

MEMORANDUM OF UNDERSTANDING
RELATING TO
COMMUNITY REINVESTMENT AREA AND
SCHOOL DISTRICT COMPENSATION BETWEEN
CITY OF SUNBURY, OHIO,
AND BIG WALNUT LOCAL SCHOOL DISTRICT

This Memorandum of Understanding is entered into this ___ day of _____, 2023, by and between the **CITY OF SUNBURY, OHIO**, (hereinafter "*Sunbury*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (hereinafter "*State*") and its Charter, and **BIG WALNUT LOCAL SCHOOL DISTRICT**, local school district and political subdivision of the State (hereinafter "*Big Walnut*" and together with Sunbury, the "*Parties*").

Background:

- Sunbury has determined to promote and encourage development within Sunbury which is consistent with Sunbury's proposed Limited Industrial District zoning requirements for the mutual benefit of Sunbury and Big Walnut.
- To facilitate that development, Sunbury proposes to adopt legislation which will either expand an existing or create a new Community Reinvestment Area (the "*CRA*") in accordance with Ohio Revised Code Sections 3735.65 *et seq.* (the "*CRA Statute*") which will permit Sunbury to offer real property tax exemptions (each an "*Exemption*") to owners of real property located within the CRA for projects that meet certain requirements.
- The CRA will be wholly located within the boundaries of Big Walnut.
- Under the then applicable CRA Statute, some Exemptions may be approved by Sunbury without prior approval of Big Walnut. However, to maximize the development potential within the CRA, Sunbury proposes to approve certain Exemptions which, under the then applicable CRA Statute, would require approval by Big Walnut.
- To expedite the process of approving those Exemptions, Sunbury and Big Walnut propose to enter into a school compensation agreement (the "*Compensation Agreement*") that would permit Sunbury to approve certain Exemptions within the CRA without requiring Big Walnut's approval and would require the recipients of those Exemptions to compensate Big Walnut (and the Delaware Area Career Center, "*DACC*") in connection with the approval of those exemptions.

(END OF BACKGROUND - REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The primary data was gathered through direct observation and interviews, while secondary data was obtained from existing reports and databases.

The third section details the statistical analysis performed on the collected data. This involves the use of descriptive statistics to summarize the data and inferential statistics to test hypotheses. The results of these analyses are presented in a clear and concise manner, highlighting the key findings of the study.

Finally, the document concludes with a discussion of the implications of the findings. It suggests that the results have significant implications for the field of study and provides recommendations for further research. The author also acknowledges the limitations of the study and offers suggestions for how these can be addressed in future work.

NOW, THEREFORE, the Parties hereby state their mutual intent to pursue with their best efforts, the vision contained in this Memorandum.

Proposed Terms of Compensation Agreement:

1. Community Reinvestment Area.

- Assuming compliance with the School Compensation Provisions (described below), Sunbury will be permitted to approve, without providing notice to or receiving separate approval from Big Walnut, Exemptions within the CRA which would otherwise require approval from Big Walnut under the then applicable CRA Statute (*i.e.*, currently, a 100% Exemption would require approval).
- Exemptions that do not require approval from Big Walnut under the then applicable CRA Statute will not be subject to the School Compensation Provisions (*i.e.*, currently, a 75% Exemption would not require approval).
- To be eligible for an Exemption under the School Compensation Provisions:
 - A project must be consistent with Sunbury's proposed Limited Industrial District zoning requirements, and
 - Sunbury must reasonably estimate that the payroll generated by new employees (as defined in Ohio Revised Code Section 5709.82) employed at the project site will exceed \$1 million per year.
- The School Compensation Agreement shall initially be effective for 10 years, with two succeeding 10-year automatic renewal periods; *provided*, that either Party may terminate the Agreement 30 days prior to the commencement of a renewal period.

2. School Compensation Provisions.

- Prior to Sunbury granting approval for an Exemption within the CRA that is subject to the School Compensation Agreement, Big Walnut and the proposed recipient of the Exemption will have entered into an agreement providing that during each year that the Exemption is effective, the recipient will remit a payment to Big Walnut (as well as DACC) equal to 12.5% of the real property taxes which Big Walnut (and DACC) would have received from the project if the Exemption had not been approved by Sunbury.
- Assuming compliance with the preceding paragraph for each project, Big Walnut will waive its right to receive any notices or grant any approvals as may be required by the then applicable CRA Statute or Ohio Revised Code Section 5709.83 in connection with the granting of any Exemptions within the CRA.
- Assuming compliance with the preceding paragraph for each project, Big Walnut will waive its right to receive any compensation pursuant to Ohio Revised Code Section 5709.82 in connection with the granting of any Exemptions within the CRA.

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In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The primary data was gathered through direct observation and interviews with key stakeholders.

The third section provides a detailed overview of the findings. It highlights several key trends and patterns observed in the data. For example, there was a significant increase in the use of digital services over the period studied. This suggests a shift in consumer behavior towards more convenient and accessible options.

Finally, the document concludes with a series of recommendations based on the findings. These suggestions are aimed at helping organizations better understand their customers and improve their service offerings. It is noted that ongoing monitoring and evaluation will be necessary to track the effectiveness of these strategies.

3. Non-Binding Agreement – Definitive School Compensation Agreement.

This Memorandum of Understanding hereby states the mutual understandings of the Parties hereto with respect to the major terms of the School Compensation Agreement to be negotiated and executed between Sunbury and Big Walnut to provide for the development of the CRA and the remission of payments to Big Walnut (and DACC). This Memorandum of Understanding shall not be deemed to be a legally binding agreement between the Parties. Any formal School Compensation Agreement between the Parties shall not be effective unless and until (a) such School Compensation Agreement has been approved by the required and appropriate action of the legislative or governing boards of both Parties and (b) such School Compensation Agreement has been duly executed by authorized officers of both Parties hereto.

IN WITNESS WHEREOF, the Parties have caused Memorandum of Understanding to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF SUNBURY, OHIO

BIG WALNUT LOCAL SCHOOL DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The analysis focuses on identifying trends and patterns over time, which is crucial for making informed decisions.

The third part of the document provides a detailed breakdown of the results. It shows that there has been a significant increase in sales volume, particularly in the online channel. This is attributed to the implementation of the new marketing strategy and the improved user experience on the website.

Finally, the document concludes with a set of recommendations for future actions. It suggests continuing to invest in digital marketing and exploring new product lines to further drive growth. Regular monitoring and reporting will be essential to track the success of these initiatives.

Date: 10/26/2023
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