

**INTERGOVERNMENTAL
AGREEMENT 2021-01**

By and Between

CITY OF PASTAKALA, LICKING COUNTY, OHIO

And

ETNA TOWNSHIP, LICKING COUNTY, OHIO

And

LICKING COUNTY, OHIO acting through its BOARD OF COUNTY
COMMISSIONERS

And

THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[Refugee Road Improvements; Phase 1 Work]

INTERGOVERNMENTAL AGREEMENT 2021-01

This Intergovernmental Agreement 2021-01 (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF PATASKALA, OHIO (“PATASKALA”), a political subdivision located in Licking County Ohio and pursuant to Ohio Revised Code (“ORC”) Chapters 715 and its Charter; ETNA TOWNSHIP (“ETNA”), a political subdivision located in Licking County, Ohio, acting through its Board of Township Trustees (the “Board”); LICKING COUNTY (the “COUNTY”), a political subdivision of the State of Ohio acting through its Board of County Commissioners (the “BOCC”) pursuant to ORC Chapters 305 and 307; and, the LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “TID”).

Recitals:

A. The TID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure and other transportation projects.

B. The projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Licking County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the COUNTY, the region and the State.

C. PATASKALA, ETNA and the TID, in conjunction with the COUNTY/ Licking County Engineer’s Office (“LCEO”) have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the “*Refugee Road Improvements Project*”, which is comprised of certain improvements under study and development to widen Refugee Rd from 2 to 3 lanes for a distance of 1.2 miles and construct roundabouts at the project termini of Etna Parkway and Mink St., with the existing pavement to be reconstructed from a 2-lane, 20 ft. chip seal to a 3-lane facility, structured to accommodate current and future growth of truck and other vehicular traffic with origins and destinations to several area logistics facilities and the traveling public in general, and as further set forth in Exhibit A attached hereto and made part hereof and as further set forth, described and designed on the Project plans and documents on file with the TID, PATASKALA, ETNA and the LCEO (referred to herein as the “Refugee Road Improvements Project” or the “Project”).

D. The Project was incorporated into the TID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the TID Board of Trustees and the Parties as a project that the TID will manage and administer, with funding required for the Project to be provided for through revenue sources available by and through PASTASKALA, ETNA, the Ohio Public Works Commission (“OPWC”) and/or other funding sources and grants as may be identified and procured as further discussed herein.

E. Furthermore, the Parties believe it is most efficient and effective to proceed with the Project improvements in 3 phases, as follows: *Phase 1* consisting of the Project preliminary engineering, environmental and design work (the “Phase 1 Work” as hereinafter defined, which phase is to commence forthwith in accordance with the terms and conditions set forth in this Agreement); *Phase 2* consisting of the right of way acquisition and utility work; and, *Phase 3* consisting of the construction and construction engineering and inspection work. It is the intent of the Parties that Phase 2 and Phase 3 would commence following Phase 1, or at such times as determined appropriate and feasible by the Parties and subject to the further requisite approvals and authorizations by the respective Parties and the related amendment of this Agreement.

F. It is further acknowledged and agreed by the Parties that the TID will administer and manage the Phase 1 Work, in coordination and in conjunction with PATASKALA, ETNA and the LCEO, including, but not limited to, the retention of a qualified consultant(s) to provide necessary engineering and design services to complete the Phase 1 Work and PATASKALA shall provide for the requisite funding for the Phase 1 Work Project Cost Items (as hereinafter defined), under the terms and conditions set forth herein and in such amounts as set forth in *Exhibit B PHASE 1 WORK: PROJECT COST ITEMS*, attached hereto and made part hereof and as further set forth herein.

G. It is further acknowledged and agreed to by the Parties that as the Phase 1 Work proceeds and future Project costs for Phase 2 and Phase 3 are further refined and established, the Parties will coordinate and collaborate with the TID to provide for procurement of the additional revenue sources, which may include, but are not limited to, an ODOT State Infrastructure Bank (the “SIB”) loan and other grant funding or pledged revenues as may be procured, so as to advance and complete Phase 2 and then Phase 3 through completion, which the Parties intend will be facilitated through future amendments to this Agreement or such other documents and agreements as required by the SIB or otherwise, setting forth the specific related terms and conditions, subject to the requisite approval of the Parties’ respective legislative bodies. If any Party determines, at its sole discretion, that it cannot contribute funds to help pay for Phase 2 and/or Phase 3, it will not be required, and cannot be compelled, to contribute such funds.

H. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and PATASKALA, ETNA and the COUNTY are specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to the PATASKALA, ETNA and the COUNTY and not otherwise appropriated to pay costs incurred by the TID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, PATASKALA, ETNA, the COUNTY and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the

following meanings, unless the context or use clearly indicates another meaning or intent:

“*Agreement*” means this Intergovernmental Agreement, as the same may be amended from time to time.

“*Business Day*” means any day other than a Saturday, Sunday, or legal holiday.

“*Day*” means a calendar day, unless specifically designated as a Business Day.

“*Effective Date*” has the meaning given to such term in the introductory paragraph of this Agreement.

“*Party*” means, individually, either PATASKALA, ETNA, the COUNTY or the TID; and “*Parties*” means, collectively, PATASKALA, ETNA, the COUNTY or the TID.

“*PATASKALA Phase 1 Pledged Amount*” means PATASKALA’S commitment to deliver the funding to the TID required to fund the Project Cost Items for the Phase 1 Work, including the TID Management Fee, to be provided to the TID from revenue PATASKALA receives under the Road Development Agreement it entered into with RRWCP Columbus Property, LLC and RRIFI Buckeye I Property, LLC within 90 days after receiving this payment, in the amount of \$751,120.00, and as further set forth and delineated in *Exhibit B*.

“*Payment Date*” means 90 days after PATASKALA receives payment from RRWCP Columbus Property, LLC and RRIFI Buckeye I Property, LLC, under the Road Development Agreement and the due date for payment by PATASKALA to the TID of the PATASKALA Phase 1 Pledged Amount, which the TID requires before it can proceed to authorize and commence the Phase 1 Work.

“*Phase 1 Project Funding*” means the PATASKALA Phase 1 Pledged Amount, which is the source of funding for the Project Cost Items for the Phase 1 Work, as set forth herein and as more specifically described in *Exhibit B*.

“*Phase 1 Work*” means certain work, which will be performed and managed by and through the TID in cooperation with the LCEO as more specifically set forth in *Exhibit B* and per documents and plans on file with the TID developed for performance of this work with the cost of the Phase 1 Work to be provided for and funded from the PATASKALA Phase 1 Pledged Amount, including, but not limited to: design project management; accounting for long term debt service; reasonable attorney fees for all necessary agreements; project initiation; project planning; development of financing strategies and coordination with funding partners including the local public agencies and private developers; advertising for consulting services; fee negotiations and project management for the preliminary engineering, environmental clearance, right-of-way acquisition, construction advertising, analyzing bids and managing construction engineering consultants.

“*Project*” means the *Refugee Road Improvements Project* and has the meaning given to such term in Recital C. and as further described and delineated for purposes of this Agreement in *Exhibit A* attached hereto and in accordance with the developed Project plans and documents on file with the TID, LCEO, PATASKALA and ETNA.

“*Project Cost Item*” or “*Project Cost Items*” means, for purposes of this Agreement, costs of the Phase 1 Work activities, services and/or work items, including the TID Management Fee to facilitate and complete the Phase 1 Work, in the amount of \$751,120.00, and as further described and set forth in *Exhibit B* hereto. .

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

“*TID Management Fee*” means the management fee, in the amount of \$150,000.00, payable to the TID as part of the Project Cost Items for administering and managing the Phase 1 Work and which is included as part of the PATASKALA Pledged Phase 1 Amount.

Section 1.02. Exhibits. The following Exhibits are attached to and made a part of this Agreement: *Exhibit A: Refugee Road Improvements* and *Exhibit B: PHASE 1 WORK: PROJECT COST ITEMS*.

Section 1.03. References to Parties. Any reference in this Agreement to PATASKALA, ETNA, the COUNTY or the TID, or to any members or officers of the PATASKALA, ETNA, the COUNTY or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the PATASKALA, ETNA, the COUNTY or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or

neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The TID, PATASKALA, ETNA, and the COUNTY acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of PATASKALA, ETNA, and the COUNTY, and, furthermore, PATASKALA, ETNA, and the COUNTY expressly consent and approve of the TID's administration and management of the Phase 1 Work pursuant to the exercise of its powers and authority pursuant to ORC Chapter 5540 and related sections, in conjunction with the LCEO, as determined by the TID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement, so as to facilitate the development, acquisition and construction of the Project in their respective jurisdictions. It is further hereby noted that the centerline of the road splits between the jurisdictions of ETNA and PATASKALA.

Section 2.02. General Agreement Regarding Funding and Phase 1 Work. PATASKALA and the TID acknowledge and agree as follows:

- (a) PATASKALA agrees to provide the PATASKALA Phase 1 Pledged Amount by the Payment Date.
- (b) The TID agrees to:
 - i) administer and manage the Phase 1 Work, in coordination and collaboration

with PATASKALA, ETNA and the LCEO, and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required, including retention of a qualified consultant services firm(s) to complete and deliver the Phase 1 Work, however, the TID's obligation relative to retention of the aforementioned consultant services firm(s) and otherwise, so as to complete and deliver the Phase 1 Work, is expressly conditioned upon the receipt by the TID of the PATASKALA Pledged Phase 1 Amount by the Payment Date.

- ii) only utilize the funds pledged in section (a) above for the Project Cost Items and will allocate those funds so designated for the Phase 1 Work further in accordance with Section 2.03 below.
- (c) In the event the TID does not receive the PATASKALA Phase 1 Pledged Amount by the Payment Date, the TID will immediately notify PATASKALA in writing, by both facsimile transmission and via electronic mail, that it has not made this payment and that the payment is due immediately.

The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.03. Application of the PATASKALA Pledged Phase 1 Amount.

- (a) The TID will apply the PATASKALA Pledged Phase 1 Amount for the sole purpose of paying Project Cost Items as set forth herein.
- (b) The Phase 1 Project Funding shall be deposited and maintained by the TID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.
- (c) The Parties acknowledge and agree (1) that the PATASKALA Pledged Phase 1 Amount constitutes a specific commitment of Phase 1 Project Funding by PATASKALA; and, (2) that the TID is relying upon the Phase 1 Project Funding commitment to facilitate and complete the Phase 1 Work, and will utilize the Project Funding solely to pay for the Project Cost Items, including the TID Management Fee, and the Parties respective and collective obligations and responsibilities in connection with the Phase 1 Work and costs directly related thereto, and in accordance with ORC Chapter 5540 and other applicable law and agreements.
- (d) Furthermore the Parties agree that if, upon final close out of the Phase 1 Work, there is an excess amount remaining of the PATASKALA Pledged Phase 1 Amount, said amount will be retained by the TID and applied towards funding the Phase 2 Work, subject to authorization of the Phase 2 Work and the related amendment of this Agreement and the requisite approvals of the Parties.

Section 2.04. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the Phase 1 Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among PATASKALA, ETNA, and the COUNTY or the TID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the ETNA, the COUNTY, the TID or PATASKALA, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.07. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the Parties to enter into this Agreement, the TID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the TID Board of Trustees; and this Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of ETNA. To induce the TID to enter into this Agreement, the ETNA Township Board of Trustees represents as follows:

- (a) it is the duly constituted and duly elected governing body of ETNA under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of ETNA; and this Agreement, when executed and delivered by the ETNA Township Board Trustees, will constitute a legal, valid, and binding obligation of ETNA; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the ETNA or (2) result in a default under any agreement or instrument to which ETNA is a party or by which either the ETNA Township Board Trustees or ETNA is bound.

Section 3.03. Representations of PATASKALA. To induce the TID to enter into this Agreement, the PATASKALA City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of PATASKALA under its Charter as well as the laws of the State;

- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of PATASKALA; and this Agreement, when executed and delivered by PATASKALA City Council, will constitute a legal, valid, and binding obligation of PATASKALA; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to PATASKALA or (2) result in a default under any agreement or instrument to which PATASKALA is a party or by which either PATASKALA City Council or PATASKALA is bound.

Section 3.04. Representations of the COUNTY. To induce the TID to enter into this Agreement, the Board of County Commissioners (the “BOCC”) represents as follows:

- (a) it is the duly constituted and duly elected governing body of the COUNTY under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the COUNTY; and this Agreement, when executed and delivered by the COUNTY, will constitute a legal, valid, and binding obligation of the COUNTY; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the COUNTY or (2) result in a default under any agreement or instrument to which the COUNTY is a party or by which either the BOCC or COUNTY is bound.

Section 3.03. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.04. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.05. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.06. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

[This Article Intentionally Left Blank]

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Licking County Transportation Improvement District
c/o Jared Knerr, P.E.,P.S.
20 S. Second Street
Newark, OH 43055
Facsimile: (740) 670-5295
Email: jknerr@lcounty.com

- (c) All notices to be given to ETNA pursuant to this Agreement shall be sent to the ETNA at the following address:

Etna Township
Attention: President, Board of Trustees
81 Liberty Street
P.O. Box 188
Etna, OH 43018
Facsimile: (740) 927-1699
Email: jcarlisle@etnatownship.com

- (d) All notices to be given to PATASKALA pursuant to this Agreement shall be sent to PATASKALA at the following address:

City of Pataskala
Attention: Timothy Hickin, City Administrator
621 West Broad St.
Suite 2b
Pataskala, OH 43062
Facsimile: 740-927-0228
Email: thickin@ci.pataskala.oh.us

- (e) All notices to be given to the COUNTY pursuant to this Agreement shall be sent to the COUNTY at the following address:

Board of County Commissioners
Attention: Beverly Adzic
20 S. Second Street
Newark, OH 43055
Facsimile: (740) 670-5119
Email: badzic@lcounty.com

- (f) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including but not limited to matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement,

to explain, or to vary any of the terms of this Agreement., unless the course of prior dealings or usage of trade have been employed, or availed of in implementation of this Agreement or the Project envisioned by it.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

[Signature Pages to follow]

**TID:
THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____
Secretary-Treasurer

**PATASKALA:
THE CITY OF PATASKALA, OHIO**

By: _____
City Administrator

By Ordinance No. _____ dated _____, 2021
Verified and Certified:

Clerk of Council

Approved as to Form:

City Director of Law

**ETNA:
THE ETNA TOWNSHIP BOARD OF
TRUSTEES**

By: _____
John J. Carlisle, President

By: _____
Randy Foor, Vice-President

By: _____
Jeff Johnson, Trustee

**COUNTY:
COUNT OF LICKING, OHIO**

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director for the City of Pataskala, Licking County, Ohio (the "City"), hereby certifies that the funds required (if any) to meet the obligations of the City for the year 2021 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Dated: _____, 2021

Finance Director, City of Pataskala, Ohio

EXHIBIT A

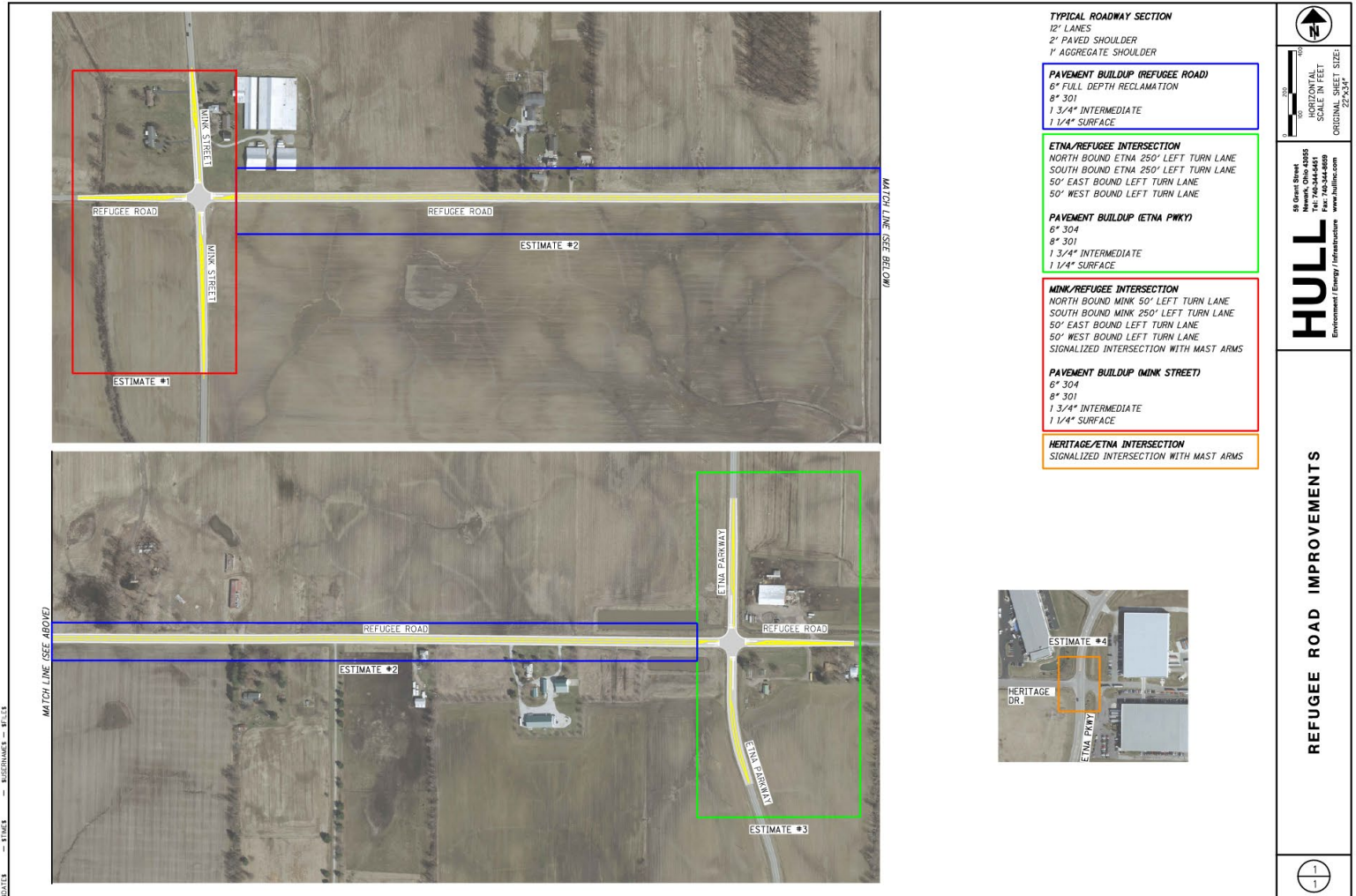


EXHIBIT B

PHASE 1 WORK:

<u>Project Cost Items</u>	<u>Begin Work</u>	<u>End Work</u>	<u>Amounts</u>
Stage 1 Design	08/01/2021	10/15/2021	\$283,500
Stage 2 Design	11/01/2021	12/31/2021	\$173,087
Final Plans	01/15/2022	03/01/2022	\$39,973
Geotechnical/Environmental	08/01/2021	10/15/2021	\$50,000
10% for Contingencies			\$54,560
Total Engineering Fees			\$601,120
TID Fee	08/01/2021		\$150,000
TOTAL			\$751,120*
<i>*Pataskala Pledged Amount</i>			