



Meeting Minutes
July 26th, 2012
Approved

CALL TO ORDER: The meeting was called to order at 6:32 p.m.

ROLL CALL:

Chairperson Lodge, Trustee Barrett, Trustee Harris and Trustee Koester were present. Vice-Chairperson Cannon was not present.

APPROVAL OF AGENDA

Motion to approve the agenda by Trustee Barrett, seconded by Trustee Harris. Motion passed 4-0.

REVIEW AND APPROVAL OF MINUTES

July 12th, 2012

Motion to approve the minutes with change by Trustee Barrett, seconded by Trustee Harris. Motion passed 4-0.

CHANGES: Remove ACTION – Signage on RVP property.

PUBLIC COMMENTS

There were no public comments.

STAFF REPORT

a. Executive Director – Andy Wildman

- Coach Pitch Tournament and Pizza in the Park were cancelled due to rain.
- Granville Picnic – Saturday, August 18th, the theme is going to be “Picnic in Paradise”. Eric Ciferno will be working with Lesa Miller on the organization of this event. Table registrations are starting to come in.
- Volunteer Appreciation will be Sunday, August 19th at the last Concert on the Green. Whit’s custard will be given out.
- The week of July 30th, Director Wildman will be on vacation.
- Our Little League baseball team has a great tournament season. There was a nice article in the paper.
- Youth Activities Coordinator Willis and Director Wildman have hired Ian McConnell as the new Soccer Commissioner.
- We are moving into our second office next week
- Director Wildman and Trustee Cannon attended the Granville Township meeting to update them on moving forward with the levy
- The Columbus Dispatch will be writing an article on GRD and the upcoming levy.

NEW BUSINESS

Trustee Barrett moved to designate Bricker & Eckler as bonding council and agree to their writing an engagement letter in issuing bonds on our behalf, seconded by Trustee Harris. Motion passed 4-0.

ACTION – JUSTIN sign the document.



- a. Community Pool Capital Levy –
Trustee Koester introduced the following resolution and moved its passage: RESOLUTION DECLARING NECESSITY OF BOND ISSUE, AND TO SUBMIT THE QUESTION OF SUCH ISSUE TO THE ELECTORS
Voice vote: Chairperson Lodge – YES, Trustee Barrett – YES, Trustee Harris – YES, Trustee Koester – YES.
- b. Operating Levy
Trustee Harris introduced the following resolution and moved its passage:
RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION
Voice Vote: Chairperson Lodge – YES, Trustee Barrett – YES, Trustee Harris – YES, Trustee Koester – YES.
- c. Eagle Scout Project – Jack Westerheide
Jack has proposed to build 5 Cardinal houses and 5 Little Brown Bat houses at Raccoon Valley Park.

ACTION- Check with Candi Moore about putting them in the easement.

- d. Storm Damage Update – Pictures and documentation was provided of the damage. Insurance company has been contacted; we have a \$500.00 deductible.

OLD BUSINESS

- a. GolfLand – A very positive meeting was held with Jeff Jackson. Andy Wildman is researching the transaction in which the township purchased the land. We continue to get closer to a resolution.

Agency Prioritization

1. Feasibility Study
2. Youth Sports
3. Website / Branding
4. Partnership Development / Communication w/ Partners
5. Policy & Procedures

COMMITTEE REPORTS

- a. Finance – June 30th, 2012 y-t-d-financial report
Budget Amendments –
Increase 1000-310-420-1110 All-Stars From: \$6000.00 To: \$7,477.73
Increase 1000-310-420-1116 Banners From: \$2501.00 To: \$2618.00
Increase 1000-310-420-5107 Mini-Hawks From : \$430.00 To: \$1000.00
Increase 1000-310-420-5112 Soccer Camp July From: \$800.00 To: \$1500.00
Increase 1000-310-420-5140 General Fitness 6 sessions From: \$1890.00 To: \$3500.00
- b. Governance / Compliance – no report
- c. Marketing / Branding - no report
- d. Strategic Planning – Discussed if outside assistance for the levy was needed. The message is key! Need to start getting a levy committee organized and identify a treasurer. Send perspective names to Trustee Barrett for committee via your personal email address.
- e. Youth Sports – Concussion clinic coming up at Granville High School.



ACTION – GRANT – talk to Kevin Jarrett and see if head coaches and parents can attend concussion meetings.

TRUSTEE REPORTS

- a. Chairperson Lodge – no report
- b. Vice-Chairperson – no report
- c. Trustee Barrett – no report
- d. Trustee Harris – no report
- e. Trustee Koester – Made presentation to Village Council last week updating them on the levy project.

CALENDAR REMINDER

7/27/2012– Special Meeting – 6:30 p.m. at Village Hall
8/02/2012- Regular Meeting – 6:30 p.m. at Village Hall - CANCELLED
8/16/2012- Regular Meeting – 6:30 p.m. at Village Hall
9/6/2012 – Regular Meeting – 6:30 p.m. at Village Hall
9/20/2012 – Regular Meeting – 6:30 p.m. at Village Hall

MEETING ADJOURNED 9:15 p.m.

change “agent” to “council”
replace July 17th, 2012 with “Engagement “
Attach a copy of the letter from Bricker and Eckler.



Bricker & Eckler
ATTORNEYS AT LAW

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July 17, 2012

VIA EMAIL

Justin Lodge, Chairperson-Board of Trustees, Fiscal Officer
Granville Recreation District
P.O. Box 483
Granville, OH 43023

Re: Bond Counsel for 2012 Bonds

Dear Justin:

We are pleased that you have asked Bricker & Eckler LLP to represent the Granville Recreation District, Licking County, Ohio (the "Recreation District") as Bond Counsel in connection with the proposed issuance by the Recreation District of bonds (the "Obligations"), to be issued for the purpose of constructing an outdoor swimming pool and related permanent improvements, as desired.

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the Recreation District. I will be the attorney in our firm primarily responsible for coordinating our effort to provide service to the Recreation District with respect to an issuance of Obligations. Please note, however, that we take pride in the fact that we provide services to you as a firm, and, as such, I will retain the discretion in the exercise of my professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while I may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, I will continually maintain primary responsibility for this matter.

1. Role of Bond Counsel

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds.

As bond counsel, we will:

- (1) examine applicable law;
- (2) coordinate and attend, as necessary, meetings of the Board of Trustees (the "Board") with respect to the issuance of Obligations;
- (3) prepare or review: (a) the legislation of the Board authorizing the issuance of Obligations; (b) such other documents as may be required by the financing or which we deem necessary for rendering our opinion; and (c) the forms of such closing documents, certificates, and opinions of counsel as may be required by the terms

of the financing and applicable federal and state laws, and such other documents as deemed necessary in connection with the issuance of Obligations;

- (4) consult with the parties prior to the issuance of Obligations;
- (5) review certified proceedings; and
- (6) undertake such additional duties as are necessary to render our opinion.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- (1) the Obligations are valid and binding general obligations of the Recreation District;
- (2) all taxable property in the territory of the Recreation District is subject to ad valorem taxation to pay the Obligations, without limit as to rate or amount; and
- (3) the interest paid on the Obligations will be: (i) excluded from gross income for federal income tax purposes, and (ii) exempt from Ohio income taxes (subject to certain limitations which may be expressed in the opinion).

An opinion will be executed and delivered by us in written form on the date Obligations are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to such financing. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Recreation District or any other party concerning any of the following: (1) actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; or (2) responses to any examination, investigation or inquiry by any administrative, regulatory or judicial body or agency of any governmental authority, including, but not limited to, the Internal Revenue Service and the Securities and Exchange Commission.

In rendering an opinion, we will rely upon the certified proceedings and other certifications of public officials, including the Board, and other relevant parties and their counsel set forth in the financing documents, the certified proceedings, and other certifications of public officials, officials of other relevant parties, and other persons (including certifications as to the use of proceeds of the Obligations) without undertaking to verify the same by independent investigation.

Under S.E.C. Rule 15c2-12, an official statement or other disclosure document may be required in connection with the Obligations. If an official statement is needed or desired by the Recreation District, we will assist in its preparation, but we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any factual matters contained in such disclosure documents. Our responsibility will include, however, the preparation or review of sections therein describing: (i) Ohio and federal law pertinent to the validity of the bonds or Obligations and the tax treatment of interest paid thereon, (ii) the terms of the Obligations, and (iii) our opinion.

In performing our services as bond counsel, the Recreation District will be our client and we will represent its interests. We assume that other parties to a transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the Recreation District does not alter our responsibility to render an objective opinion as bond counsel.

Bricker & Eckler

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2. Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of the Recreation District will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain our own files pertaining to the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

3. Post-Engagement Matters.

The Recreation District is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

4. Fees and Expenses.

Our fee is usually paid at the Closing out of gross proceeds of the Obligations, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel for the Obligations will be \$35,000. Such fee may vary: (a) if the principal amount of the Obligations actually issued differs significantly from the anticipated amount of \$6,000,000, (b) if material changes in the structure of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. In addition, we will expect to be reimbursed for all out-of-pocket expenses, photocopying, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent working on the documentation and structure of the Obligations, plus out-of-pocket expenses.

5. Client Responsibilities.

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation.

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6. Other Matters.

We understand that our client for purposes of this representation is the Recreation District, and not any of its individual Board members or staff. If the Recreation District would wish to retain our services for a particular matter on terms different from those discussed in this letter, we would prepare an additional letter similar to this one; absent any other special arrangements, all other work done by us would be on the same terms and conditions set forth herein.

We reserve the right to continue to represent or to undertake to represent existing or new clients, in any matter that is not substantially related to our work as bond counsel with respect to the Obligations, even if the interests of such clients in other matters are directly adverse to you. In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work as bond counsel with respect to the Obligations, (2) our representation of the other client does not involve the use, to the disadvantage of you, of any of your confidential information that we have obtained as a result of our representation of you, and (3) we reasonably believe we will nonetheless be able to competently and diligently serve both you on this matter, and the other client on the different matter. You are waiving any right to object to such representation now or in the future.

As noted above, our role with respect to the issuance of the Obligations will be to advise the Recreation District and to serve as bond counsel for the Recreation District. This letter limits the scope of our representation to those matters. We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent your interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation and/or previous relationship with other clients relative to your matter, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of your interests, or refer that particular matter out to other counsel to handle.

Bricker & Eckler

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If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, retaining the original for your files. We look forward to working with you.

BRICKER & ECKLER LLP

By: Rebecca C. Princehorn
Rebecca C. Princehorn

Accepted and Approved:

GRANVILLE RECREATION DISTRICT

By: _____

Title: _____

Date: _____