

**GRANVILLE VILLAGE COUNCIL**

**AGENDA**

**May 1, 2024**

**7:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. SWEARING IN OFFICER DARREN FIELDS**
- 6. PRESENTATION OF STUDENT ARTS AWARDS TO ROXY WAGGONER & LYNDY VAN HORN**
- 7. CITIZENS COMMENTS**
- 8. PUBLIC HEARING**
  - A. **ORDINANCE NO. 08-2024** AN ORDINANCE TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT BETWEEN THE VILLAGE OF GRANVILLE AND THE BOARD OF TOWNSHIP TRUSTEES OF GRANVILLE TOWNSHIP TO ESTABLISH A JOINT ECONOMIC DEVELOPMENT DISTRICT IN GRANVILLE TOWNSHIP
- 9. OLD BUSINESS**
  - A. **ORDINANCE NO. 08-2024** AN ORDINANCE TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT BETWEEN THE VILLAGE OF GRANVILLE AND THE BOARD OF TOWNSHIP TRUSTEES OF GRANVILLE TOWNSHIP TO ESTABLISH A JOINT ECONOMIC DEVELOPMENT DISTRICT IN GRANVILLE TOWNSHIP
- 10. NEW BUSINESS**
  - A. **RESOLUTION NO. 2024-39** A RESOLUTION ESTABLISHING A MORATORIUM ON THE ISSUANCE AND PROCESSING OF PERMITS RELATED TO THE CULTIVATION, PROCESSING, OR DISPENSING OF RECREATIONAL MARIJUANA WITHIN THE VILLAGE OF GRANVILLE, OHIO

- B. **RESOLUTION NO. 2024-40** A RESOLUTION TO AMEND RESOLUTION NO. 2024-28 TO EXTEND THE CONTRACT FOR GROUND MAINTENANCE FOR 2024, TO LEGEND LAWN AND LANDSCAPE, AND TO AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT THEREFORE
- C. **RESOLUTION NO. 2024-41** A RESOLUTION TO APPOINT MEMBERS TO THE ENVIRONMENTAL SUSTAINABILITY COMMITTEE
- D. **ORDINANCE NO. 09-2024** AN ORDINANCE TO AMEND THE VILLAGE OF GRANVILLE CHARTER ARTICLE VIII, BOARDS AND COMMISSIONS
- E. **ORDINANCE NO. 10-2024** AN ORDINANCE TO AMEND ORDINANCE NO. 23-2023 PROVIDING FOR ADJUSTMENTS OF THE ANNUAL BUDGET FOR THE FISCAL YEAR 2024 AND REVISING SUMS FOR OPERATING EXPENSES

**11. REVIEW AND APPROVAL OF MINUTES**

Minutes from the Village Council Meeting of April 17, 2024

**12. COMMITTEE / COMMISSION / BOARD REPORTS**

Granville Community Foundation (Olbur)

Granville Recreation District (Johnson)

Planning Commission (Mickelson)

Granville Arts Commission (Keethler Ball)

Bryn Du Commission (Demarest)

Open Space Committee (Johnson)

Tree & Landscape Commission (Leithauser)

Union Cemetery (Demarest)

Environmental Sustainability Committee (Mickelson)

Education Foundation (Leithauser)

**13. OTHER COUNCIL MATTERS**

**14. OTHER STAFF MATTERS**

**15. MEETING ANNOUNCEMENTS**

May 04	Planning Commission	6:00 P.M.
May 06	Community Foundation	6:30 P.M.
May 09	BZBA Meeting	5:30 P.M.
May 13	Planning Commission	6:00 P.M.
May 14	Tree & Landscape	7:00 P.M.
May 14	Environmental Sustainability	3:15 P.M.
May 15	Village Council	7:00 P.M.
May 16	Education Foundation (GEF)	7:00 P.M.
May 18	Recreation District (GRD)	6:00 P.M.
May 20	Arts Commission	7:00 P.M.
May 23	Bryn Du Commission	7:00 P.M.

**16. EXECUTIVE SESSION-** Pursuant to O.R.C. 121.22(G) (3) Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

**17. ADJOURNMENT**

BY:

**ORDINANCE NO. 08-2024**

**AN ORDINANCE TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT BETWEEN THE VILLAGE OF GRANVILLE AND THE BOARD OF TOWNSHIP TRUSTEES OF GRANVILLE TOWNSHIP TO ESTABLISH A JOINT ECONOMIC DEVELOPMENT DISTRICT IN GRANVILLE TOWNSHIP**

**WHEREAS**, pursuant to Ohio Revised Code (“R.C.”) Chapter 715 (“General Powers”), the Village of Granville (the “Village”) and Granville Township (the “Township”) desire to execute a Joint Economic Development District Contract (the “JEDD Contract”), creating the Granville Township Joint Economic Development District #1 (the “District”); and

**WHEREAS**, the District encompasses non-residential parcels in portions of southwest Granville Township (the “JEDD Area”), as identified and mapped in the JEDD Contract; and

**WHEREAS**, the purpose of the District is to facilitate economic development; create or preserve jobs and employment opportunities; strengthen the tax base for public schools, and improve the economic welfare of the community; and

**WHEREAS**, pursuant to the JEDD Contract, a Board of Directors (the “Board”) shall be established to administer the provisions of the contract and impose a tax on income withheld from employees working within the JEDD Area and on net business profits situated to the JEDD Area; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Granville, Ohio does hereby authorize the Village Manager to enter into the attached Joint Economic Development District Contract with the Board of Township Trustees of Granville Township:

**Section I.** The Parties enter into this to facilitate the creation of a. A copy of the is attached hereto and marked as Exhibit A.

Passed this 1<sup>ST</sup> day of May, 2024.

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Mayor Melissa Hartfield

ATTEST:

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Autumn Klein, Clerk of Council

APPROVED AS TO FORM:

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William Mattes, Law Director

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

**BY AND BETWEEN THE**

**VILLAGE OF**

**GRANVILLE, OHIO**

**AND**

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

**Dated as of**

**\_\_\_\_\_ , 2024**

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

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

**WITNESSETH:**

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

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

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

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

(Remainder of Page Intentionally Left Blank)

## ARTICLE I DEFINITIONS

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

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

“Effective Date” means the date immediately succeeding the occurrence of all of the following: (i) the Village’s and Township’s execution of this Contract, (ii) the thirty-second (32<sup>nd</sup>) day after the adoption of the Township’s resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the Village’s ordinance authorizing this Contract.

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

“JEDD Area” means the real property described and depicted on Exhibit A attached hereto and incorporated herein by this reference, as amended from time to time.

“JEDD” means the Granville Township - Village of Granville Joint Economic Development District No. 1 created pursuant to the JEDD Statutes and this Contract and includes the JEDD Area.

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

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the Village providing for the Village to (i) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

“JEDD Statutes” means Ohio Revised Code Section 715.72.

“Net Revenues” means Gross Revenues less (a) the costs due to the Village pursuant to the JEDD Income Tax Agreement, (b) reimbursements to the Village and/or Township for documented out-of-pocket expenses incurred establishing the JEDD, (c) reimbursements to the Village and/or Township for amounts expended pursuant to Section 6.4 of this Contract, (d) the costs of the Township enforcing its zoning code within the JEDD Area, including reasonable attorney fees, and (e) an amount sufficient to pay the Board, to the extent the funds then available to the Board are insufficient, any costs of an audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction.

**Section 1.2 Interpretations.** Any reference herein to the Village, the Township or the Board or to any officer or employee of the Village, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

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

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

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

**Section 1.3 Captions and Headings.** The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

## **ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT**

**Section 2.1 Creation and Territory.** The Village and the Township hereby create the “Granville Township – Village of Granville Joint Economic Development District No. 1” consisting of real property described and depicted in Exhibit A to this Contract. The provisions set forth in Ohio Revised Code Section 715.72(R) shall apply to the unincorporated territory of the Township located in the JEDD.

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

**Section 2.3 Contributions.**

(a) The Township:

(i) shall furnish or cause to be furnished to the JEDD all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD



Area, including, but not limited to, zoning and zoning enforcement, maintenance of township roads, fire protection/emergency medical services, snow removal and general administration. Police services will continue to be provided by the Licking County Sheriff's Office.

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

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

(b) The Village:

(i) shall provide the services set forth in the JEDD Income Tax Agreement.

(ii) sanitary sewer service and water service shall be provided pursuant to a separate agreement between the Village and Township, which agreement will address the 'Non-Protected Areas' consistent with Section 2.5 below (the "Sewer and Water Agreement").

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

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

**Section 2.5 Annexation; Future JEDDs; Zoning.** Pursuant to Ohio Revised Code Section 715.72(R)(2), the entirety of the unincorporated area of the Township shall be protected from annexation, merger and/or consolidation with the Village during the term of this Contract, with the exception of the areas depicted as the "Non-Protected Area" and the "JEDD Parcels" on Exhibit C attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Non-Protected Areas"). Properties in the Non-Protected Areas requesting Village utilities shall receive Village sanitary sewer and water services provided those properties either: (1) become part of the JEDD Area and pay the JEDD Income Tax, or (2) annex into the Village. Upon annexation, JEDD Parcels (current and any future properties that become part of the JEDD Area) shall be removed from the JEDD and relieved of the obligation to pay the JEDD Income Tax. The Township may not establish any other joint economic development districts in the Non-Protected Area during the term of this Contract without the express written approval of the Village.

On the Effective Date, none of the JEDD Area is zoned for residential use. On and after the Effective Date, Granville Township agrees to implement and maintain only office, commercial, and industrial zoning within the JEDD Area.

**Section 2.6 Public Utilities Infrastructure.** As required by Ohio Revised Code Section 715.72(F)(8), the Township and the Village estimate the total cost of providing public utility

services, facilities and improvements to the JEDD Area to be approximately Twenty Million and 00/100 Dollars (\$20,000,000.00) as further described in the estimate prepared by V3 Companies that is attached hereto as Exhibit D and incorporated herein by this reference (the “Public Utilities Infrastructure”). The costs associated with the Public Utilities Infrastructure are anticipated to be paid through a combination of (i) JEDD Income Tax revenues paid to the Village as set forth in Section 5.2 hereof, (ii) tax increment financing revenues, and (iii) other lawful sources as described in separate agreements between the Township and the Village. As noted in Exhibit D, a portion of the Public Utilities Infrastructure is expected to be completed within 5 years of the Effective Date.

### **ARTICLE III TERM**

**Section 3.1 Term.** The term of this Contract shall commence on the Effective Date and shall terminate fifty (50) years thereafter (the “Initial Term”); provided, however, that there shall be automatic twenty-five (25) year renewals (each a “Renewal Period”) after the expiration of the Initial Term unless either the Village or the Township provides written notice to the other that its respective legislative authority has, by resolution or ordinance, terminated the Contract not earlier than 365 days and not later than 180 days prior to the commencement of any Renewal Periods.

**Section 3.2 Prior Termination.** Notwithstanding Section 3.1, this Contract may be terminated prior to expiration of the Initial Term or any Renewal Period if both the Village and the Township, by their respective legislative authority, terminate the Contract by ordinance or resolution. The Contract shall be terminated on the date that the last required resolution or ordinance is approved by the appropriate legislative authority. Additionally, the Contract shall be terminated:

- (a) if the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date; or
- (b) if a final order of a court of competent jurisdiction invalidates the levy of the JEDD Income Tax and no appeal of such order has been filed or the period for such appeal has lapsed.

The termination of this Contract pursuant to (a) or (b) above shall be effective on the date one year after the Effective Date or the date the final order is executed.

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

- (a) the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and
- (b) the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and
- (c) after all expenses are paid by the Board, 15% of any remaining assets of the JEDD shall be distributed to the Village and 85% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the Village and the Township must agree on the value of such assets for their distribution; and

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

#### **ARTICLE IV THE BOARD**

##### **Section 4.1    Creation, Membership and Appointment of the Board.**

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

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

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

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

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

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

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

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

(h) The Chairperson shall be the Board member selected by the other Board members as set forth in R.C. 715.72.

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

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

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

**Section 4.3 Powers and Duties of the Board.**

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

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

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

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

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

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

(ii) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental or appurtenant thereto and the use thereof; and

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

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

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

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

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

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

(ix) employ managers or other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the JEDD; and

(x) receive and accept from any federal or state agency, the Township, the Village or other persons grants for or in aid of the construction, maintenance or repair of any JEDD facility, for research and development with respect to JEDD facilities or for programs or other projects of the JEDD, and receive and accept aid or contributions from any source money, property, labor or other items of value, to

be used and applied for the purposes of such grants, aids or contributions and this Contract; and

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

## ARTICLE V JEDD INCOME TAX

**Section 5.1 Authorization to Levy JEDD Income Tax.** The Board is hereby authorized to enact legislation to (a) levy the JEDD Income Tax at the rate levied by the Village on the income of individuals and the net profits of businesses (1.5% as of the Effective Date), and (b) adopt regulations, rules or code for the administration, collection and enforcement of the JEDD Income Tax. If the income tax rate levied by the Village exceeds one and one-half percent (1.5%) after the Effective Date, the JEDD Income Tax rate shall remain at 1.5% unless otherwise agreed upon by the Village and the Township pursuant to a duly authorized amendment to this Contract. In the event that the income tax rate levied by the Village is reduced below 1.5%, the JEDD Income Tax rate shall be adjusted to be equal to the then-maximum rate levied by the Village.

**Section 5.2 Allocation of Proceeds of the JEDD Income Tax.** The Village shall, on behalf of the JEDD, and pursuant to the JEDD Income Tax Agreement, collect and administer the JEDD Income Tax.

(a) Gross Revenues shall be allocated and paid in the following priority: (i) to the Village, the amount then due pursuant to the JEDD Income Tax Agreement, (ii) to the Village and Township, the documented out-of-pocket expenses incurred to establish the JEDD, (iii) to the Village and/or the Township, an amount necessary to reimburse the Village and/or the Township for amounts expended pursuant to Section 6.4, (iv) pay the Township for the costs of enforcing its zoning code within the JEDD Area, including reasonable attorney fees, and (v) to the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction.

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

(c) Net Revenues shall be allocated and paid as follows: 30% to the Village, 60% to the Township, and 10% to the Board. Net Revenues, and the allocation thereof, are subject to the terms and conditions of the Sewer and Water Agreement.

(d) Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business

day), the Village shall, on behalf of the JEDD (i) pay from the Gross Revenues to the Village the amounts then due pursuant to (a) above, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the Village and the Township pursuant to (c) above, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDD Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each business. In the event that any amount due from the Net Revenues to the Board, the Village or the Township is a negative amount, then that negative amount shall be set off against the next amount to be paid.

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

## **ARTICLE VI MISCELLANEOUS**

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

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

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

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

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

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

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

The engineering and surveying expenses and fees which were incurred by the Village in preparing both a description of the JEDD and a map denoting the boundaries of the JEDD Area shall be reimbursed from Gross Revenues prior to any distributions to the JEDD parties. If the Gross Revenues are insufficient at any time to pay any such expenses and fees, the Township shall be reimbursed when such revenues are available for that reimbursement.

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

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

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

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

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

**Section 6.9 Notices and Payments.** All notices, demands, payments, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to:

- (A) Village of Granville, Ohio  
ATTN: Mayor  
141 East Broadway  
Granville, Ohio 43023



- (B) Granville Township  
ATTN: President, Board of Township Trustees  
1554 Columbus Road  
Granville, Ohio 43023
  
- (C) Granville Township – Village of Granville Joint Economic Development District  
No. 1  
ATTN: Chair, Board of Directors

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or such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

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

(End of Article VI)

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

**Granville Township, Licking County, Ohio**

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

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

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

Date: \_\_\_\_\_

**Village of Granville, Licking County, Ohio**

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

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

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

Date: \_\_\_\_\_

## **TOWNSHIP FISCAL OFFICER'S CERTIFICATE**

The undersigned fiscal officer of Granville Township (Licking County), Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2024 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

**EXHIBIT A  
GRANVILLE TOWNSHIP – VILLAGE OF GRANVILLE  
JOINT ECONOMIC DEVELOPMENT DISTRICT NO. 1**

**DESCRIPTION OF THE JEDD**

The JEDD consists of \_\_\_\_\_

**EXHIBIT A (CONTINUED)**  
**GRANVILLE TOWNSHIP – VILLAGE OF GRANVILLE**  
**JOINT ECONOMIC DEVELOPMENT DISTRICT NO. 1**

**[insert parcel listing]**

**[Depiction of the JEDD Area]**

A-2

**EXHIBIT B**  
**GRANVILLE TOWNSHIP- VILLAGE OF GRANVILLE JOINT**  
**ECONOMIC DEVELOPMENT DISTRICT NO. 1**

**ECONOMIC DEVELOPMENT PLAN**

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

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

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

The JEDD Contract authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD at the same rate currently levied by the Village (currently 1.5%) for distribution to the Board, the Village and the Township.

## **EXHIBIT C**

### **NON-PROTECTED AREAS**

The Non-Protected Area and JEDD Parcels shall consist of the area depicted on the attached map.



**EXHIBIT D**

**ENGINEERING ESTIMATE FOR PUBLIC UTILITIES IMPROVEMENTS**

(attached hereto)

By:

**RESOLUTION NO. 2024-39**

**A RESOLUTION ESTABLISHING A MORATORIUM ON THE ISSUANCE AND PROCESSING OF PERMITS RELATED TO THE CULTIVATION, PROCESSING, OR DISPENSING OF RECREATIONAL MARIJUANA WITHIN THE VILLAGE OF GRANVILLE, OHIO**

**WHEREAS**, Ohio voters approved State Issue 2 on November 7, 2023 adopting proposed legislation authorizing the cultivation, sale, and use of marijuana products for recreational purposes; and,

**WHEREAS**, pursuant to the operation of Article II, Section 1b of the Ohio Constitution, the proposed legislation now approved by Ohio voters will automatically be incorporated into the Ohio Revised Code as Sections 3780.01 through 3780.99 and became effective on December 7, 2023 with no further action required by the Ohio General Assembly (the "Act"); and,

**WHEREAS**, upon the passage of Issue 2, members of the Ohio General Assembly have already expressed an intention to amend the Act but have not yet clarified whether the Act will be repealed, modified, or materially altered; and,

**WHEREAS**, Section 3780.03 of the Act provides that a newly created "Division of Cannabis" shall adopt rules establishing standards and procedures for the implementation of the adult use marijuana program, including licensing requirements for cultivators, processors, and retailers; and

**WHEREAS**, the Act, as currently constituted, provides the Division of Cannabis a period of nine months after December 7, 2023 to implement rules and regulations regarding the adult use marijuana program; and

**WHEREAS**, Council for the Village of Granville intend to adopt legislation that provides for the orderly implementation of adult use cannabis in the Village consistent with State laws and regulations; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Granville, Ohio, that:

**Section I:** Except as required by the Act, Council for the Village of Granville hereby imposes an immediate moratorium on the issuance and processing of any permits for cultivators, processors, and retail dispensaries of adult use marijuana as defined in Sections 3780.01 through 3780.99 of the Ohio Revised Code.

**Section II:** The purpose of this moratorium is to allow the Village Administration and Council to consider amendments to pertinent Codified Ordinances, including the Granville Zoning Code, to prepare regulations which may be

necessary, and to determine where and whether to allow, limit or prohibit cultivators, processors, and retail dispensaries in the Village.

**Section III.** The moratorium shall be in effect for a period beginning from the effective date of this Resolution until Council approves legislation explicitly revoking this moratorium.

Passed this 1<sup>st</sup> day of May, 2024

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Melissa Hartfield, Mayor

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Autumn Klein, Clerk of Council

APPROVED AS TO FORM:

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William Mattes, Law Director

BY:

**RESOLUTION NO. 2024-40**

**A RESOLUTION TO AMEND RESOLUTION NO. 2024-28 TO EXTEND THE CONTRACT FOR GROUND MAINTENANCE FOR 2024, TO LEGEND LAWN AND LANDSCAPE, AND TO AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT THEREFORE**

**WHEREAS**, the Village of Granville received proposals for ground maintenance services from companies interested in providing those services during 2021 and Legend Lawn and Landscape submitted the best proposal for the grounds maintenance services and was awarded the contract; and

**WHEREAS**, per the original 2021 Contract, the Village has the option to extend the term of the Contract for up to three additional years with an annual price increase an amount equal to the national CPI; and

**WHEREAS**, the Service Director has recommended that the contract for grounds maintenance services with Legend Lawn and Landscape be extended for an additional year with a cost increase of 3.5%.

**BE IT RESOLVED by the Council of Granville, Ohio that:**

**Section I:** The contract for grounds maintenance with Legend Lawn and Landscape, as per specifications, is hereby extended for an additional year.

**Section II:** The price for all services outlined in the original contract is hereby increased by 3.5%, over the 2023 pricing (\$53,730.94), for a total estimated cost of \$55,611.52

**Section III:** The Village Manager is hereby authorized on behalf of the Village of Granville to extend the Contract with Legend Lawn and Landscape for grounds maintenance services in the Village of Granville for calendar year 2024.

**Section III:** This resolution shall take effect immediately upon passage.

Passed this 1<sup>st</sup> day of May, 2024.

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Melissa Hartfield, Mayor

ATTEST:

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Autumn Klein, Clerk of Council

APPROVED AS TO FORM:

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William Mattes, Law Director

**BY:**

**RESOLUTION NO. 2024-41**

**A RESOLUTION TO APPOINT MEMBERS TO THE ENVIRONMENTAL SUSTAINABILITY COMMITTEE**

**WHEREAS**, Village Council did by Resolution No. 2022-36 establish an Energy Action Committee consisting of one Councilmember, one member of Village staff and one Community member acting as the PCFO point of contact to coordinate and implement goals, facilitate the involvement of community members and other key stakeholders, in an equitable way, and provide annual feedback to Granville Village Council; and

**WHEREAS**, Village Council did by Resolution No. 2024-31 change the name of the Energy Action Committee to Environmental Sustainability Committee and established the Committee would consist of at a minimum five members and would not exceed nine members: one Councilmember, one Township Trustee (or designated appointee for the Trustees), one member of Village staff and at minimum two Community members; and

**WHEREAS**, the Village received five applications of interest and interviews were conducted, after careful consideration Paul Hammond, Lori Kumler, and Edward Chanda are being recommended to fill three community member positions whose terms will begin on May 2, 2024 and expire May 31, 2027; and

**NOW, THEREFORE**, be it resolved by the Council of the Village of Granville, Ohio, that:

**Section I: Paul Hammond** be appointed to the Environmental Sustainability Committee to fill one of the community member positions, with said term beginning May 2, 2024 and expiring on May 31, 2027.

**Section II: Lori Kumler** be appointed to the Environmental Sustainability Committee to fill one of the community member positions, with said term beginning May 2, 2024 and expiring on May 31, 2027.

**Section III: Edward Chanda** be appointed to the Environmental Sustainability Committee to fill one of the community member positions, with said term beginning May 2, 2024 and expiring on May 31, 2027.

**Section IV:** This resolution shall take effect and be in full force immediately upon passage.

Passed this 1<sup>st</sup> day of May, 2024.

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Mayor, Melissa Hartfield

Attest:

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Autumn Klein, Clerk of Council

Approved as to form:

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William Mattes, Law Director

**BY:**

**ORDINANCE NO. 09-2024**

**AN ORDINANCE TO AMEND THE VILLAGE OF GRANVILLE CHARTER  
ARTICLE VIII, BOARDS AND COMMISSIONS**

**WHEREAS**, upon request of two Councilmembers to the Law Director to draft legislation to amend the Charter of the Village of Granville to add members to the Planning Commission and the Board of Zoning and Building Appeals; and

**WHEREAS**, due to an increasing numbers of zoning applications and challenges maintaining a quorum, Council has determined that the number of members of the Planning Commission and Board of Zoning and Building Appeals should be increased; and

**WHEREAS**, the number of members of the Planning Commission and Board of Zoning and Building Appeals is currently set in Section 8.01 and 8.02 of the Charter any amendment to the Charter will require an ordinance and approval by the electors; and

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Granville, Ohio, upon a two-thirds or greater majority vote of the members of Council as required by Section 10.10 of the Charter for the Village of Granville and the Ohio Constitution, that:

**Section I:** As used in Section II, stricken through language indicates current Charter language that will be deleted and bold-face language indicates new language that will be added to the Charter if the amendment is approved by the electors.

**Section II:** SECTION 8.01 PLANNING COMMISSION

There shall be a Municipal Planning Commission consisting of ~~five (5)~~ **seven (7)** members. All members shall be qualified electors who hold no other public office or employment, appointed by the Council to serve for overlapping terms of three (3) years; either a member of Council or a designee, designated by Council, shall serve as an ex-officio member of the Planning Commission. Further, either a member of the Granville Exempted Village School District Board of Education or a designee, as designated by the Granville Exempted Village School District Board of Education, shall also serve as an ex-officio member of the Planning Commission. Minutes of all Planning Commission meetings shall be available for public examination during regular office hours. The Commission shall adopt its own rules and elect its officers annually. It shall have all the power and authority conferred upon planning commissions by State law and such other duties as may be imposed upon it by ordinance. A consent agenda for routine matters may be used at the discretion of the Planning Commission members. Its members shall serve as such without compensation and may be required to participate in an annual training as determined by the Village Manager and Law Director.

SECTION 8.02 BOARD OF ZONING AND BUILDING APPEALS

There shall be a Board of Zoning and Building Appeals consisting of ~~five (five)~~ **seven (7)** qualified electors who hold no other public office or employment, appointed by Council, for overlapping terms of three (3) years, to be determined by Council. The Board shall adopt its own rules and elect its officers annually. It shall have the power to hear and decide applications for exceptions to, and variances in the application of resolutions, ordinances, regulations governing zoning and building in the Municipality, and to hear and decide appeals from orders of administrative officials or agencies governing zoning and building in the Municipality, all as may be required for justice and avoid unreasonable hardship, subject to such reasonable standards and procedures as shall be prescribed by ordinance. Its members shall serve as such without compensation and may be required to participate in an annual training as determined by the Village Manager and Law Director.

**Section III:** This Ordinance shall take effect and be in full force upon the earliest date allowed by law.

Passed this 15<sup>th</sup> day of May, 2024 by a vote of .

\_\_\_\_\_  
Melissa Hartfield, Mayor

Attest:

\_\_\_\_\_  
Autumn Klein, Clerk of Council

Approved as to Form:

\_\_\_\_\_  
William Mattes, Law Director



BY:

**Ordinance No. 10-2024**

**AN ORDINANCE TO AMEND ORDINANCE NO. 23-2023 PROVIDING FOR ADJUSTMENTS OF THE ANNUAL BUDGET FOR THE FISCAL YEAR 2024 AND REVISING SUMS FOR OPERATING EXPENSES**

WHEREAS, pursuant to the provisions of Section 2.08 of Article II of the Charter of the Village of Granville, Ohio, the Village Council is authorized to adopt the municipal budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024, and;

WHEREAS, the Village Manager has recommended appropriations to supplement previously made appropriations; and

WHEREAS, adjustments would be made to accommodate the following needs:

- a. General Fund:
  - Non-Bargaining & AFSCME Wage & Benefit Increase, & Insurance Adjustments \$139,525
  - Police Department Renovations (Reappropriation) \$75,000
  - GoGove GoNotify Service \$4,500
  - Bryn Du Barn Renovations (Reappropriation) \$500,000
- b. Capital Project Reserve Fund:
  - Bryn Du Barn Renovations (Reappropriation) \$300,000
- c. Bryn Du Fund:
  - Barn Renovation Project \$1,627,550
- d. OWDA Loan:
  - Lime Sludge Lagoon Engineering \$160,538
- e. SIB Loan Fund:
  - SR 661/New Burg Roundabout \$512,406
- f. Water Fund:
  - Non-Bargaining & AFSCME Wage & Benefit Increase, & Insurance Adjustments \$27,900
  - Abandon Underground Storage Tank \$7,000
  - Repair/Replace Fence @ WTP \$10,000
- g. Waste Water:
  - Non-Bargaining & AFSCME Wage & Benefit Increase, & Insurance Adjustments \$47,800
  - Sewer Connection @ Roundabout Site \$25,190

NOW, THEREFORE, be it ordained by the Council of Granville, Ohio that:

Section I: The annual budget of the Village of Granville, as established by Ordinance No.21-2022, is amended by the Council, as recommended by the Village Manager, and is hereby adopted.

Section II: To provide for operating expenditures during the fiscal year ending December 31, 2023, the following additional appropriations are made to the following funds:

<u>Account</u>	<u>Description</u>	<u>Additional Appropriation</u>
General Fund: A1-1-A-211	Police Salaries & Wages	\$20,500

A1-1-A-212	Police Benefits	\$4,000
A1-1-A-250	Police Capital Outlay	\$75,000
A1-4-F-230	Community Services Contractual Services	\$4,500
A1-6-B-211	Street Maintenance & Repair Salaries & Wages	\$25,000
A1-6-B-212	Street Maintenance & Repair Benefits	\$57,500
A1-7-A-211	Administration Salaries & Wages	\$10,500
A1-7-A-212	Administration Benefits	\$1,800
A1-7-C-211	Mayor's Court Salaries & Wages	\$2,200
A1-7-C-212	Mayor's Court Benefits	\$200
A1-7-D-211	Income Tax Salaries & Wages	\$3,200
A1-7-D-212	Income Tax Benefits	\$600
A1-7-E-211	Lands & Buildings Salaries & Wages	\$2,300
A1-7-E-212	Lands & Buildings Benefits	\$425
A1-7-E-270	Lands & Buildings Transfers Out	\$500,000
A1-7-F-211	Boards & Commissions Salaries & Wages	\$9,600
A1-7-F-212	Boards & Commissions Benefits	\$1,700
Capital Project Reserve Fund:		
A8-6-B-270	Capital Project Reserve Transfers Out	\$300,000
Bryn Du Fund:		
B4-3-F-250	Bryn Du Capital Outlay	\$1,627,550
OWDA Lime Sludge Holding Fund:		
D3-7-A-250	OWDA Lime Sludge Holding Capital Outlay	\$160,538
SIB Loan Fund:		
D4-7-A-250	SIB Loan Capital Outlay	\$512,406

Water Fund: E1-5-E--211	Water Production Salaries & Wages	\$14,000
E1-5-E-212	Water Production Benefits	\$9,400
E1-5-E-250	Water Production Capital Outlay	\$17,000
E1-5-F-211	Water Distribution Salaries & Wages	\$3,600
E1-5-F-212	Water Distribution Benefits	\$900
Waste Water Fund: E2-5-G-211	Waste Water Treatment Salaries & Wages	\$3,000
E2-5-G-212	Waste Water Treatment Benefits	\$41,100
E2-5-H-211	Waste Water Collection Salaries & Wages	\$3,700
E2-5-H-250	Waste Water Collection Capital Outlay	\$25,190

Section III: This ordinance shall take effect and be in full force upon the earliest date allowed by law.

Passed this 15<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Melissa Hartfield, Mayor

ATTEST:

\_\_\_\_\_  
Autumn Klein, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
William Mattes, Law Director

# GRANVILLE VILLAGE COUNCIL

## Minutes

April 17, 2024

7:30 P.M.

### 1. CALL TO ORDER

Mayor Hartfield called the April 17, 2024 Council meeting to order at 7:30pm.

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

Clerk Klein conducted roll call. Those present were Councilmember Demarest, Councilmember Keethler Ball, Councilmember Leithauser, Councilmember Mickelson, Councilmember Olbur, Vice Mayor Johnson, Mayor Hartfield, Manager Koehler and Law Director Mattes

### 4. APPROVAL OF AGENDA

**Councilmember Mickelson made a motion to approve the agenda, second by Councilmember Olbur**

**Motion passed by a motion of 7-0**

### 5. CITIZENS COMMENTS

There were no comments from citizens.

### 6. PUBLIC HEARING

- A. **ORDINANCE NO. 07-2024 AN ORDINANCE TO ACCEPT CERTAIN INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE DENISON ADMINISTRATION BUILDING SANITARY SEWER EXTENSION FOR PUBLIC MAINTENANCE AND OPERATION BY THE VILLAGE OF GRANVILLE**

**There were no public comments, Mayor Hartfield closed the public hearing.**

### 7. OLD BUSINESS

- A. **ORDINANCE NO. 07-2024 AN ORDINANCE TO ACCEPT CERTAIN INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE DENISON ADMINISTRATION BUILDING SANITARY SEWER EXTENSION FOR PUBLIC MAINTENANCE AND OPERATION BY THE VILLAGE OF GRANVILLE**

**Councilmember Mickelson introduced and made a motion to adopt Ordinance No. 07-2024, second by Vice Mayor Johnson**

**Manager Koehler** stated that this isn't the entire sewer line to the Administration building, it is the portion that happens to serve one resident, the Gibson's on Welsh Hills Road. We are basically dedicating the section between two manholes. It passed all of the tests and will be warranted for a year.

Mayor Hartfield called for a roll call vote. Councilmember Demarest (yes), Councilmember Keethler Ball (yes), Councilmember Leithauser (yes), Councilmember Mickelson (yes), Councilmember Olbur (yes), Vice Mayor Johnson (yes), Mayor Hartfield (yes)

**Motion passed by a vote of 7-0**

## **8. NEW BUSINESS**

- A. **RESOLUTION NO. 2024-36** A RESOLUTION TO REAPPOINT MEMBERS TO THE BRYN DU COMMISSION

**Councilmember Demarest introduced and made a motion to adopt Resolution No. 2024-36, second by Councilmember Mickelson**

**Motion passed by a vote of 7-0**

- B. **ORDINANCE NO. 08-2024** AN ORDINANCE TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT BETWEEN THE VILLAGE OF GRANVILLE AND THE BOARD OF TOWNSHIP TRUSTEES OF GRANVILLE TOWNSHIP TO ESTABLISH A JOINT ECONOMIC DEVELOPEMENT DISTRICT IN GRANVILLE TOWNSHIP

Councilmember Olbur introduced Ordinance No. 08-2024 and set the public hearing for May 1<sup>st</sup>, second by Vice Mayor Johnson

## **9. REVIEW AND APPROVAL OF MINUTES**

Minutes from the Village Council Meeting of April 3, 2024

**Councilmember Mickelson made a motion to approve the minutes, second by Councilmember Keethler Ball**

**Motion passed by a vote of 7-0**

## **10. MAYOR'S COURT REPORT**

**Vice Mayor Johnson made a motion to approve Mayor's Court report, second by Councilmember Mickelson**

**Motion passed by a vote of 7-0**

**11. MANAGER'S REPORT**

**Councilmember Mickelson made a motion to approve the Manager's report, second by Councilmember Olbur**

**Motion passed by a vote of 7-0**

**12. COMMITTEE / COMMISSION / BOARD REPORTS**

**Granville Community Foundation (Olbur)** stated that they went through approvals last Monday for the grants, and he will have that updated list at the next meeting. This Saturday is the Community Foundation retreat.

**Granville Recreation District (Johnson)** stated that they were working on a leak at the garden. A Concerts on the Green postcard should be coming out soon.

**Planning Commission (Mickelson) – No Report**

**Granville Arts Commission (Keethler Ball)** stated that the new commission member, Eric Mize was introduced. He owns The Front Porch Guild. He and Steve Matheny have gotten the chamber/Granville Art Walk going again. It will be on May 6th. There will be music and art, there will be perhaps eight venues. The student award for visual arts went to Roxy Waggoner and the literary arts to Lyndy Van Horn.

**Bryn Du Commission (Demarest)** thanked Council for reappointing Candi Moore and Joe Hickman to the commission. May 1<sup>st</sup> is the groundbreaking for the barn.

**Open Space Committee (Johnson) – No Report**

**Tree & Landscape Commission (Leithauser)** stated that they were able to locate somewhere between 83 and 86 Bradford Pear trees in the Village that they are going to take out. They will replace them as they can. Susan King is working with Debi in planning on options for pollinators in front of Aladdin.

**Union Cemetery (Demarest)** stated that they discussed getting a new headstone preservationist. There is a minimum threshold amount of \$10,000 for him to come and do the work. Lyn Boone is lining up a list of projects to reach that amount, it may be next year. There is a workday coming up on June 1<sup>st</sup> and they are planning to have another one in September and October. The Sons of the American Revolution are

going to have an event on May 4<sup>th</sup> at 3:15 to mark some of the last remaining headstones of the Revolutionary war soldiers who are buried in the Old Colony.

**Environmental Sustainability Committee (Mickelson)** stated that they met with the WIN Waste representative and she was very informative. The committee is looking to discuss with the community about what can and can't be recycled. Yesterday Susan King and I met with two Denison students about being the intern to help with the website. Her name is Kimmy and she is a computer science major. We will start interviewing applicants to be on the committee.

**Education Foundation (Leithauser)** stated that their meeting was tomorrow.

### 13. OTHER COUNCIL MATTERS

There were no other Council matters discussed.

### 14. OTHER STAFF MATTERS

**Manager Koehler** stated that BZBA and Planning Commission have their retreat on Saturday, April 27<sup>th</sup> at the Carriage House from 9:00am-12:00pm.

If everyone now has access to their email consistently then we will take the notice off of the website now.

You have seen some news articles that have come out recently, our efforts with dialogue with New Albany and Southwest Licking continue. There is an understanding that news articles will continue to happen, and we will comment accordingly but that doesn't keep us from talking to each other.

**Courtney Ruppert** stated that we put the notice out to solicit applicants to represent the Village on the CIC. The target date for the schools, Chamber and us to have an appointee selected is May 15<sup>th</sup>. She asked if they had any recommendations to have them contact herself or the Village Manager and they will get them an application.

Regarding car seats on the transit bus, it is required to have a car seat because of the size of the bus that is being used and the fact that there are seatbelts. It is on their website and on their handouts.

**Councilmember Keethler Ball** stated that their question was whether the bus could furnish the car seat.

**Courtney Ruppert** stated that it is in their policies that it has to be furnished by the parent for liability reasons. They are going to readvertise that because it hasn't been clearly relayed.

**15. EXECUTIVE SESSION- Pursuant to O.R.C. 121.22(G) (3) Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action. -7:48pm**

**Vice Mayor Johnson made a motion to enter into executive session, second by Councilmember Mickelson**

Mayor Hartfield called for a roll call vote. Councilmember Keethler Ball (yes), Councilmember Leithauser (yes), Councilmember Mickelson (yes), Councilmember Olbur (yes), Councilmember Demarest (yes), Vice Mayor Johnson (yes), Mayor Hartfield (yes)

**Motion passed by a vote of 7-0**

**Councilmember Demarest made a motion to leave executive session, second by Councilmember Olbur**

Mayor Hartfield called for a roll call vote. Councilmember Leithauser (yes), Councilmember Mickelson (yes), Councilmember Olbur (yes), Councilmember Demarest (yes), Councilmember Keethler Ball (yes), Vice Mayor Johnson (yes), Mayor Hartfield (yes)

**Motion passed by a vote of 7-0 -7:51pm**

**16. ADJOURNMENT-7:52pm**

**Councilmember Demarest made a motion to adjourn, second by Councilmember Olbur**

**Motion passed by a vote of 7-0**

Minutes submitted by: Autumn Klein, Clerk of Council

Minutes approved by: Herb Koehler, Village Manager