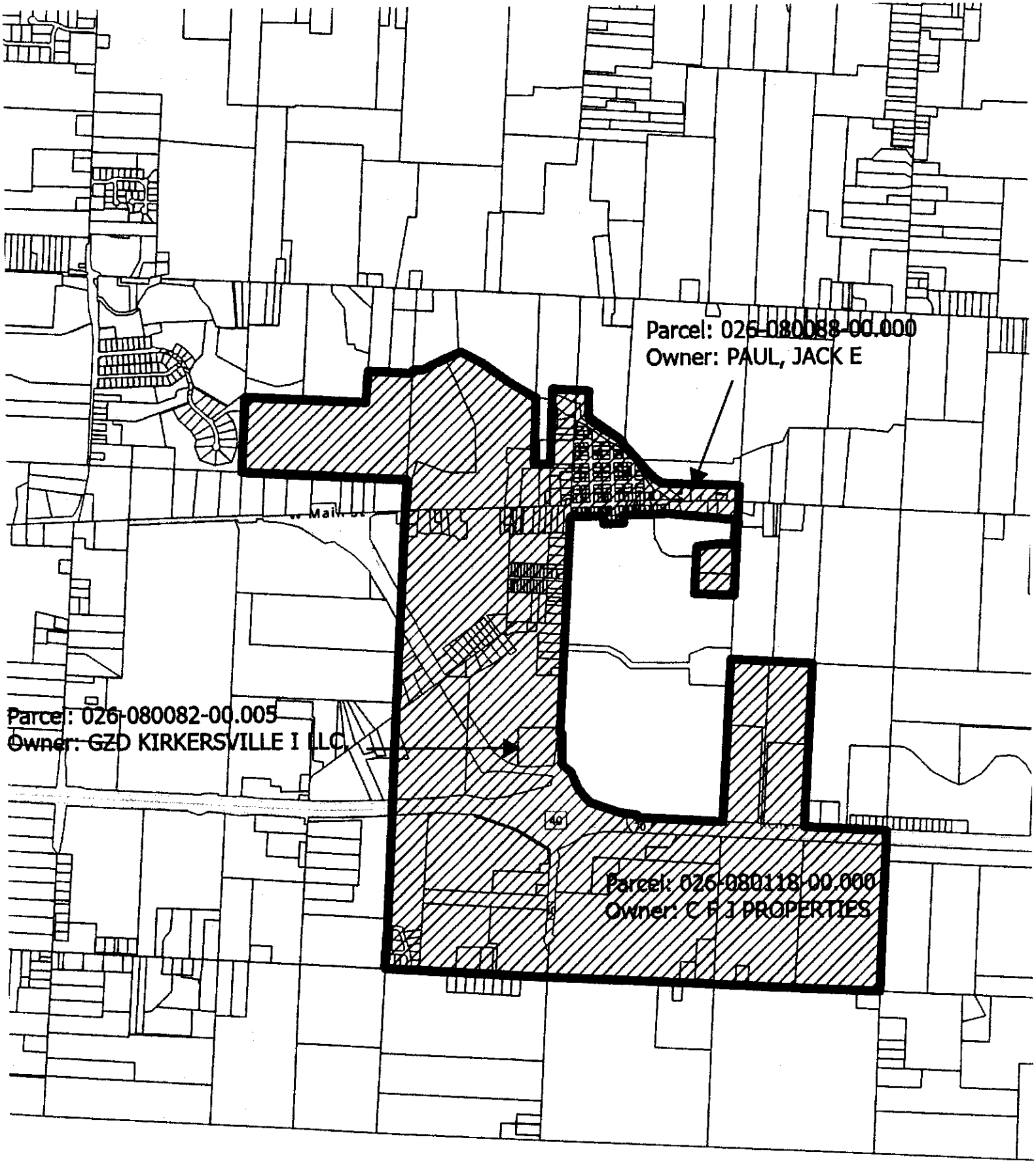
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with Kirkersville's taking title to any Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of Kirkersville that are determined by Kirkersville to directly benefit the Property.

EXHIBIT D

Schedule for the Collection of the Income Tax

The Kirkersville Union Hebron Joint Economic Development District No. 1 (the "District") to be created pursuant to the Joint Economic Development District Contract (the "Contract") by and between the Village of Kirkersville, Ohio (the "Kirkersville"), the Village of Hebron, Ohio ("Hebron"), and Union Township (Licking County), Ohio ("Union") authorizes and anticipates the levy by the board of directors of the JEDD (the "Board") of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the Village (currently 1.5%) for distribution to the Board, Union, Kirkersville, Hebron, and the Southwest Licking Community Water and Sewer District.


Parcel: 026-080088-00.000
Owner: PAUL, JACK E
Parcel: 026-080082-00.005
Owner: GZD KIRKERSVILLE I LLC
Parcel: 026-080118-00.000
Owner: C F J PROPERTIES
Village of Kirkersville
JEDD Parcels
Licking County Parcels
Future Infrastructure Area
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS,
(c) OpenStreetMap contributors, and the GIS User Community

RESOLUTION NO: 10-2025

ADOPTED: _____

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A PERSONAL SERVICE AGREEMENT FOR LEGAL SERCVICES WITH ISAAC WILES BURKHOLDER & MILLER, LLC AND DECLARING AN EMERGENCY

WHEREAS, in July 2009, the Village of Kirkersville retained a young attorney (Brian M. Zets) and his law firm (fka Wiles, Boyle, Burkholder & Bringardner, LLC) to serve as its Village Solicitor; and

WHEREAS, this professional relationship continued successfully over the years. The last contract executed between Brian Zets and the Village was executed in July 2015; and

WHEREAS, Attorney Brian Zets and his law firm (nka Isaac Wiles Burkholder & Miller, LLC) has not changed their rates in the last sixteen years, but now are requesting a modest increase; and

WHEREAS, Council for the Village of Kirkersville is pleased with the level of service and work that has been performed by its Village Solicitor, and wants to continue this professional relationship; and

WHEREAS, Council for the Village of Kirkersville now wants to retain the services of Isaac Wiles Burkholder & Miller, LLC, and in particular, attorney Brian M. Zets, to serve as Village Solicitor.

NOW, **THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE VILLAGE OF KIRKERSVILLE, LICKING COUNTY, OHIO THAT:

SECTION 1: The Mayor and Fiscal Officer are hereby authorized and directed to enter into an Agreement for Legal Services, in substantially the same format and content, as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Kirkersville.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision making bodies of the Village of Kirkersville which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 4: This Resolution is hereby declared an emergency measure necessary for the health, safety, and welfare of the residents of the Village and for the further reason that the Village needs to enter into this agreement as soon as possible to have uninterrupted legal services and advice Wherefore, provided this Resolution receives the required affirmative votes of Council, it shall take effect and be in full force immediately upon passage by Council.

Passed in Council this ____ day of _____ 2025.

_____
Terry Ashcraft, Mayor

ATTEST: _____
Clerk of Council

APPROVED:

Approved as to form this 22nd day of May 2025:

_____
Brian M. Zets
Village Solicitor

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (the "Agreement") is entered into by and between Isaac Wiles Burkholder & Miller, LLC ("Isaac Wiles") and the Village of Kirkersville (the "Village").

In consideration of the mutual promises contained herein, Isaac Wiles and the Village agree as follows:

1. **Purpose of Representation.** Pursuant to the laws of the State of Ohio, the Village hereby retains Isaac Wiles to serve as Village Solicitor for the Village and its elected and appointed officials. As Solicitor, Isaac Wiles shall be responsible for performing all duties pursuant to all Village Ordinances and laws of the State of Ohio.

2. **Scope of Representation.** Isaac Wiles shall from the time when called upon by members of Village Council or any other Village Official, render any and all such legal services as Village Solicitor as may be requested, including but not limited to: Prosecute Mayor's Court; prosecute in Licking County Municipal Court; ordinance and document preparation; initiate and defend litigation (administrative, state, or federal actions); draft and review contracts or other written documents; respond to inquiries; draft legal memoranda; provide legal representation in conjunction with specific transactions; advise the Village on legal issues as may be specifically requested; and perform any other duties as requested by the Village, its Council, or Officials, elected or appointed.

   Isaac Wiles shall attend all regular and special meetings of Village Council, and other public, regular, or special meetings, when requested to do so by the Village.

   General direction on all legal matters shall be given to Isaac Wiles through Village Council, the Mayor, and/or the Fiscal Officer. Isaac Wiles will perform only such legal services for the Village that are authorized and requested.

3. **Compensation.** Isaac Wiles shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred and shall submit same to the Village's Fiscal Officer immediately following the month in which such services were rendered and funds advanced and expenses incurred for and on behalf of the Village.

For all general matters, litigation, and County Prosecution matters, the Village shall pay Isaac Wiles for all legal services rendered at an hourly rate. Time devoted by attorneys will be charged at a rate of $150.00 per hour and time devoted by paralegals will be charged at a rate of $95.00 per hour, payable monthly.

The Village shall reimburse Isaac Wiles for all costs advanced on behalf of the Village. The Village also shall reimburse Isaac Wiles for expenses incurred for large copy projects and any necessary miscellaneous charges incurred by Issac Wiles on behalf of the Village.

Payment is due by the Village upon receipt of the statement. In the event the Village should disagree with, dispute, or question the amount stated to be due under any statement which was issued, the Village agrees to communicate such disagreement, dispute or question to Isaac Wiles in writing within 30 days following receipt of such statement. In the absence of such written communication regarding the amount stated to be due under any statement within such time, Isaac Wiles shall be entitled to assume the Village has agreed to the amount of such statement and will pay the same amount within 30 days following receipt of such statement.

6. **Designation of Village Solicitor.** Brian M. Zets, an attorney with Isaac Wiles, shall be designated as Village Solicitor and shall be the primary attorney and contact person for the Village. All other attorneys at Isaac Wiles are Assistant Solicitors when acting on behalf of the Village.

7. **Term of Agreement.** It is agreed and understood by and between the Village and Isaac Wiles that the term of this Agreement shall be for two years, beginning June 1, 2025, and shall be terminable by either Isaac Wiles or the Village upon thirty (30) days written notice.

8. **Settlement Authority.** No settlement of any nature shall be made for any Village claim or suit without approval of the Village Council.

9. **Professional Liability Insurance.** The Solicitor, as well as all Isaac Wiles attorneys providing services on behalf of the Village, shall at all times maintain professional liability insurance in an amount satisfactory to the Village and shall provide evidence of such coverage upon request of the Village.

10. **Conflicts of Interest.** Given the fact that Isaac Wiles represents other Ohio municipalities and non-municipal clients, in addition to the Village, Isaac Wiles will take reasonable efforts to recognize and disclose to the Village any potential conflict. Isaac Wiles and the Village acknowledge and understand that conflicts of interest between the Village and other clients of Isaac Wiles could occur from time to time. It is possible that during the time Isaac Wiles is serving as Village Solicitor, some of Isaac Wiles's present or future clients will have disputes or

transactions with the Village. The Village agrees Isaac Wiles may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to Isaac Wiles's work for the Village, even if the interests of such clients in those other matters are directly adverse. Isaac Wiles agrees, however, that the Village's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation of the Village, Isaac Wiles has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to the Village's material disadvantage.

11. **Applicable Laws.** Isaac Wiles shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of the Agreement.

12. **Notices.** All Notices and other communications mandated hereunder shall be in writing and will be deemed to have been given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return receipt requested to the following addresses:

If to the Village of Kirkersville:

Mayor Terry Ashcraft
VILLAGE OF KIRKERSVILLE
135 North Fourth Street
P.O. Box 211
Kirkersville, Ohio 43033

If to Isaac Wiles:

Brian M. Zets
ISAAC WILES BURKHOLDER
& MILLER, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

13. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforceable to the greatest extent permitted by law and the remainder of the Agreement and the application of such provisions to the other persons or circumstances shall be affected thereby and shall be enforced to the greatest extent of the law. The intent of this Section is that if any provisions are found invalid, void, or unenforceable, they are to be served from the Agreement, and the remaining provisions shall be considered independent, valid, and enforceable.

14. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles.

15. **Entire Agreement.** The Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Village and Isaac Wiles. The Agreement may be amended or modified only in writing executed by the Village and Isaac Wiles.

16. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village or Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Party are void.

17. **Personal Service Contract.** The Village and Isaac Wiles agree the Agreement is, and is intended to be, a "personal service contract" as recognized in R.C. 145.012 and as identified in the Ohio Administrative Code. The Agreement is, and is intended to be, a formal bilateral written contract between the Village and Isaac Wiles, as required by the Ohio Revised Code. The Village and Isaac Wiles agree that since this is a personal service contract, no Public Employee's Retirement System deductions will be made from Isaac Wiles' compensation nor paid to the Public Employee's Retirement System of Ohio.

VILLAGE OF KIRKERSVILLE

By: _____
Terry Ashcraft, Mayor

By: _____
Shirley Roskoski, Fiscal Officer

ISAAC WILES BURKHOLDER & MILLER, LLC

By: _____
Brian M. Zets, Managing Partner

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

_____ _____

Date Shirley Roskoski, Fiscal Officer

Fund Status

As Of 6/2/2025

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
1000	General	24.257%	$171,076.16	$0.00	$171,076.16
2011	Street Construction Maint. & Repair	10.934%	$77,116.29	$0.00	$77,116.29
2021	State Highway	5.042%	$35,556.27	$0.00	$35,556.27
2061	State Grant	0.000%	$0.00	$0.00	$0.00
2062	State Grant	0.102%	$720.00	$0.00	$720.00
2081	Drug Law Enforcement	0.562%	$3,964.11	$0.00	$3,964.11
2082	Indigent Drivers Interlock & Alcohol Mon	0.057%	$400.00	$0.00	$400.00
2151	Coronavirus Relief Fund	0.000%	$0.00	$0.00	$0.00
2152	American Rescue Plan	0.002%	$15.00	$0.00	$15.00
2271	Enforcement and Education	0.011%	$80.00	$0.00	$80.00
2901	Mayor's Court Computer Fund	0.191%	$1,344.86	$0.00	$1,344.86
2902	Other Special Revenue	0.000%	$0.00	$0.00	$0.00
4901	Other Capital Projects	0.000%	$0.00	$0.00	$0.00
5201	Sewer Operating	58.842%	$414,989.15	$0.00	$414,989.15
9901	Other Agency	0.000%	$0.00	$0.00	$0.00
	All Funds Total		$705,261.84	$0.00	$705,261.84
				Pooled Investments	$0.00
				Secondary Checking Accounts	$0.00
				Available Primary Checking Balance	$705,261.84

Last reconciled to bank: 05/31/2025 -- Total other adjusting factors: $0.00

Payment Listing

5/7/2025 to 6/30/2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
151-2025	05/07/2025	05/07/2025	EW	US Treasury	$730.00	C
154-2025	05/14/2025	05/14/2025	CH	Time Warner Cable	$183.89	C
155-2025	05/14/2025	05/14/2025	CH	Time Warner Cable	$266.72	C
156-2025	05/14/2025	05/14/2025	CH	U. S. Bank Equipment Finance	$153.39	C
159-2025	05/14/2025	05/14/2025	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	$1,846.60	C
160-2025	05/21/2025	05/21/2025	CH	Isaac Wiles	$1,069.90	C
161-2025	05/21/2025	05/21/2025	CH	Isaac Wiles	$1,209.00	C
162-2025	05/21/2025	05/21/2025	CH	Ohio Treasurer	$1,303.77	C
166-2025	06/02/2025	06/02/2025	CH	Verizon Wireless	$120.33	O
167-2025	06/02/2025	06/02/2025	CH	Columbia Gas of Ohio	$57.98	O
168-2025	06/02/2025	06/02/2025	CH	Columbia Gas of Ohio	$85.43	O
169-2025	06/02/2025	06/02/2025	CH	Columbia Gas of Ohio	$70.54	O
170-2025	06/02/2025	06/02/2025	CH	American Electric Power	$143.97	O
171-2025	06/02/2025	06/02/2025	CH	EFS LLC	$220.96	O
172-2025	06/02/2025	06/02/2025	CH	Treasurer of State of Ohio	$762.00	O
176-2025	05/23/2025	06/02/2025	CH	American Electric Power	$749.19	C
177-2025	06/02/2025	06/02/2025	CH	Park National Bank	$328.30	O
178-2025	06/02/2025	06/02/2025	CH	American Electric Power	$91.04	O
179-2025	06/02/2025	06/02/2025	CH	American Electric Power	$36.76	O
180-2025	06/02/2025	06/02/2025	CH	South Central Power	$16.00	O
14594	05/07/2025	05/07/2025	PR	Jack V Christy	$497.21	C
14595	05/07/2025	05/07/2025	PR	TERRY W. ASHCRAFT	$370.41	C
14596	05/07/2025	05/07/2025	PR	Victoria H Coe	$1,114.92	C
14597	05/14/2025	05/14/2025	PR	Gabriel L Poling	$1,413.79	C
14598	05/14/2025	05/14/2025	PR	Shirley A Roskoski	$478.79	C
14600	05/14/2025	05/14/2025	AW	Rinehart-Walters-Danner	$16,464.00	C
14601	05/14/2025	05/14/2025	AW	Traffic Logix Corp	$6,300.00	O
14602	05/14/2025	05/14/2025	AW	Silco Fire and Security	$249.88	C
14603	05/14/2025	05/14/2025	AW	Slone Tree Service	$1,400.00	C
14605	05/14/2025	05/14/2025	AW	Kevin C. Shannon, Esq.	$300.00	C
14606	05/14/2025	05/14/2025	PR	Victoria H Coe	$72.60	O
14608	05/27/2025	05/27/2025	PR	Gabriel L Poling	$1,413.79	O
14609	05/27/2025	05/27/2025	PR	Shirley A Roskoski	$478.79	C
14611	06/02/2025	06/02/2025	AW	Arcadis Engineering Services Inc.	$6,571.00	O
14614	06/02/2025	06/02/2025	PR	Jack V Christy	$540.01	O
14615	06/02/2025	06/02/2025	AW	Licking Regional Water District	$23.43	O
14616	06/02/2025	06/02/2025	PR	TERRY W. ASHCRAFT	$370.41	O
14617	06/02/2025	06/02/2025	PR	Victoria H Coe	$1,294.76	O
14618	06/02/2025	06/02/2025	PR	Holly Branham	$243.26	O
14619	06/02/2025	06/02/2025	PR	Darren M Coe	$243.26	O
14620	06/02/2025	06/02/2025	PR	Mark A Davis	$246.64	O
14621	06/02/2025	06/02/2025	PR	James D Kincaid	$245.29	O
14622	06/02/2025	06/02/2025	PR	Carrie M Slone	$246.64	O
14623	06/02/2025	06/02/2025	PR	David E Engel	$234.36	O
				Total Payments:	$50,259.01	
				Total Conversion Vouchers:	$0.00	

Payment Listing

5/7/2025 to 6/30/2025

Total Less Conversion Vouchers:	$50,259.01

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.