



**GERMAN TOWNSHIP BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING HELD ON MARCH 9, 2021**

The meeting was held at the German Township Hall located at 12102 St. Rt. 725 West, Germantown, OH 45327 and virtually using WebEx.

The SPECIAL MEETING was called to order by President Tyler Rehmert at 6:08 pm. In attendance were:

**President Tyler Rehmert
Fiscal Officer Mark Heistand**

Vice-President Abra Reed

**Trustee Jacob Stubbs
WebEx Facilitator Halie Sewell**

ONLINE PUBLIC OFFICIALS FROM GERMANTOWN, FARMERSVILLE AND JACKSON TOWNSHIP:

Name	Name	Name	Name
Nick Lamb	Brian Wafzig	Mike Moyer	

OTHER ONLINE ATTENDEES:

Name	Name	Name	Name
Brenda Wehmer	Karen Carmickle	Mark Keener	Deb Cross
David Gehron	Abigail Hale-Dennis		

The Germantown Press was notified of the Special Meeting on 2/19/21 at 11:53 am.

Mr. Rehmert led the group in the Pledge of Allegiance.

The announced purpose of the Special Meeting was:

- To meet with representatives from the City of Germantown, the Village of Farmersville, and Jackson Township to discuss a proposed Joint Economic Development District (JEDD) at the southwest corner of Manning Road and Germantown-Farmersville Pike for land owned by the Valley View School District.

JEDD DISCUSSION:

At the meeting Brian Wafzig represented Germantown, Nick Lamb represented Farmersville, and Mike Moyer represented Jackson Township. Also present was JEDD attorney Brenda Wehmer of the law firm Dinsmore & Shohl LLP. The above parties attended the meeting virtually.

The Trustees, along with Messrs. Wafzig, Lamb and Moyer and Ms. Wehmer, discussed the potential JEDD at the site where the new Valley View school building will be built. The meeting continued discussions held at previous meetings on 10/10/20, 11/18/20, 12/16/20, 1/13/21, 1/26/21 and 2/11/21.

Discussion during the course of the meeting included the following:

- Mr. Rehmert noted that the following documents were distributed to all parties prior to the meeting: (1) a revised draft of the JEDD Contract, a draft of the JEDD By-Laws and a draft of the Economic Development Plan; and (2) the JEDD Agreement between the Village of Burton and Burton Township in Geauga County related to land owned by the Berkshire Local School District.
- Mr. Rehmert asked Ms. Wehmer if German Township could grant property tax exemptions to the JEDD. She stated that a paragraph was added to Section 9 giving the Township this right.
- Mr. Rehmert asked Ms. Wehmer if the Township could waive zoning fees (which he estimated at \$15-\$20,000). She noted that water and sewer tap in fees can't be waived, but she wasn't sure if there are similar restrictions for zoning fees.
- Mr. Wafzig noted language in Section 4 of the JEDD Agreement stating that no electors live within the JEDD and no part of the territory is zoned for residential use. He asked about the house that Valley View recently purchased from Bill & Sharon Phillips which is slated to be part of the JEDD. Ms. Wehmer stated that the house parcel will have to be excluded from the JEDD if it has residential zoning. Ms. Sewell, German Township Zoning Inspector, indicated that the Phillips parcel is zoned agricultural with a residential use.
- Mr. Wafzig commented on the \$750 liability noted in Section 6. He felt the limit should be higher due to the anticipated cost of a final audit (estimated at \$3,500 based on a similar sized JEDD) and requested the amount be changed to \$5,000. Mr. Rehmert suggested \$2,500.
- Mr. Wafzig discussed Section 7 and the need to determine the split of the legal fees as well as the amount to be contributed by each jurisdiction for initial JEDD expenses. He first suggested \$20,000, to include \$10,000 for starting cash and \$10,000 for legal fees. He later suggested the amount be reduced to \$15,000. He stated that the legal fees now total \$8,500.
- Mr. Wafzig noted that Section 7 stated that German Township would maintain the JEDD documents and respond to public records requests. A discussion ensued concerning which entity should have the responsibility for responding to records requests, audit questions and handle JEDD payments. Mr. Heistand stated his unwillingness to obligate the Township to perform these functions since the records wouldn't have been prepared by the Township.
- Mr. Wafzig thought that Germantown might be willing to take on records responsibilities. Ms. Wehmer noted that for most JEDDs the municipality uses its JEDD Board representative to appoint someone who handles these responsibilities on behalf of the JEDD. Mr. Wafzig stated that if Germantown handles the records, the City should be allowed to bill the JEDD for these services based on hours expended. A discussion ensued concerning the quantity of JEDD bills to be paid and the frequency of JEDD Board meetings.
- Regarding Section 9, Mr. Wafzig questioned if language addressing the delivery of notices for special JEDD Board meetings required that paper copies be hand delivered. Ms. Wehmer then suggested using the address of the entity holding JEDD records as the JEDD's mailing address.
- Concerning Section 10, Mr. Wafzig noted the language stating that the JEDD would use the Farmersville income tax code and that collections would be administered by Farmersville. He raised the possibility that at the some point in the future the tax administration responsibilities could possibly change to Germantown or a contracted outside party.
- Mr. Wafzig commented on the language in Section 10 concerning 2% of collections being set aside by the JEDD for long-term maintenance of the JEDD district. He noted that, in addition to the maintenance hold back, 4% should also be set aside for tax collection fees and 2-10% should be set aside for escrow payments. He questioned if these amounts were adequate.

- Commenting on the draft By-Laws, Mr. Wafzig requested that the JEDD Secretary and Treasurer be noted as two separate positions since they are listed as two positions in the JEDD Contract.
- Mr. Rehmert questioned several sections in the draft Economic Development Plan, particularly Schedule A. He asked if these provisions are commitments of the four jurisdictions. Ms. Wehmer responded that the Schedule A provisions must comply with state statutes, but are intentionally vague.
- **Visitor Mark Cross, 7444 S. Stiver Road:** Dr. Cross commented that the Economic Development Plan is designed to be a general guideline and is not specific. He stated that this is a plan, not a contract.
- The parties agreed to split the \$15,000 contribution for legal and administrative costs using the same percentages as the tax revenue split.
- Mrs. Reed stated that the zoning fee issue needs to be resolved by the Township. She wondered if waiving the fee would set a precedent for the Township.
- **Visitor Mark Cross:** Dr. Cross discussed the following points:
 - He stated his opinion that the Township should not waive the zoning fees.
 - He asked if the draft JEDD Contract will be made available online. Mr. Wafzig answered that Germantown will post the Contract on its website.
 - He stated that although the Village of Burton JEDD is similar to this situation, it is different in the fact that the JEDD property did not contain any existing buildings.
 - He asked if JEDD Board members will serve without compensation and if the terms will be staggered. Ms. Wehmer confirmed that Dr. Cross was correct on both items.
 - He stated his belief that the fifth JEDD Board member should be a local businessperson.
 - He asked about the school's timeline. Mr. Lamb said construction should start in mid-2022, with occupancy in the 2023-2024 school year.
 - Dr. Cross then read a statement about the fairness of taxing employees who will receive no benefit from the JEDD. He asked if this was a money grab by the four jurisdictions.
- Mr. Rehmert wondered why the school district would want to approve a petition to have the JEDD created. He questioned what benefit it would be to the school. Mr. Wafzig responded by asking if it is fair to the employees to get JEDD benefits without paying any tax.
- The parties agreed to meet again on Thursday, 4/8/21 at 6:00 pm.
- Ms. Wehmer reminded the parties that she needs a map and legal descriptions for Exhibit A of the Contract.

MEETING ADJOURNED:

- With no further business, Mr. Rehmert made a MOTION, seconded by Mr. Stubbs, to adjourn. The MOTION WAS APPROVED by a unanimous voice vote. The Meeting adjourned at 7:56 pm.

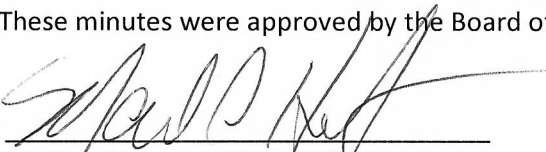
Signed: _____



Tyler Rehmert, President, Board of Trustees

Attest: These minutes were approved by the Board of Trustees at their meeting on April 12, 2021.

Signed: _____



Mark A. Heistand, Fiscal Officer